

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

DEPT: Public Works

BOARD AGENDA #: \*C-1

AGENDA DATE: January 10, 2017

**SUBJECT:**

Approval to Award a Contract to TY Lin International, of Sacramento, California, for Professional Services for the Project Approval and Environmental Document Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project

**BOARD ACTION AS FOLLOWS:**

No. 2017-12

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

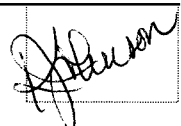
  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Public Works  
Urgent       Routine

BOARD AGENDA #: \*C-1



AGENDA DATE: January 10, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes       No

**SUBJECT:**

Approval to Award a Contract to TY Lin International, of Sacramento, California, for Professional Services for the Project Approval and Environmental Document Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project

**STAFF RECOMMENDATIONS:**

1. Award a contract to TY Lin International for Professional Services for the Project Approval and Environmental Document (PA&ED) Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project.
2. Authorize the Director of Public Works to execute a contract with TY Lin International in the amount of \$1,584,031 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

The future Faith Home Road/Garner Road Bridge and expressway will be located in Stanislaus County, northeast of the City of Ceres and on the southern border of the City of Modesto. The project boundaries are from the Faith Home Road/Hatch Road intersection north to the Garner Road/Finch Road intersection in the Beard Tract.

The project will consist of the installation of traffic signals at the intersections of Faith Home Road/Hatch Road and Garner Road/Finch Road, construction of an urban expressway across the Tuolumne River floodplain, and a bridge structure over the Tuolumne River channel. The purpose of the project is to provide the missing connectivity link to improve the north-south freight goods movement between State Route (SR) 132 and SR 99. Additionally, the Faith Home Road/Garner Road expressway will link the future North County Corridor to SR 99 via Claus Road, Garner Road, Faith Home Road, Keyes Road, and the SR 99/Keyes Road interchange.

The scope of the environmental document services includes:

- Project management services;
- Preliminary engineering;
- Surveying and base mapping;

Approval to Award a Contract to TY Lin International, of Sacramento, California, for Professional Services for the Project Approval and Environmental Document Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project

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- Environmental documentation;
- Utility coordination; and,
- Public Outreach.

On December 16, 2015, Public Works advertised a Request for Proposals for the PA&ED phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project through Modesto Reographics.

On February 5, 2016, six proposals were submitted for review. 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. Below is a list of consulting firms that submitted proposals:

- HDR, Inc.
- Mark Thomas Co.
- Dokken Engineering
- Parsons Brinckerhoff
- AECOM
- TY Lin International

Proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be performed;
- Project Approach;
- Experience with similar kind of work;
- Quality of staff for work to be done;
- Capability of developing innovative or advanced techniques;
- Familiarity with state and federal procedures; and,
- Demonstrated technical ability.

Public Works staff reviewed the proposals received and ranked them based on the above criteria, in the following order:

<b>Ranking</b>	<b>Consultant</b>
1	TY Lin International
2	Mark Thomas Co.
3	Parsons Brinckerhoff
4	HDR, Inc.
5	Dokken Engineering
6	AECOM

Subsequent to the evaluation process and due to Federal Funding requirements for contracts in value over \$1 million, a Caltrans conformance audit was required for this project. This audit process began in August of 2016 took 3 months to complete. Staff received a conformance letter from Caltrans on November 10, 2016.

Approval to Award a Contract to TY Lin International, of Sacramento, California, for Professional Services for the Project Approval and Environmental Document Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project

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Public Works staff recommends awarding a contract in the amount of \$1,584,031 to TY Lin International of Sacramento, California, as the most qualified consultant based on the results of the evaluation criteria.

A Request for Authorization to Proceed was submitted to Caltrans in late November 2016 for the Preliminary Engineering phase of the project in the amount of \$1,600,000 (\$622,500 Federal STBGP funds with Toll Credits, \$977,500 PFF).

**POLICY ISSUE:**

Public Contract Code Section 22032 requires Board of Supervisors' approval for all contracts exceeding \$175,000.

**FISCAL IMPACT:**

The total design of the project is estimated at approximately \$1,600,000. The project will be funded with a combination of Federal Surface Transportation Block Grant Program (STBGP) Funds with Toll Credits and County Public Facilities Fees (PFF) funds. Funding for the environmental phase of the project is included in Public Works Fiscal Year 2016/2017 Road Projects budget.

<b>Cost of recommended action:</b>		<b>\$ 1,600,000</b>
<b>Source(s) of Funding:</b>		
Federal Surface Transportation Block Grant Program Funds w/ Toll Credits	\$ 622,500	
Public Facilities Fees	977,500	
		1,600,000
<b>Funding Total:</b>		<b>\$ 1,600,000</b>
<b>Net Cost to County General Fund</b>		<b>\$ -</b>

<b>Fiscal Year:</b>	2016-2017
<b>Budget Adjustment/Appropriations needed:</b>	<b>No</b>

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by expanding the County road system to facilitate and promote the efficient movement of goods and services.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

Approval to Award a Contract to TY Lin International, of Sacramento, California, for Professional Services for the Project Approval and Environmental Document Phase of the Faith Home Road/Garner Road Bridge over the Tuolumne River Project

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**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

**ATTACHMENT(S):**

1. Professional Design Services Agreement with TY Lin International

ATTACHMENT 1

Professional Design Services Agrément with TY Lin International

**STANISLAUS COUNTY PUBLIC WORKS  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and T.Y. Lin International, hereinafter referred to as "Consultant".

**WHEREAS**, County, by its Resolution No. 2017-12 adopted on the 10th day of January, 2017 awarded to Consultant the following Contract:

**FAITH HOME ROAD / GARNER ROAD BRIDGE OVER THE TUOLUMNE RIVER  
Contract No. 9738  
Federal-Aid Project Number: STPL-5938(240)**

**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") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

**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 in Section 3.1 - Compensation and within the time specified in the Project Schedule (Exhibit "C") attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

**1.4 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 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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 subconsultants 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 subconsultant(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 Subcontracting:** Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) 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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

Consultant shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the County, except that, which is expressly identified in the approved Cost Proposal.

Any substitution of subconsultants must be approved in writing by the County.

**1.9 Conflict of Interest:** Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this agreement, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing County construction project, which will follow.

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.

Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this agreement shall



be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

**1.10 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.

**1.11 Rebates, Kickbacks or Other Unlawful Consideration:** The Consultant warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**1.12 Prohibition of Expending State or Federal Funds for Lobbying:** The Consultant certifies to the best of his or her knowledge and belief that:

No, state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**1.13 Debarment and Suspension Certification:** The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension

Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to the County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to who exceptions apply, initiating agency, and dates of actions.

## 2.0 CONTRACT DOCUMENTS

Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

1. Agreement and all attachments
  - a. Exhibit A Scope of Services
  - b. Exhibit B - Insurance Requirements
  - c. Exhibit C Project Schedule
  - c. Exhibit D - Fee Schedule
2. County's Request for Proposal
3. Consultant's Response

## 3.0 COMPENSATION AND BILLING

**3.1 Compensation:** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed One Million Five Hundred Eighty-Four Thousand Thirty One Dollars (\$1,584,031) during the term of this Agreement. The County may retain five 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.

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

**3.3 Additional Services:** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for the 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.

3.4 **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.

3.5 **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, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.6 **Extension of Term of Agreement:** The original Fee Schedule shall apply to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

3.7 **Cost Principles:** The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the County.

All subcontracts in excess of \$25,000 shall contain the above provisions.

#### 4.0 TIME OF PERFORMANCE

4.1 **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 "C", 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.

4.2 **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.

**4.3 Performance Period:** This Agreement shall go into effect on January 10, 2017, contingent upon approval by the County, and shall be completed no later than December 31, 2022, unless extended by amendment.

## **5.0 COMPENSATION AND TERMINATION**

**5.1 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 "D". 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.

**5.2 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.

**5.3 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, reports, correspondence, and all electronic files 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.

## **6.0 INSURANCE REQUIREMENTS**

**6.1 Coverage Required:** Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

## **7.0 INDEMNIFICATION**

**7.1 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 subconsultants, 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

Indemnitor may have under applicable law, including without limitation, the right to implied indemnity.

**7.2 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 Indemnitor caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

**7.3 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.

**7.4 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.

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

## **8.0 GENERAL PROVISIONS**

**8.1 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.

**8.2 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.

**8.3 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.

**8.4 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: Craig Chatelain
- b. Lead/Manager: n/a

**8.5 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.

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

If to County: Chris Brady, P.E., Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

If to Consultant: Craig Chatelain, P.E.  
T.Y. Lin International  
1601 Response Road, Suite 260  
Sacramento, CA 95815

**8.7 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.

**8.8 Claims Filed by County's Construction Contractor:** If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

**8.9 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.

**8.10 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.

**8.11 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.

**8.12 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.

Permission to Disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the County, and receipt of the County's written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

**8.13 National Labor Relations Board Certification:** In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant with the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

**8.14 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.

**8.15 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.

**8.16 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 subconsultants, 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.

**8.17 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.

**8.18 Order of Precedence:** In the event of inconsistency among any of the Contract Documents, the following order of precedence applies:

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response.

**8.19 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.

**8.20 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.

**8.21 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.

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



**8.23 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.

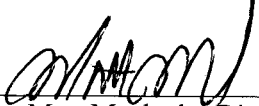
**8.24 Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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.

**8.25 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.


**8.26 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**

By:   
Matt Machado, Director  
Department of Public Works

**T.Y. LIN INTERNATIONAL**

By:   
Mark Ashley, P.E.  
Senior Vice President

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

## DETAILED SCOPE OF SERVICES

The following Scope of Work details how the TYLI Team will provide Preliminary Engineering and Environmental Services to secure approval of PA&ED for the Faith Home Road/Garner Road Bridge project. Our Scope of Work follows the Caltrans Work-Breakdown Structure (WBS) format with associated activities and corresponding task numbers for completing our proposed scope of services.

### TASK 1.0 PROJECT MANAGEMENT (WBS 100.10)

Provide overall project management, coordination, and supervision of project team members to facilitate the performance of the work in accordance with the scope, schedule, and budget requirements necessary for the successful delivery of PA&ED.

#### Task 1.1 Initiation and Planning (WBS 100.10.05)

Conduct kick-off meeting. Submit a Project Management Plan reflecting the TYLI Team scope of work, project schedule, quality assurance and quality control plan, communications protocol, invoicing procedures, progress reporting procedures and risk management plan. Prepare and submit Encroachment Permit applications with Stanislaus County, City of Ceres, and City of Modesto to allow access for environmental and preliminary engineering studies. Organize, conduct, and document up to 24 monthly PDT meetings to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas and minutes. Organize, conduct, and document up to 6 additional Project Coordination (PC) meetings with project stakeholders.

Sycamore Environmental will assist with organization, attend, and facilitate meetings as necessary to aid overall project communication. Sycamore Environmental will coordinate as requested with the Project Manager and the design team to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination will be on an as-needed basis, as requested by the County or members of the design team, to provide environmental support for the project. Sycamore Environmental will attend one kickoff meeting with all key personnel on the project. This task included preparing and maintaining the Caltrans District 10 Local Assistance Work Plan and Tracking sheet if requested by Caltrans.

#### **Deliverables:**

- ✓ Kick Off Meeting
- ✓ Project Management Plan
- ✓ Encroachment Permit Applications
- ✓ PDT Meetings (up to 24)
- ✓ Project Coordination Meetings with Stakeholders (up to 6)
- ✓ Caltrans District 10 Work Plan, if requested

#### Task 1.2 Execution and Control (WBS 100.10.10)

Prepare and submit monthly invoices and progress reports along with schedule updates to reflect changes in project progress and activities. Manage scope, schedule, and budget. Manage Risk Registry monthly. Prepare and execute Quality Control Plan. Perform independent party quality control reviews in accordance with the TYLI's QA/QC plan for the project report, geometric approval drawings, engineering studies, estimates, and other applicable deliverables submitted to ensure they are complete, accurate, checked, and proofread. Perform Quality Assurance review prior to release of any submittal to verify the independent QC effort has been completed and review comments addressed, including all required interdisciplinary reviews.

#### **Deliverables:**

- ✓ Monthly invoices, project reports, schedule updates, and risk registry updates
- ✓ Independent Quality Control reviews on deliverables.
- ✓ Quality Assurance

**Task 1.3 Public Outreach (WBS 100.10.99)**

**Task 1.3.1 Coordination** – RGS will meet with County staff to coordinate all aspects of our outreach effort for this project. Given RGS's recent experience with the StanCOG RTP/SCS outreach program, RGS understand many of the unique needs of the participating communities. RGS will participate in PDT meetings and other efforts as needed throughout the project.

**Task 1.3.2 Public Outreach Program**

Website and Social Media: RGS will establish a project website to post all relevant information about the project. This will include:

- Project Overview
- Interactive/Virtual Workshops/Surveys
- Library and Background Documents
- Information About Meetings and Workshops
- Comment/Questions
- Contact Information

The site will be updated on a regular basis. RGS will also support the plan as follows:

- Use of our proprietary eBlast database for stakeholders, meeting attendees and other project participants. RGS currently manages a list of more than 25,000 Stanislaus County residents, businesses and stakeholders.
- Management of an eBlast system to send regular updates regarding the project.
- Posts on Facebook, Twitter and other relevant social media promoting engagement opportunities.

Media Relations & Collateral Development: RGS will prepare appropriate collateral materials and outreach tools to engage news media throughout the project. This will include:

- Creation and distribution of news releases and tip sheets;
- Development of Fact Sheets, FAQs and other materials;
- Development of posters/flyers promoting upcoming meetings and workshops.
- All efforts will be coordinated with the County staff.

**Deliverables:**

- ✓ Project Website
- ✓ News Releases, Fact Sheets, FAQs and other materials
- ✓ Promotional Posters and Flyers for meetings and workshops

**Task 1.3.3 Public Meetings** – RGS will plan and two scoping meetings/workshops over the course of the project and one public hearing. The first workshop will be used to gather public input regarding the bridge and identify key issues and concerns related to construction. The second will be used show proposed design options.

RGS with support from the rest of the team will meet with staff to prepare a schedule of activities describing the location, structure and needs for each workshop. This will include promotion of the workshops via outreach to local media, stakeholders, community groups and others. RGS will develop a detailed agenda and timeline, sign-in sheets, options for the use of interactive Turning Point polling exercises, handouts/fact sheets and other materials as appropriate. Upon completion of each workshop, we will provide the County with a meeting summary report identifying the key issues and outcomes expressed by participants.

As part of this effort we will also provide:

- Collateral Materials
- Project (Plan) Description
- Frequently Asked Questions
- PowerPoint presentations

**Deliverables:**

- ✓ Agendas
- ✓ Meeting summaries
- ✓ Workshop materials
- ✓ Summary of public comments and recommendations

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**Task 1.3.4 Local Governing Board Updates** – RGS will make presentations to local elected officials at key milestones throughout the process. RGS anticipates that this will include presentations each at the following meetings:

- Modesto City Council
- Ceres City Council
- Oakdale City Council
- Riverbank City Council
- Stanislaus County Board of Supervisors

**Deliverables:**

- ✓ Agendas
- ✓ Meeting summaries
- ✓ Presentation Materials

**Task 1.4 Funding Strategies (WBS 100.10.99)**

Anrab Associates will provide funding strategy recommendations for funding future phase of the project development process. Anrab will develop a strategic funding plan that incorporates the following:

- Identifying and pursuing funding sources to advance the project for final design, right-of-way, and construction;
- Identifying funding sources to make the project shelf-ready
- Reviewing capital funding strategies to enhance project delivery, such as design-build

With regard to reviewing design-build or other public-private partnership opportunities, the TYLI team has found that the best time to examine the possibility of alternative delivery and finance methods is at the inception of the project. A limiting factor that often negates the possibility of design-build as a delivery method is that projects are scoped, initiated and cleared as traditional design-bid-build projects. As a result, project sponsors inhibit the consideration of alternative technical concepts that could possibly save time and money should a design-builder deliver the project.

**Deliverable:**

- ✓ Funding Strategies Memorandum

**TASK 2.0 PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT (WBS 160)**

Provide overall project management, coordination, and supervision of project team members to facilitate the performance of the work in accordance with the scope, schedule, and budget requirements necessary for the successful delivery of PA&ED.

**Task 2.1 Initial Alternative Development (WBS 150.10)**

Fehr & Peers will use readily available traffic information to assist the Project Team in developing and screening out initial alternatives. It is anticipated that the results from this task that in addition to the No Build Alternative, this task will yield two (2) build alternatives to carry forward to detailed traffic analysis for both Construction Year (2020) and Design Year (2040) AM and PM Peak Hour Conditions.

**Task 2.2 Identify Study Locations and Collect Traffic Data (WBS 160.05.20)**

The study locations selected for this study will need to be adequate enough to capture the project impacts and benefits. In consideration of the fact that the project alternatives have not yet been clearly defined Fehr & Peers has made some assumptions regarding the study area. Fehr & Peers, in consultation with the Project Team, will identify up to 15 roadway segment locations to evaluate. Based on a review of the project vicinity and our knowledge of the study area, Fehr & Peers has identified the following locations for consideration:

- Mitchell Road south of State Route (SR) 132
- Mitchell Road north of Finch Road
- Mitchell Road south of Finch Road
- Mitchell Road south of Hatch Road
- Mitchell Road north of Service Road
- Hatch Road west of Faith Home Road
- Garner Road south of SR 132
- Garner Road north of Finch Road
- Faith Home Road south of Hatch Road
- Faith Home Road north of Service Road
- Faith Home Road north of Keyes Road
- Keyes Road west of SR 99
- SR 132 west of Santa Fe Avenue
- Santa Fe Avenue south of SR 132
- Santa Fe Avenue south of Hatch Road



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Fehr & Peers will collect 24-hour traffic and vehicle classification (car & truck) counts at up to 15 roadway locations. Some of the data may be obtained from City of Modesto, City of Ceres, Stanislaus County, and Caltrans volume databases. Fehr & Peers will also perform field surveys to identify existing geometric features, such as number of lanes and posted speed limit. Fehr & Peers, in consultation with the Project Team, will also collect existing morning (7 to 9 AM) and evening (4 to 6 PM) peak period intersection traffic counts at up to 14 intersections. Fehr & Peers will also perform peak period field surveys to identify existing geometric features, lane configurations, and traffic control devices at the intersections and roadway locations identified by the Project Team. We will also identify existing queuing issues at each of the study intersections. Fehr & Peers has identified the following intersections to evaluate:

1. Mitchell Road/El Vista Avenue/SR 132
2. Mitchell Road/Finch Road
3. Mitchell Road/Hatch Road
4. Mitchell Road/Service Road
5. Garner Road/Claus Road/SR 132
6. Garner Road/Finch Road
7. Faith Home Road/Hatch Road
8. Faith Home Road/Whitmore Road
9. Faith Home Road/Service Road
10. Faith Home Road/Keyes Road
11. Keyes Road/SR 99 Southbound Ramps
12. Keyes Road/SR 99 Northbound Ramps
13. Santa Fe Avenue/SR 132
14. Santa Fe Avenue/Hatch Road

Fehr & Peers will also use available Caltrans data to identify existing AM and PM peak hour traffic volumes on SR 99 (northbound and southbound) from Taylor Road to Mitchell Road.

### Task 2.3 Engineering Studies

**Task 2.3.1 Prepare Traffic Forecasts (WBS 160.10.10)** – Fehr & Peers will use the recently adopted 2014 RTP Three County MIP Model. Traffic forecasts will be based on a single set of land use and roadway network assumptions. The team will be consulted to determine the most appropriate land use and roadway network assumptions to use for the study.

Fehr & Peers will develop opening year (2020) and design year (2040) traffic forecasts for the No Build Alternative and up to 2 Build Alternatives. This scope assumes that the build alternatives will be similar in nature (e.g. same start and end points, similar alignments, etc.) such that the traffic forecasts are likely to be similar among the build alternatives. The following forecasts will be prepared:

- Daily forecasts for the roadway segments identified in WBS 160.05.20
- Intersection turning movement peak hour (AM and PM) forecasts for the intersections identified in WBS 160.05.20
- Freeway mainline and ramp forecasts for the SR 99 segments identified in WBS 160.05.20

Fehr & Peers will submit a technical memorandum summarizing the traffic forecasts for review and written comments by the project team. Fehr and Peers has assumed two rounds of review and written comments. Once approved, Fehr & Peers will proceed with the technical evaluation of the alternatives.

### **Task 2.3.2 Geometric Plans for Alternatives (WBS 160.10.15)**

**Task 2.3.2.1 Alternative Analysis:** TYLI will identify a no build alternative and up to 2 build alternatives. TYLI will prepare a design criteria memorandum for approval by the PDT. This document will include all geometric design criteria assumptions based on, but not limited to, AASHTO – A Policy on Geometric Design of Highways and Streets, Caltrans Highway Design Manual, and local agencies design standards. The design criteria will be the geometric basis for all alternatives developed. TYLI will then develop project alternatives that include, but not limited to, meeting the Purpose and Need of the project; corridor project limits; river crossing feasibility; and alternative travel modes.

#### **Deliverables:**

- ✓ Design Criteria Memorandum
- ✓ Project Alternatives

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**Task 2.3.2.2 Geometric Approval Drawings (GAD):** TYLI will prepare the Geometric Approval Drawings (GAD) for up to two (2) project alternatives. The GADs will include typical cross sections, and horizontal and vertical alignments.

**Deliverable:**

- ✓ Geometric Approval Drawings (GAD)

### **Task 2.3.3 Value Analysis (WBS 160.10.20)**

**Project Description:** Procura360 Group shall assist TYLIN with preparing, performing and distributing a Value Analysis (VA) study for the project.

**Team Authority and Coordination:** VA Study to comply with NHS VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

**Study Participants and Schedule:** The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Procura360 Group, County of Stanislaus and TYLin. The study will be five days over 1 week period at a time to be determined. A pre-study meeting will be scheduled no later than one week before the start of the study. Once the Draft report has been reviewed with the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

**Value Analysis Study:** The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide the following technical team members for the following disciplines:
  - Hydrology & Hydraulics
  - Highway Design and Geometrics
  - Constructability
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Conference rooms will be provided by TYLin or the County.

**VA Deliverables:** The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (per the Caltrans Team Guide).
- Leading VA Study. Participants should include representatives of, including the Project Manager, Stanislaus County and TYLin project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Day 1 and Day 5 of workshop to be carried out in Stanislaus County Offices in Modesto, CA,
- Day 2 – Day 4 of workshop to be carried out in TYLin's Offices in Sacramento, CA
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide and with the following items:
  - A distribution list for the VA reports must be developed with the Project Manager.
  - Submit Preliminary VA Report as an electronic copy only; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with TYLin and Stanislaus County on the project stakeholders' responses to the preliminary VA report and prepare for an implementation meeting to resolve the disposition of the VA alternatives, finalize the VA study reportables (costs, performance and value indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide. Report should be submitted no more than 3 weeks following VA Final Presentation.
  - Final VA report will be an electronic copy in PDF format of the entire report along with 2 copies each for Caltrans, TYLin and the County of Tehama.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives, who is responsible for this action and when it is due. The team leader will follow up with PM

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from TYLin and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.

- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final Reports so that they can include the study in their annual reports to FHWA.

### **Task 2.3.4 Hydraulics / Hydrology Studies (WBS 160.10.25)**

**Task 2.3.4.1 Data Review and Field Reconnaissance:** WRECO will review available data, including previous studies, provided by the County and Project Team. Key information to review will be the available hydrologic and hydraulic data for Tuolumne River, the County and Caltrans Bridge Inspection Reports, as well as maintenance records for the bridge. WRECO will also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

**Task 2.3.4.2 Hydrologic Analysis:** WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance study (FIS) indicated that there is a detailed study available at the bridge site. WRECO will coordinate with FEMA for the background information of their published design peak discharges. WRECO will also contact the U.S. Army Corps of Engineers and Central Valley Flood Protection Board (CVFPB) to research their design flows and criteria. WRECO will coordinate with the County to confirm the design discharges. As an independent check, WRECO will perform a flood-frequency analysis using available gaging station records.

**Task 2.3.4.3 Geomorphic Assessment:** WRECO will perform a geomorphic assessment of the Project site to better understand the overall stability of the river channel, and whether the channel is subject to any long-term horizontal or vertical movement.

**Task 2.3.4.4 Hydraulic Analysis:** WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing and proposed conditions, including the limits and water surface profiles through the study area for the 100-year (FEMA Base Flood), 200-year (for CVFPB) and overtopping flood. WRECO will determine the conveyance capacities and estimate the effects, if any. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

**Task 2.3.4.5 Scour Report:** WRECO will perform bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals for the preferred Project bridge configuration. The analysis will include the long-term bed change, contraction scour and local scour at the piers and abutments. WRECO will make recommendations on the need for scour countermeasures for the proposed bridges per the HEC-23 and California Bank and Shore Protection Manual. WRECO will prepare a Scour Investigation Memorandum summarizing the analyses and results. This will include discussion of the results as well as any recommendations developed for the Project.

#### **Deliverables:**

- ✓ Draft Scour Investigation Memorandum (PDF and 3 hard copies)
- ✓ Final Scour Investigation Memorandum (PDF and 5 hard copies)

**Task 2.3.4.6 Bridge Design Hydraulic Study:** WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydrologic, hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

#### **Deliverable:**

- ✓ Draft Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

**Task 2.3.4.7 Drainage Impact Study Report:** WRECO 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.

#### **Deliverables:**

- ✓ Draft Drainage Impact Study Report (PDF and 3 hard copies)
- ✓ Final Drainage Impact Study Report (PDF and 5 hard copies)



**Task 2.3.4.8 Stormwater Management Plan.** A Stormwater Management Plan is required for all projects creating, replacing or expanding impervious surface by 10,000 square feet or more. WRECO will prepare the Stormwater Management Plan in accordance with the County's and the Central Valley Regional Water Quality Control Board's standards. A draft Stormwater Management Plan will be submitted to the County for review. The draft plan will be updated with any comments from the County prior to the final submittal.

**Deliverables:**

- ✓ Draft Stormwater Management Plan (PDF and 3 hard copies)
- ✓ Final Stormwater Management Plan (PDF and 5 hard copies)

**Task 2.3.5 Traffic Operational Analysis (WBS 160.10.35)**

**Daily Roadway Analysis:** The daily traffic counts will be used to determine existing level of service (LOS) for the same roadway locations identified in WBS 160.05.20. The traffic forecasts developed under WBS 160.10.10 will be used to evaluate the study roadway locations for up to three alternatives including No Build conditions. Changes in ADT and level of service as a result of the Project will be determined. In addition, the number of lanes on the Faith Home Road/Garner Road extension to provide acceptable service levels will also be determined. Furthermore, the regional implications of the project will also be evaluated by examining additional measures of effectiveness (MOEs) such as vehicle miles of travel (VMT), vehicle hours of travel (VHT), and vehicle hours of delay (VHD) with and without the Project. The VMT information will be provided in 5 mph speed bins.

**Intersection Peak Hour Analysis:** The intersection traffic counts, lane configurations, signal timings, and other information collected under WBS 160.05.20 will be used to develop existing AM and PM peak hour Synchro 9 models. Synchro 9 provides results consistent with the Transportation Research Board's 2010 Highway Capacity Manual (HCM) methodology. The Synchro analysis will be converted to micro-simulation (using the SimTraffic 9 software) to determine existing intersection delay, level of service, and 95th percentile queue lengths. The traffic forecasts developed under WBS 160.10.10 will be used to develop Synchro models (AM and PM peak hour) for up to three alternatives including the No Build alternative. The Synchro 9 models will include the same intersections evaluated under existing conditions. Similar to existing conditions analysis the Synchro 9 models will be converted to micro-simulation (SimTraffic 9) to determine opening year and design year traffic operations. Peak hour analysis will be performed for the opening year and design year for up to three alternatives including No Build conditions. Similar to existing conditions, the results for opening year and design year will include average delay, level of service, and estimated 95th percentile queue lengths for each intersection.

**Freeway Peak Hour Analysis:** Existing freeway mainline, merge and diverge operations will be determined from analysis procedures delineated in the 2010 HCM. The following analysis will be performed:

- Northbound SR 99 between Taylor Road and Keyes Road (basic analysis)
- Northbound SR 99 off-ramp at Keyes Road (diverge analysis)
- Northbound SR 99 on-ramp at Keyes Road (merge analysis)
- Northbound SR 99 between Keyes Road and Mitchell Road (basic analysis)
- Northbound SR 99 off-ramp at Mitchell Road (diverge analysis)
- Southbound SR 99 on-ramp at Mitchell Road (merge analysis)
- Southbound SR 99 between Mitchell Road and Keyes Road (basic analysis)
- Southbound SR 99 off-ramp at Keyes Road (diverge analysis)
- Southbound SR 99 on-ramp at Keyes Road (merge analysis)
- Southbound SR 99 between Keyes Road and Taylor Road (basic analysis)

The traffic forecasts developed under WBS 160.10.10 will be used to evaluate the facilities presented above under opening year and design year conditions for No Build and up to two Build Alternatives.

**Task 2.3.6 Right-of-Way Data Sheet (WBS 160.10.40)** – OPC will prepare preliminary right-of-way cost estimates and Caltrans R/W Data Sheets for 3 potential alignment alternatives to connect Faith Home Road and Garner Road in the City of Modesto. All 3 potential alignments may impact up to 16 different parcels, a couple of which may be full takes resulting in residential displacements.

OPC will secure preliminary design plans, as well as a list of impacted parcels and the square footages associated with each right-of-way impact. OPC will use this information to evaluate and analyze right-of-way impacts, direct and indirect. Because of the early phase for which these estimates are provided, a conservative approach to potential impacts will be

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taken. OPC believes this is important to maintaining a realistic understanding of potential costs going forward. In addition to analysis of impacts, OPC can provide advisory services regarding possible mitigation solutions. OPC's long-established expertise in right-of-way impacts analysis and right-of-way delivery allows for a keen understanding of potential costs and the foresight to understand what other less-costly options may be available. Property values for impacted parcels will be estimated using traditionally accepted property valuation techniques for partial acquisitions, as well as permanent and temporary easement interests. This process includes searching the local real estate market for recent sales of similar properties in order to determine base values that will then be applied to the right-of-way interests needed from each subject parcel. Once this market data is gathered and applied to the subject properties, the cost study will estimate the probable values of land as well as impacted improvements, associated damages, and cost-to-cure remediation costs, if applicable. OPC will then work closely with project team to complete the latest ROW data sheets according to the Caltrans Right-of-Way Manual and all applicable findings.

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

- Take an inventory of the affected properties.
- 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.
- Visually inspect each property (aerial & street-level views) noting effects of proposed acquisitions.
- 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.
- 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.
- Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
- Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business
- Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
- 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.)
- Prepare the latest Caltrans RW Data Sheet according to the Caltrans Right-of-Way Manual
- Provide QA/QC of final work product, submit to the County and other Project Team members and respond to inquiries

\*Note: It is assumed that information regarding impacted utility and railroad facilities, necessary to completion of the Caltrans Right-of-Way Data Sheet, will be provided by TYLI.

### **Deliverable:**

- ✓ *Right-of-Way Data Sheets*

**Task 2.3.7 Utility Coordination (WBS 160.10.45)** – TYLI will prepare utility "A" Letters to be sent to all utility owners believed to be within the project's footprint. Information received from the utility companies will be incorporated into the base files and verified visually in the field. TYLI will identify any conflicts on the geometric approval drawings.

**Task 2.3.8 Railroad Coordination (WBS 160.10.50)** – TYLI will coordinate with the California Public Utilities Commission (CPUC) as well as M&ET and BLI regarding the railroad impacts.

**Task 2.3.9 Multi-modal Study (WBS 160.10.55)** – Fehr & Peers will prepare the Multi-modal Study that will address the temporary and permanent impacts, as well as possible improvements to bicycle, pedestrian, and transit facilities.

### **Deliverable:**

- ✓ *Multi-modal Study*

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**Task 2.3.10 Traffic Operations Report (WBS 160.10.70)** – Fehr & Peers will prepare the Traffic Operations Report summarizing the results and findings. We will submit a Draft Traffic Operations Report to the project team for review and written comments. This scope assumes two rounds of review and written comments. Fehr & Peers will submit the final report in both hard copy and electronic format. Fehr & Peers will prepare a letter response to transportation-related comments on the Draft environmental document for inclusion in the Final environmental document.

**Deliverable:**

✓ Traffic Operations Report (TOR)

**Task 2.3.11 Preliminary Materials Report (WBS 160.10.75)** – WRECO will prepare a Preliminary Materials Report that provides information used as the basis for preparing project pavement material quantity and cost estimates.

**Deliverable:**

✓ Preliminary Materials Report

**Task 2.3.12 Preliminary Geotechnical Studies (WBS 160.10.80)**

**Task 2.3.12.1 Preliminary Geotechnical Design Report:** WRECO will prepare a Preliminary Geotechnical Report for the project. This report will discuss site exploration, geologic settings, site subsurface conditions, geological hazards (liquefaction, lateral spreading, etc.), and corrosion potential. The report will also identify the structures (bridges, retaining walls) and provides recommendations on foundation types and seismic design criteria.

**Deliverable:**

✓ Preliminary Geotechnical Report

**Task 2.3.12.2 Preliminary Foundation Report (PFR):** The PFR for bridges will follow Caltrans Guidelines for Structure Foundation Reports dated December 2009. This report will be used for bridge type selection and 30% PS&E. Field and laboratory testing results and findings will be summarized on Caltrans type Logs-of-Test-Boring sheets.

**Deliverable:**

✓ Preliminary Foundation Report

**Task 2.3.13 Structures Advanced Planning Studies (APS) (WBS 160.10.85)** – The structure Advance Planning Study (APS) will be completed in accordance with the requirements in Section 3-2 "Advance Planning Studies," of Caltrans' Office of Special Funded Projects (OSFP) Information and Procedures Guide, including the APS Checklist and Design Memo and Section 1-8 "Advance Planning Studies," of Caltrans' Memo to Designers. Review geotechnical investigation reports and foundation type recommendations. Prepare the APS drawings in 11"x17" format including plan, elevation, and typical section views. APS Drawings, Itemized Cost Estimates, APS Checklists, and Design Memo will be included as part of the Draft PR submittal. The Final APS package, including APS Drawings, Cost Estimates, APS Checklists, and Design Memos will be included as an appendix in the Project Report.

**Deliverable:**

✓ Advanced Planning Studies (APS)

**Task 2.3.14 Preliminary Transportation Management Plan (TMP) (WBS 160.10.95)** – TYLI will prepare the Transportation Management Plan (TMP) Data Sheets for each alternative for inclusion into the Project Report. TMP Data Sheets will be prepared according to the current Caltrans TMP Guidelines.

**Deliverable:**

✓ Preliminary TMP

**Task 2.4 Draft Project Report (WBS 160.15)**

**Task 2.4.1 Cost Estimates for Alternatives (WBS 160.15.05)** – TYLI will prepare a preliminary project cost estimate utilizing the Caltrans "11-page" cost estimate form for two alternatives based on Caltrans Project Development Procedures Manual (PDPM) guidelines for Project Report cost estimates.

**Deliverable:**

✓ 11-page Alternative Cost Estimates

**Task 2.4.2 Fact Sheet for Exceptions to Design Standards (WBS 160.15.10)** – TYLI will identify all non-standard design features based on AASHTO and local agency standards. Facts Sheets will be prepared for exceptions for standards and will be included in the Project Report.

**Deliverable:**

✓ *Design Exception Fact Sheets*

**Task 2.4.3 Prepare Draft Project Report (WBS 160.15.20)** – TYLI will prepare a Draft Project Report based on the Caltrans PDP. An administrative Draft Project Report will be submitted to the County, Caltrans, and other applicable stakeholders, including the Cities of Modesto and Ceres, for review and comment. Up to two submittals of the Draft Project Report are anticipated.

**Deliverable:**

✓ *Draft Project Report*

**Task 2.4.4 Circulate, Review, & Approve Draft Project Report (WBS 160.15.25)** – Once the Final Draft Project Report has been submitted for review and approval, the TYLI Project Manager will work with the County to obtain the appropriate signatures.

**Deliverable:**

✓ *Circulate Draft Project Report*

## **Task 2.5 Engineering and Land Net Surveys (WBS 160.20)**

NCE will perform Project Control Surveys, Data Surveys for Design, and Land Net Mapping Control and topographic surveys for products supplied to Design, and surveys of existing land net and Right-of-Way Base Map development. Prepare Land Net Surveys, Retracement Map, Project Control Network, Photogrammetric Control Surveys, Design Software Project File, and Photogrammetric Maps and Products.

**Task 2.5.1 Preliminary Record Data Search (WBS 160.20.25)** – NCE will perform research of relevant land and survey records at Stanislaus County records to locate all necessary survey and land ownership records required to complete field survey, and for analysis, determination, and delineation of the existing land-net. Research will be limited to public information. Create survey monument search map for use during the Land Net Survey.

**Task 2.5.2 Land Net Surveys (WBS 160.20.30)** – NCE will perform an ownership boundary retracement survey. Search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates.

**Task 2.5.3 Preliminary Boundary Determination - Land Net Map (WBS 160.20.35)** – NCE will prepare Land Net Map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. Land Net Map will be developed in a CADD drawing File. Map will delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines.

**Task 2.5.4 Right-of-Way Engineering Products (WBS 160.20.40)** – NCE will prepare a Right-of-Way Requirements Map based on identified right-of-way requirements. The Right-of-Way Requirements Map shall show all existing right-of-ways, easements, land dedications, and property acquisition required. It appears that a total of ten properties may require right-of-way dedications and/or construction easements based on a review of the Stanislaus County Assessor's Maps. Prepare an Easement Requirements Map based on identified easement requirements. Set preliminary right-of-way stakes for right-of-way and easement negotiations with Property Owners. Prepare appropriate right-of-way and easement legal descriptions and exhibits for seven parcels.

- Order Preliminary Title Reports for each property affected by right-of-way acquisition (ten Title Reports – fees to be paid by Stanislaus County).
- Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- Verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas.
- Prepare and file a Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act. Set monumentation for new right-of-way as shown on the Record of Survey.
- Prepare final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.



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**Task 2.5.5 Project Control Surveys (WBS 160.20.50)** – NCE will perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project. Set horizontal and vertical control points for project mapping in accordance with Stanislaus County horizontal and vertical control requirements. All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System Sections 8801 to 8819 of the Public Resources Code, and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88) and closed network bench loops will be run through the control monuments. Perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. Perform calculations for the right-of-ways based on the found monumentation and lines of occupation located with the field survey. Does not include control set for aerial mapping products.

**Task 2.5.6 Photogrammetric Maps and Engineering Surveys (WBS 160.20.55)** – NCE will prepare mapping request, flight line and control distribution planning, pre-marking control survey, aero-triangulation, contract administration, 3-D compilation, map assembly, data conversion, quality control and digital terrain modeling. Prepare Flight Line Layout, Pre-Marking Control Survey, Design Project File, and CADD Drawing File. Produce Design Project File and CADD Drawing File. Aerial mapping will be performed by an Aerial Consultant. This task includes aerial panel placement and a color orthorectified photo prepared by GSP Consulting/Synergy Mapping, a NCE sub-consultant.

NCE will perform a field survey, processing and adjusting data, and create Design Project File, required to perform a topographic survey for delivery to Design. The horizontal datum will be based on the North American Datum 83 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88). Upon completion of record survey control and upon completion of record right-of-way and survey monument location calculations, Consultant shall verify the physical existence of the monumented control points and, if necessary, reestablish such control points and additional control points required for the design surveys. Consultant shall provide aerial targets for photogrammetric mapping control. Consultant shall perform detailed field surveys of existing roadways, physical improvements, visible utilities and drainage features. Cross sections and tie-in surveys will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps. Prepare topography plan depicting existing visible improvements and utilities. Consultant shall complete design surveys including:

- Garner Road pavement and utilities located within the project limits;
- Finch Road improvements and visible utilities within the project limits;
- Hatch Road improvements and visible utilities within the project limits;
- Faith Home Road improvements and visible utilities within the project limits;
- TID Main Canal Crossing at Faith Home Road/Hatch Road Intersection;
- Irrigation pipeline, ditches, and structures;
- Drainage features, as necessary, within the project limits;
- Physical improvements and buildings located within the project limits;
- Visible utilities located within the project limits, and as required for re-alignments;
- Existing striping and signage;
- Trees;
- Lines of occupation including fences, structures, and apparent encroachments;
- Utility paint marks painted by USA;
- Geotechnical boring locations;
- Alignment and grade of Railroad Bridge. This task is limited to locating, the edges of the bridge deck, centerline of each rail, ends of abutments, and the centerline of each end of each bridge column. This task includes coordinating with the Railroad for an encroachment permit as required to survey within their right-of-way.
- Alignment of Railroad embankment. This task is limited to locating the toe of embankment, top of embankment, and centerline of each rail;
- Tuolumne River cross sections (Includes Six cross sections and detailed surveys at the proposed bridge crossing):

## "Closing the gap and Bridging the divide"

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map with the color orthorectified photo. The CAD map shall exhibit 1 foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

**Task 2.5.7 As-Built Centerline Retracement (WBS 160.20.65)** – NCE will perform field survey to locate and document existing facility centerline. Includes planning, research, field survey, processing and adjusting data, and preparing the As-built Centerline Alignment map. Prepare Design Software project file and/or CADD drawing file containing preliminary right-of-way line locations based on record data and field surveys.

**Task 2.5.8 Supplemental Control Surveys (WBS 160.20.99)** – NCE will perform supplemental control surveys to provide additional design control and right-of-way mapping for the project as necessary as project develops.

**Task 2.5.9 Surveys and Mapping for Environmental Studies (WBS 160.20.99)** – NCE will perform field surveys to augment existing base mapping and to determine the location of environmental resources that have been marked in the field by the environment consultant or biological consultant. Provide photographs to be used in the environmental study process. Prepare site maps for environmental studies. This task is limited to one site map.

### Task 2.6 Permit to Enter (PTE) for Engineering/Environmental Studies (WBS 160.30.15)

OPC will secure Permit to Enter (PTE) from property owners for field studies or exploration for environment reviews associated with construction of project, as needed.

#### Deliverable:

- ✓ Permit to Enter (PTE)

## TASK 3.0 ENVIRONMENTAL STUDIES (WBS 165)

TYLI will provide text description and design detail to Sycamore to prepare a description of the proposed project suitable for use in the environmental technical studies. Description will include details of construction methodology, phasing, schedule, staging, easements, and traffic management, as provided by the engineering team, in the environmental project description.

### Task 3.1 Field Review and Preliminary Environmental Study (PES) (WBS 160.05.10)

The Preliminary Environmental Study (PES) identifies technical studies, coordination, and permits required to complete NEPA in accordance with Chapter 6 of the Caltrans Local Assistance Procedures Manual. Sycamore Environmental will prepare the PES Form and coordinate with the County to schedule and attend the Caltrans Field Review Meeting.

#### Deliverables:

- ✓ Preliminary Environmental Study (PES) form
- ✓ Field Review

### Task 3.2 General Environmental Studies (WBS 165.10)

**Task 3.2.1 Community and Farmland Impact Assessment (WBS 165.10.15)** – Sycamore Environmental will prepare a Community Impacts Assessment for the proposed project in accordance with Caltrans Environmental Handbook Volume 4. The memo need only address those community impact issues relevant to the proposed project. Potential impact to farmlands will be addressed. As part of the farmland impact assessment, Form AD 1006/CPA-106 must be completed in coordination with the National Resources Conservation Service (NRCS).

#### Deliverables:

- ✓ Community and Farmland Impact Assessment
- ✓ Form AD 1006/CPA-106

**Task 3.2.2 Visual Impact Assessment (WBS 165.10.20)** – TYLI will conduct the visual impact assessment. TYLI will use representative photos to document and evaluate existing conditions. TYLI will prepare up to two photo-simulations from public vantage points. TYLI will use engineer-prepared drawings that illustrate before and after conditions of the proposed project features to demonstrate changes in views as a result of the project.

#### Deliverable:

- ✓ Renderings and Photo Simulations

### Task 3.2.3 Noise Study (WBS 165.10.25)

**Task 3.2.3.1 Noise Study Report:** Entech will prepare a Noise Study Report (NSR) based on the Caltrans annotated outline dated April, 2015. The NSR shall be prepared in accordance with Caltrans and FHWA requirements to support the CEQA/NEPA environmental documentation. The NSR shall take into consideration impacts to frequent outdoor use areas, as defined by FHWA, and recommend abatement measures as appropriate. The noise study will require following established protocols and guidelines outlined in the Caltrans Local Assistance Procedures Manual, the Caltrans Noise Protocol (May, 2011) and the Caltrans TeNS Manual (September, 2013). Entech will perform the noise analysis utilizing the Caltrans TNM 2.5 model to analyze impacts. Noise modeling will be conducted to predict current, future no-build and one (1) build alternative noise levels using the appropriate noise predictive model TNM 2.5. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography and distance of the project from the receptors. Modeling must assess the number of properties within 500 feet of the project that are impacted or will be impacted and determine the increase in traffic noise. Predicted noise impacts for the future build alternatives will be compared to the future no-build alternative to determine if a noise impact will occur.

**Deliverable:**

- ✓ Noise Study Report

**Task 3.2.3.2 Support for Noise Abatement Decision Report (NADR).** After Caltrans approval of the NSR, further evaluation will be performed to complete the determination of noise abatement by preparing a Noise Abatement Decision Report (NADR). Entech will provide support for the development of a NADR. The NADR will be prepared per guidelines. The NADR will summarize the conclusions of the NSR relating to acoustical feasibility and the reasonable allowances for abatement evaluated. The engineer's cost estimate for construction barriers presented in the noise study report will be evaluated against cost allowances in the NSR. Further barriers meeting cost allowance budget will also be evaluated for non-acoustical feasibility issues. The noise acoustical features of each feasible and reasonable barrier will be evaluated and discussed. Further preliminary information on secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, biology, etc.) will also be discussed. A preliminary noise abatement decision as defined by the Caltrans Protocol (May, 2011) will be presented in the NADR.

**Deliverable:**

- ✓ Noise Abatement Decision Report

**Task 3.2.4 Air Quality and Greenhouse Gas Technical Report (WBS 165.10.30)** – Entech will prepare an air quality technical report in accordance with the Caltrans and FHWA requirements, the CEQA Air Quality Handbook, the Caltrans CO Protocol, and FHWA guidance for PM10/PM2.5 Hot Spot Analysis and the MSAT guidance. The air quality technical report shall take into account meeting transportation conformity requirements. Impacts will be estimated for the Existing Condition, No Build condition, as well as one Build Alternative, considered for the project. The report will include an analysis of operational emissions, CO hot spot, qualitative particulate matter hot spot, mobile source air toxics (MSAT), regional ozone, greenhouse gas/climate change, and construction period emissions as well as interagency coordination.

**Deliverable:**

- ✓ Air Quality Technical Report

**Task 3.2.5 Water Quality Assessment Report (WBS 165.10.35)** – In order to provide the existing physical and regulatory environment information for the water quality section of the Environmental Document, WRECO will: 1) identify and describe the current and upcoming laws that relate to water quality, 2) describe the beneficial uses for all potentially affected waters, 3) discuss water quality objectives for all potentially effected waters, 4) collect and present any monitoring data from other agencies, 5) list potential sources of pollutants, and 6) describe the watershed, existing drainage and hydrologic conditions. WRECO will evaluate the water quality impacts for the proposed structure and recommend possible minimization measures to reduce the adverse impacts to water quality. WRECO will document our findings in a technical Water Quality Study. WRECO will prepare the Water Quality Study for submittal to the County and Caltrans for review and comment. Upon receipt of all review comments, a final Water Quality Study will be submitted for the Project.

**Deliverables:**

- ✓ Draft Water Quality Study (PDF and 3 hard copies)
- ✓ Final Water Quality Study (PDF and 5 hard copies)

**Task 3.2.6 Right-of-Way Relocation Impact Document (WBS 165.10.55, 180.10.15)** – In addition to preliminary right-of-way estimates, OPC will prepare the Relocation Impact Memorandum (RIM) for up to 2 potential residential displacements. It should be noted that this relocation impact memo may be prepared in lieu of a complete relocation

## "Closing the gap and Bridging the divide"

impact report (DRIR/FRIR) since only 2 displacements are estimated and neither is anticipated to be complex. If these assumptions prove false and the selected alignment alternative results in greater than 2 displacements or involve property types other than residential, then an adjustment to scope and fee would be necessary. Relocation Impact Memos will be prepared in accordance with the Section 10.02.00.00 et. sec. of the Caltrans Right-of-Way Manual. OPC shall obtain pertinent information from the occupants affected by the selected alternative so that relocation needs can be identified and the availability of necessary relocation alternatives can be adequately assessed. All displacement information shall be based upon visibility from street and available information from public records. Support data shall be prepared after completion of initial estimates.

### **Deliverable:**

- ✓ *Draft and Final Relocation Impact Memorandum (RIM)*

**Task 3.2.7 Location Hydraulic / Floodplain Study Report (WBS 165.10.60)** – The proposed bridges site is in the defined floodplain and floodway of Tuolumne River. It is important for the proposed bridge to have insignificant impact to the floodplains and none to negligible effect to the floodways. Based on WRECO's hydraulic analysis and geomorphic assessment, WRECO will prepare a Floodplain Evaluation Report to include all the technical information for Location Hydraulic Study and Floodplain Evaluation Report Summary form to document the investigation, determine the specific impacts to the floodplain, and recommend necessary mitigation measures.

### **Deliverables:**

- ✓ *Draft Floodplain Evaluation Report (PDF and 3 hard copies)*
- ✓ *Final Floodplain Evaluation Report (PDF and 5 hard copies)*

**Task 3.2.8 Initial Site Assessment (ISA) (WBS 165.10.80)** – WRECO will prepare an Initial Environmental Site Assessment (ISA) in accordance with industry standards and current Caltrans requirements. The scope of work includes conducting a research investigation in order to determine soil and groundwater contamination within the project limits. No field or laboratory testing of soils or groundwater will be performed during the ISA. WRECO's investigation will include

- 1 Onsite Observational Reconnaissance. WRECO will review and record existing or potential onsite and offsite contaminant release areas which may impact the project site. WRECO will provide photo documentation of site conditions.
- 2 Review of Local Geology and Hydrogeology. WRECO will review local geology and groundwater regime to determine effects of subsurface conditions on contamination.
- 3 Review of Historical Conditions and Uses. WRECO will review historical aerial photographs and maps, state and federal environmental databases, local agency files, and title documents (if provided) to determine the historical conditions and uses of the project site. Additionally, interviews with knowledgeable persons regarding the site may also be conducted as necessary.
- 4 Identify Areas of Concern. WRECO will determine areas of concern for soil and groundwater contamination in the project area.
- 5 Develop Sampling and Analysis Plan for Preliminary Site Investigation. WRECO will prepare a sampling and analysis plan for environmental field work in coordination with the geotechnical investigation program.

A memorandum will be prepared, presenting the findings, conclusions, and recommendations of the study. The report will include findings of the observational reconnaissance, photo documentation, review of geologic conditions, and historical conditions of the project site.

### **Deliverable:**

- ✓ *Initial Site Assessment (ISA)*



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**Task 3.2.9 Preliminary Site Investigation (PSI) (WBS 165.10.85)** – The objective of this study is to evaluate soil, soil gas, and groundwater in the project area for potential hazards to general public or construction workers during the construction of the bridge, and to conduct waste characterization for the excess soils that will be generated and disposed during the construction. WRECO will evaluate the site for handling and disposal purposes, no recommendations for site cleanup will be provided.

Environmental Field Investigation: WRECO will collect soil and groundwater samples from the boreholes, screen soil samples in the field, and monitor combustible gas, H<sub>2</sub>S, and VOCs downhole. The monitoring and sampling will be performed concurrent with geotechnical investigation and in the same borings. No additional deep soil borings are envisaged for the environmental investigation. The proposed borings for geotechnical work are shown in the following table.

Type of Investigation	No. of Borings	Approx. Investigation Depth (ft)
Soil Borings for Bridge Foundations	2	150
Soil Borings for Roadway design	3	75

WRECO will also evaluate aurally-deposited lead (ADL) in soil along the existing roads by taking samples from shallow borings (typically 2 ft deep).

Laboratory Testing: WRECO will collect samples and analyze them for levels of asbestos containing materials (ACM), lead-based and lead/chromium-based paint (LBP), metals and organochlorine pesticides and herbicides, CAM metals, semi volatile organic compounds and soluble metals. ACM samples will be taken from suspect areas, including the Faith Home Ditch spillway to the Tuolumne River and the Ceres Main Canal, bridge, and control structure at the Hatch Road intersection and other structures as applicable, to determine the level of ACM/NESHAP monitoring required during construction. Sampling for metals and organochlorine pesticides and herbicides, CAM metals, semi volatile organic compounds and soluble metals would focus on the agricultural areas of the floodplain north and south of the Tuolumne River and where the alignment crosses the M&ET Railroad.

**Deliverable:**

- ✓ Preliminary Site Investigation (PSI)

**Task 3.3 Biological Studies (WBS 165.15)**

**Task 3.3.1 Biological Assessment (WBS 165.15.05)** – Formal and informal Section 7 Endangered Species Act consultations with USFWS and NMFS are initiated with Biological Assessments (BA). Caltrans may require two Biological Assessments, one for USFWS focusing on VELB, and one for NMFS focusing on salmonids. Sycamore Environmental will prepare the BA in the current Caltrans format. The BAs will focus on VELB, salmonids, and other federal species and critical habitat. A formal Endangered Species Act consultation could take four to twelve months. Informal consultation could conclude in one or two months.

**Deliverable:**

- ✓ Biological Assessment (BA)

**Task 3.3.2 Wetlands Study (WBS 165.15.10)** – Sycamore Environmental will conduct a Wetlands Study and a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. The Wetlands Study Report will be prepared in accordance with the Sacramento District minimum standards. The Wetlands Study will be submitted to the Corps concurrently with the 404 CWA permit application requesting a preliminary jurisdictional determination. Sycamore Environmental will attend the field verification with Corps and revise delineation map, if necessary.

**Deliverable:**

- ✓ Wetlands Study Report

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**Task 3.3.3 Natural Environment Study (NES) Report (WBS 165.15.20)** – Sycamore Environmental will prepare the NES in the current Caltrans format. The NES incorporates the results of biological studies and coordination with the resource agencies. The NES describes the existing biological environment and how the project affects that environment and provides the technical concerning plants, animals and natural communities occurring in the project study area. We will develop a list of special-status species and habitats to evaluate based on a literature research of the CNDDDB, the USFWS database list, and other sources. The biological field survey will be conducted between May and June to cover all special-status plant species with potential to occur. The NES contains impact analyses, avoidance, minimization, and mitigation measures.

**Deliverable:**

- ✓ Natural Environment Study(NES)

**Task 3.4 Cultural Resources Studies (WBS 165.20)**

**Task 3.4.1 Area of Potential Effects / ASR / HPSR**

Task 3.4.1.1 Archaeological APE Map (WBS 165.20.05.05)

Task 3.4.1.2 Native American Consultation (AB52 TCR & Section 106) (WBS 165.20.05.10)

Task 3.4.1.3 Archaeological Survey Report (WBS 165.20.05.25)

Task 3.4.1.4 Historic Property Survey Report (WBS 165.20.25.15)

Cogstone, with assistance from Sycamore Environmental, will prepare an Archaeological Area of Potential Effects (APE) Map for Caltrans to sign. Cogstone will prepare the Archaeological Survey Report (ASR) in accordance with Caltrans' SER Volume 2. Cogstone will request a literature search for cultural resources from the Central California Information Center (CCIC) and will review relevant archival records. The AB 52 consultation request form will be submitted to the Native American Heritage Commission (NAHC). Cogstone will draft the Native American consultation letter and provide assistance with responses. An intensive-level pedestrian archaeological survey will be conducted of the Archaeological APE. The reports will detail survey and research methods, background history, and findings and conclusions regarding the field survey. It is assumed that two archaeological resources will be identified or require updating on California DPR series 523 forms. Cogstone will prepare the Historic Property Survey Report (HPSR) in accordance with Caltrans' SER Volume 2. An HPSR is a Caltrans specific report format that provides a summary of the ASR and the HRER. The HPSR will document Native American and Interested Party consultation and public participation efforts. The HPSR project description will include a detailed project description and whether the project is expected to have an effect on properties eligible for listing in the California or National Register.

**Deliverables:**

- ✓ Area of Potential Effects (APE)Map – Archaeological
- ✓ Archaeological Study Report (ASR)
- ✓ Historic Property Survey Report (HPSR)

**Task 3.4.2 Historical and Architectural Resource Studies (WBS 165.20.20)**

Task 3.4.2.1 Architectural APE Map (WBS 165.20.20.05)

Task 3.4.2.2 Historic Resources Evaluation Report (WBS 165.20.20.15)

Cogstone, with assistance from Sycamore Environmental, will prepare an Architectural Area of Potential Effects (APE) Map for Caltrans to sign. Cogstone will prepare the Historic Resources Evaluation Report (HRER) Report in accordance with Caltrans' SER Volume 2. Cogstone will contact local historic preservation groups to obtain information and concerns regarding the Project Area, and will conduct research to develop brief contexts for prehistoric and historic resources. An on-site field investigation will be conducted of the built-environment resources within the Architectural APE and related research will be performed at local sources. Preliminary research indicates that there are three built environment resources (967 Hatch Rd, the Ceres Main Canal, and the Faith Home Lateral Spillway) that will require evaluation. The HRER will include DPR 523 forms for each built resource evaluated within the Architectural APE.

**Deliverables:**

- ✓ Architectural Area of Potential Effects Map (APE – Architectural)
- ✓ Historic Resources Evaluation Report (HRER)

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**Task 3.4.3 Paleontology Study (WBS 165.10.65)** – Cogstone will prepare a Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER). An intensive-level pedestrian paleontological survey will be conducted of the Paleontological Project Study Area (assumed to be the Archaeological APE). No paleontological resources are anticipated on the surface. All paleontological work will be completed in accordance with the guidelines and recommended procedures outlined in Caltrans' SER Volume 1, Chapter 8.

**Deliverables:**

- ✓ Paleontological Identification Report (PIR)
- ✓ Paleontological Evaluation Report (PER)

**Task 3.4.4 Extended Phase I Archaeological Studies (WBS 165.20.10)** – Depending on the results of the cultural resources record search, pedestrian survey, and project design an Extended Phase I (XPI) may be required if an archaeological site is identified within the Project limits. The general project area is considered to have a moderate sensitivity for subsurface cultural resources. However, an XPI cost has not been included in this proposal because we do not want to assume that the entire length of the new road needs subsurface investigations. If an XPI is needed, a separate scope and budget will be provided.

**Deliverable:**

- ✓ Extended Phase 1

**Task 3.4.5 Finding of Effect (FOE) (WBS 165.20.25.20)** – When historic resources (eligible properties) are confirmed within the APE, Caltrans proposes a Finding of Effect (FOE) and submits to SHPO documentation supporting the proposed finding. Cogstone will prepare the FOE in accordance with Caltrans' SER Volume 2.

**Deliverable:**

- ✓ Finding of Effect (FOE)

**Task 3.4.6 Section 4(f) De Minimis Documentation (WBS 165.25.10)** – Section 4(f) lands include publicly-owned public parks, recreational areas, or wildlife or waterfowl refuges. Historic and/or archaeological sites on or eligible for the National Register of Historic Places are considered Section 4(f) properties. Sycamore Environmental will coordinate with Caltrans to determine if the project affects resources subject to Section 4(f). If the five temporary occupancy conditions listed in 23 CFR-Part 774(13)(d)(1-5) are met, the requirements of Section 4(f) would be satisfied. If the proposed project does not satisfy the temporary occupancy conditions Caltrans may determine that the project will have a de minimis impact on the Section 4(f) property. The HPSR will identify whether historic or archaeological Section 4(f) properties occur within the project limits.

**Deliverable:**

- ✓ Programmatic Section 4(f) Evaluation

**TASK 4.0 NEPA/CEQA ENVIRONMENTAL DOCUMENT (WBS 165.25, 175, 180)**

Sycamore Environmental will prepare the environmental document (ED). The Faith Home Road Viaduct is a capacity increasing road project. We anticipate Caltrans will determine the appropriate NEPA documentation is the preparation of a routine Environmental Assessment (EA) leading to approval of a Finding of No Significant Impacts (FONSI). An Initial Study (IS)/Mitigated Negative Declaration (MND) is assumed under this work plan to be the likely CEQA documentation. The analysis will include defining the standards of significance, determining the significance of potential impacts, and identifying mitigation measures to reduce the significance of the impacts.

**Task 4.1 Draft Environmental Document (DED) (WBS 165.25)**

Sycamore Environmental will prepare a combined Draft EA/IS-MND using the Caltrans Initial Study/Environmental Assessment Annotated Outline and in accordance with the CEQA and NEPA Guidelines. Project technical studies will be summarized as appropriate. Non-technical issues (right-of-way, etc.) will be discussed as needed. This will include a completed Caltrans Environmental Document (ED) Review Checklist form and a draft Caltrans (External Certification) ED Quality Control Review Certification.

**Deliverables:**

- ✓ Draft EA/ISMND
- ✓ Caltrans Environmental Document Review Checklist
- ✓ (External Certification) Environmental Document Quality Control Review Certification forms



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**Task 4.2 Circulate DED (WBS 175.05)**

Notice of Availability (WBS 175.05.10), Publication and Circulation (WBS 175.05.15), and Response to Comments (WBS 175.15): Sycamore Environmental will circulate the Draft EA/IS-MND for public comment. Sycamore Environmental will prepare and publish the "Notice of Intent to Adopt". Responses will be prepared if any comments are received during the circulation.

**Deliverables:**

- ✓ Circulate Draft EA/ISMND
- ✓ Notice of Intent to Adopt an EA/IS-MND
- ✓ Response to Comments for Staff Report

**Task 4.3 Select Preferred Alternative (WBS 175.20)**

The TYLI team will prepare a draft Preferred Alternative Memorandum summarizing the findings of the environmental process as well as the public's and agency representative's input. The memorandum will recommend a preferred alternative that will be submitted to the PDT, then to the County and project stakeholders, including the Cities of Ceres and Modesto, for review, comment, and/or approval.

**Deliverable:**

- ✓ Preferred Alternative Memorandum

**Task 4.4 Final Environmental Document – FED (WBS 180.10)**

Sycamore Environmental will prepare and coordinate the approval of the Final Environmental Document (WBS 180.10) and Notice of Determination and Filings (WBS 180.15.10). Following public review of the Draft Environmental Document, the Final EA/IS-MND document will be prepared. Sycamore Environmental will prepare the "Notice of Determination". The County files the NOD with the County Clerk.

**Deliverables:**

- ✓ Final EA/IS-MND
- ✓ Notice of Intent to Adopt an EA/IS-MND
- ✓ Caltrans Environmental Document Review Checklist
- ✓ (External Certification) Environmental Document Quality Control Review Certification forms
- ✓ Notice of Determination (NOD) (WBS 180.15.10)
- ✓ Responses and comments for Staff Report

**Task 4.5 Environmental Commitment Record (ECR) (WBS 165.10.75, 180.15.20, 205.10.60)**

Sycamore Environmental will prepare an Environmental Commitment Record (ECR), including monitoring forms, to ensure that the environmental measures contained in the EA/IS-MND are properly implemented. The ECR will also meet the requirements of the CEQA Mitigation Monitoring Reporting Program (MMRP).

**Deliverable:**

- ✓ Environmental Commitment Record (ECR) / Mitigation Monitoring Reporting Program (MMRP)

**TASK 5.0 FINAL PROJECT REPORT (WBS 180.05)**

Upon finalization of the Response to Comments that summarizes the response to public comments on the Draft EA/IS-MND, TYLI will update the Draft Project Report to reflect the results from the public review and document period. A Draft Final Project Report will be submitted to County and other applicable stakeholders for review and comment. Following the receipt of comments, appropriate responses will be provided. A Final Project Report will be prepared and submitted for review and approval. Once the Final Project Report has been submitted, the TYLI Project Manager will work with the County and applicable stakeholders to obtain the appropriate signatures.

**Deliverable:**

- ✓ Draft and Final Project Report

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**TASK 6.0 30% PLANS AND ESTIMATE (WBS 185)**

**Task 6.1 30% Plans – Roadway (WBS 185.15)**

TYLI will prepare the 30% Plans based on the preferred alternatives. Plans will include Title Sheet, Typical Sections, Layouts, Profiles, and Stage Construction.

**Deliverable:**  
✓ 30% Plans (Roadway)

**Task 6.2 30% Engineer's Estimate (WBS 185.20.99)**

TYLI will develop the quantities based on the 30% plans. The unit prices will be based on the Caltrans Cost Database and recent related projects. Cost estimate will be prepared based on the 30% plans.

**Deliverable:**  
✓ 30% Engineer's Estimate

**Task 6.3 Right-of-Way Requirements Maps (WBS 185.25.15)**

TYLI will prepare a right-of-way requirement maps depicting the right-of-way needs based on the 30% plans.

**Deliverable:**  
✓ Right-of-Way Requirements Map

**Task 6.4 Final Railroad Involvement (WBS 185.25.20)**

TYLI will provide a memorandum regarding the final railroad requirements for the M&ET Railroad impacts based on the 30% plans.

**Deliverable:**  
✓ Final Railroad Involvement Memorandum

**Task 6.5 Utility Conflict Maps (WBS 185.25.30)**

TYLI will prepare utility conflict maps identifying the utilities in conflict on the 30% plans.

**Deliverable:**  
✓ Utility Conflict Maps

**Task 6.6 Structure Plans (30%) (WBS 185.30)**

TYLI will prepare the 30% Structure Plans and estimate based on the preferred alternatives. Plans will include a General Plan, Foundation Plan, and Typical Sections.

**Deliverable:**  
✓ 30% Plans and Estimate (Structures)

**TASK 7.0 PERMITS, LICENSES, AGREEMENTS, & CERTIFICATIONS (PLACs) (WBS 170)**

**Task 7.1 Permit Applications (WBS 170.10)**

The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore Environmental will prepare the applications for the U.S. Army Corps of Engineers Section 404 Permit, Regional Water Quality Control Board Section 401 Water Quality Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement permits. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. The County will be responsible for submittal of the permit applications and payment of any associated fees. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on the County's behalf.

**Deliverables:**  
✓ USACOE Section 404 Permit application (WBS 170.10.05)  
✓ RWQCB Section 401 Water Quality Certification (WBS 170.10.50)  
✓ CDFW 1602 SAA (WBS 170.10.95)  
✓ NPDES 402 Waste Water Discharge Permit (WBS 170.10.40)

**Task 7.2 CVFPB and FEMA Coordination**

Tuolumne River at the Project site is a regulated Central Valley stream listed in Table 8.1 in Title 23 of the California Code of Regulations. The project will required an encroachment permit from the Central Valley Flood Protection Board

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(CVFPB). WRECO's preliminary research indicated that the Project is also within FEMA's jurisdiction. WRECO will attend a pre-application meeting with the CVFPB, FEMA, and the County to present to the CVFPB the bridge design, hydrology, and hydraulics. WRECO will consult with the CVFPB and determine acceptable freeboard criteria and permit requirements. TYLI will prepare the engineering and legal portions of the CVFPB encroachment permit. Sycamore Environmental will assist TY Lin with the environmental portion of the CVFPB applications. WRECO will coordinate with FEMA to determine the need to prepare a Conditional Letter of Map Revision or a Letter of Map Revision application in the design phase.

**Deliverable:**

- ✓ CVFPB permit applications (WBS 170.10.30)

**Task 7.3 California State Lands Commission (CSLC) (WBS 170.10.99)**

The California State Lands Commission (CSLC) considers the Tuolumne River to be subject to the jurisdiction of the Commission and has entered into lease agreements with Stanislaus County for the Mitchell Avenue and Santa Fe Avenue bridges, downstream and upstream, respectively. TYLI will prepare the engineering and legal portions of the California State Lands Commission (CSLC) lease applications. Sycamore Environmental will assist TY Lin with the environmental portion of CSLC permit application.

**Deliverable:**

- ✓ CSLC permit applications (WBS 170.10.99)

**Task 7.4 Railroad Agreement (WBS 170.15)**

TYLI will initiate the development of a Railroad Service Contract, a Railroad construction and Maintenance Agreement, and a Public Utilities Commission (PUC) application for authorization to construct an M&ET rail crossing. TYLI will conduct a Site Diagnostic Meeting with stakeholders, design engineer, PUC representative, and the State Railroad Agreements Engineer. This occurs at the 30% design and only after the approval of the project environmental document. Meeting takes place at the railroad site of project.

**Deliverable:**

- ✓ Site Diagnostic Meeting
- ✓ PUC Application
- ✓ Final Draft Railroad Agreement

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS

**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 Two Million Dollars (\$2,000,000), 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 Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000), 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.

**Endorsements:** The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability 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 subconsultants;
- (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.

**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.

**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 subconsultants 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.

**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 subconsultants for payments of damages to persons or property.

**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 cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

**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 years after substantial completion of the project to the extent it is commercially available at reasonable rates.

**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.

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

**EXHIBIT C**

**PROJECT SCHEDULE**

## CALTRANS WBS TASK OUTLINE

WBS Levels	Task Levels	TASK DESCRIPTIONS	
100		<b>Project Management</b>	
100 . 10	1 . 0	General Project Management	TYLI
100 . 10 . 05	1 . 1	Initiation and Planning	TYLI
	1 . 1 . 1	Kickoff Meeting	TYLI
	1 . 1 . 2	PDT Meetings (assume 24)	TYLI
100 . 10 . 10	1 . 2	Execution and Control	TYLI
	1 . 2 . 1	Progress Reports ( including Invoicing and Schedule Updates)	TYLI
	1 . 2 . 2	Quality Control/Quality Assurance	TYLI
100 . 10 . 99	1 . 3	Public Outreach	Flint
	1 . 3 . 1	Coordination	Flint
	1 . 3 . 2	Public Outreach Program	Flint
	1 . 3 . 2 . 1	Website and Social Media	Flint
	1 . 3 . 2 . 2	Media Relations and Collateral Development	Flint
	1 . 3 . 3	Public Meetings	Flint
	1 . 3 . 3 . 1	Public Meeting #1	Flint
	1 . 3 . 3 . 2	Public Meeting #2	Flint
175 . 10	1 . 3 . 3 . 3	Public Hearing	Flint
175 . 10 . 05		- Determine Need for Public Hearing Process	Flint
175 . 10 . 10		- Arrange for Public Hearing Logistics	Flint
175 . 10 . 15		- Displays for Public Hearing	TYLI
175 . 10 . 20		- Publish Notices of Public Hearing & Availability of DED	SYC
175 . 10 . 35		- Hold Public Hearing	Flint
175 . 10 . 40		- Distribute Record of Public Hearing	SYC
	1 . 3 . 4	Local Governing Board Updates	Flint
100 . 10 . 99	1 . 4	Funding Strategies	Anrab
160	2 . 0	<b>Preliminary Engineering Studies and Draft Project Report</b>	
160 . 10	2 . 1	Initial Alternative Development	F&P
160 . 10 . 20	2 . 2	Identify Study Locations and Collect Traffic Data	F&P
160 . 10	2 . 3	Engineering Studies	
160 . 10 . 10	2 . 3 . 1	Traffic Forecast Report	F&P
160 . 10 . 15	2 . 3 . 2	Geometric Plans for Project Alternatives	TYLI
	2 . 3 . 2 . 1	Alternative Analysis	TYLI
	2 . 3 . 2 . 2	Geometric Approval Drawings (GAD)	TYLI
160 . 10 . 20	2 . 3 . 3	Value Analysis	P360
160 . 10 . 25	2 . 3 . 4	Hydraulics / Hydrology Studies	WRECO
	2 . 3 . 4 . 1	Data Review/Field Reconnaissance	WRECO
	2 . 3 . 4 . 2	Hydrologic Analysis	WRECO
	2 . 3 . 4 . 3	Geomorphic Assessment	WRECO
	2 . 3 . 4 . 4	Hydraulic Analysis - Preliminary Hydraulic Report (PHR)	WRECO
	2 . 3 . 4 . 5	Scour Report	WRECO
	2 . 3 . 4 . 6	Bridge Design Hydraulic Study	WRECO
	2 . 3 . 4 . 7	Drainage Impact Study Report	WRECO
	2 . 3 . 4 . 8	Stormwater Management Plan (SWMP)	WRECO
160 . 10 . 35	2 . 3 . 5	Traffic Operational Analysis	F&P
160 . 10 . 40	2 . 3 . 6	Right of Way Data Sheet	OPC
160 . 10 . 45	2 . 3 . 7	Utility Coordination ("A" Letters)	TYLI
160 . 10 . 50	2 . 3 . 8	Railroad Coordination	TYLI
160 . 10 . 70	2 . 3 . 9	Traffic Operations Report	F&P
160 . 10 . 75	2 . 3 . 10	Preliminary Materials Report	WRECO
160 . 10 . 80	2 . 3 . 11	Preliminary Geotechnical Studies	WRECO
	2 . 3 . 11 . 1	Preliminary Geotechnical Design Report	WRECO
	2 . 3 . 11 . 2	Preliminary Foundation Report	WRECO



WBS Levels	Task Levels	TASK DESCRIPTIONS	
160 . 10 . 85	2 . 3 . 12	Structures Advanced Planning Studies (APS)	TYLI
160 . 10 . 95	2 . 3 . 13	Preliminary Transportation Management Plan	TYLI
160 . 15	2 . 4	Draft Project Report	TYLI
160 . 15 . 05	2 . 4 . 1	Cost Estimates for Alternatives	TYLI
160 . 15 . 10	2 . 4 . 2	Fact Sheet for Exceptions to Design Standards	TYLI
160 . 15 . 20	2 . 4 . 3	Draft Project Report	TYLI
160 . 15 . 25	2 . 4 . 4	Circulate, Review, & Approve Draft Project Report	TYLI
160 . 20	2 . 5	Engineering Land Net Surveys	NS
160 . 20 . 25	2 . 5 . 1	Preliminary Record Data Search	NS
160 . 20 . 30	2 . 5 . 2	Land Net Surveys	NS
160 . 20 . 35	2 . 5 . 3	Land Net Map	NS
160 . 20 . 40	2 . 5 . 4	Right of Way Engineering Products	NS
160 . 20 . 50	2 . 5 . 5	Project Control Surveys	NS
160 . 20 . 55	2 . 5 . 6	Photogrammetric Maps	NS
160 . 20 . 65	2 . 5 . 7	As-built Centerline Surveys	NS
160 . 20 . 99	2 . 5 . 8	Supplemental Control Surveys	NS
160 . 20 . 99	2 . 5 . 9	Surveys and Mapping for Environmental Studies	NS
160 . 30 . 15	2 . 6	Permit to Enter (PTE) for Engineering/Environmental Studies	TYLI
165	3 . 0	Environmental Studies	SYC
165 . 05 . 10	3 . 1	Field Review and Preliminary Environmental Study (PES)	SYC
165 . 05 . 15	3 . 1 . 1	Environmental Project Management, Meetings & Coordination	SYC
165 . 05 . 20	3 . 1 . 2	PES and Field Review	SYC
165 . 10	3 . 2	General Environmental Studies	SYC
165 . 10 . 15	3 . 2 . 1	Community and Farmland Impacts Technical Memorandum	SYC
165 . 10 . 20	3 . 2 . 2	Visual Impact Assessment	TYLI
165 . 10 . 25	3 . 2 . 3	Noise Study	SYC
	3 . 2 . 3 . 1	Noise Study Report	SYC
	3 . 2 . 3 . 2	Noise Abatement Study Report	SYC
165 . 10 . 30	3 . 2 . 4	Air Quality & Greenhouse Gas Technical Report	SYC
165 . 10 . 35	3 . 2 . 5	Water Quality Assessment Report (WQAR)	WRECO
165 . 10 . 55	3 . 2 . 6	Draft Right of Way Relocation Impact Document	OPC
165 . 10 . 60	3 . 2 . 7	Prepare Location Hydraulic / Floodplain Study Report	WRECO
165 . 10 . 80	3 . 2 . 8	Initial Site Assessment (ISA)	WRECO
165 . 10 . 85	3 . 2 . 9	Preliminary Site Investigation (PSI)	WRECO
165 . 15	3 . 3	Biological Studies	SYC
165 . 15 . 05	3 . 3 . 1	Biological Assessment (BA)	SYC
165 . 15 . 10	3 . 3 . 2	Wetlands Study	SYC
165 . 15 . 20	3 . 3 . 3	Natural Environment Study (NES) Report	SYC
165 . 20	3 . 4	Cultural Resources Studies	SYC
165 . 20 . 05	3 . 4 . 1	Area of Potential Effect (APE)/ASR/HPSR	SYC
165 . 20 . 05 . 5	3 . 4 . 1 . 1	Area of Potential Effect (APE) Map - Archaeological	SYC
165 . 20 . 05 . 10	3 . 4 . 1 . 2	Native American Consultation (AB52 TCR & Section 106)	SYC
165 . 20 . 05 . 25	3 . 4 . 1 . 3	Archaeological Survey Report (ASR)	SYC
165 . 20 . 25 . 15	3 . 4 . 1 . 4	Historic Property Survey Report (HPSR)	SYC
165 . 20 . 20	3 . 4 . 2	Historical and Architectural Resource Studies	SYC
165 . 20 . 10 . 5	3 . 4 . 2 . 1	Area of Potential Effect (APE) Map - Architectural	SYC
165 . 20 . 10 . 10	3 . 4 . 2 . 2	Historic Resources Evaluation Report (HRER)	SYC
165 . 10 . 65	3 . 4 . 3	Paleontology Study	SYC
165 . 20 . 20 . 05	3 . 4 . 3 . 1	Area of Potential Effect (APE) Map - Architectural	SYC
165 . 20 . 20 . 15	3 . 4 . 3 . 2	Historic Resources Evaluation Report (HRER)	SYC
165 . 20 . 10	3 . 4 . 4	Extended Phase I Archaeological Studies	SYC

MARCH 2010

WBS Levels	Task Levels	TASK DESCRIPTIONS	
165 . 20 . 25 . 20	3 . 4 . 5	Finding of Effect	SYC
165 . 25 . 10	3 . 4 . 6	Section 4(f) De Minimis Documentation	SYC
175	4 . 0	NEPA/CEQA Environmental Document	SYC
165 . 25	4 . 1	Draft Environmental Document (Draft EA/IS-MND)	SYC
175 . 05	4 . 2	Circulate DED (Draft EA/IS-MND)	SYC
175 . 05 . 10	4 . 2 . 1	Notices Regarding Public Hearing & Availability of DED	SYC
175 . 05 . 15	4 . 2 . 2	Publish and Circulate DED	SYC
175 . 15	4 . 2 . 3	Respond to Public Comments and Correspondence	SYC
175 . 20	4 . 3	Select Preferred Alternative	TYLI
180 . 10	4 . 4	Final Environmental Document (FED) (EA/IS-MND)	SYC
180 . 15 . 10	4 . 4 . 1	Prepare and File Notice of Determination (CEQA)	SYC
180 . 15 . 20	4 . 5	Environmental Commitment Record (ECR)	SYC
180 . 05	5 . 0	Final Project Report	TYLI
180 . 05 . 05	5 . 1	Update Draft Project Report	TYLI
180 . 05 . 10	5 . 2	Final Project Report	TYLI
185	6 . 0	Prepare 30% Plans and Estimate	TYLI
185 . 15	6 . 1	Preliminary Design (30% Plans)	TYLI
185 . 20 . 99	6 . 2	Cost Estimate (30%)	TYLI
185 . 25 . 15	6 . 3	Right of Way Requirements Maps	TYLI
185 . 25 . 20	6 . 4	Final Railroad Involvement	TYLI
185 . 25 . 30	6 . 5	Utility Conflict Maps	TYLI
185 . 30	6 . 6	Structure Plans (30%)	TYLI
205	7 . 0	Obtain Permits, Licenses, Agreements, and Certifications (PLACs)	SYC
205 . 10	7 . 1	Permit Applications	SYC
205 . 10 . 05	7 . 1 . 1	404 - U.S. Army Corps of Engineers Permit (404/10)	SYC
205 . 10 . 40	7 . 1 . 2	402 - Waste Discharge Permit (NPDES)	SYC
205 . 10 . 50	7 . 1 . 3	401 - Regional Water Quality Control Board 401 Permit	SYC
205 . 10 . 95	7 . 1 . 4	CDFW 1602 Streambed Alteration Agreement (SAA)	SYC
205 . 10 . 30	7 . 2	Central Valley Flood Protection Board (CVFPB) & FEMA Coordination	WRECO
205 . 10 . 99	7 . 3	California State Lands Commission (CSLC)	TYLI

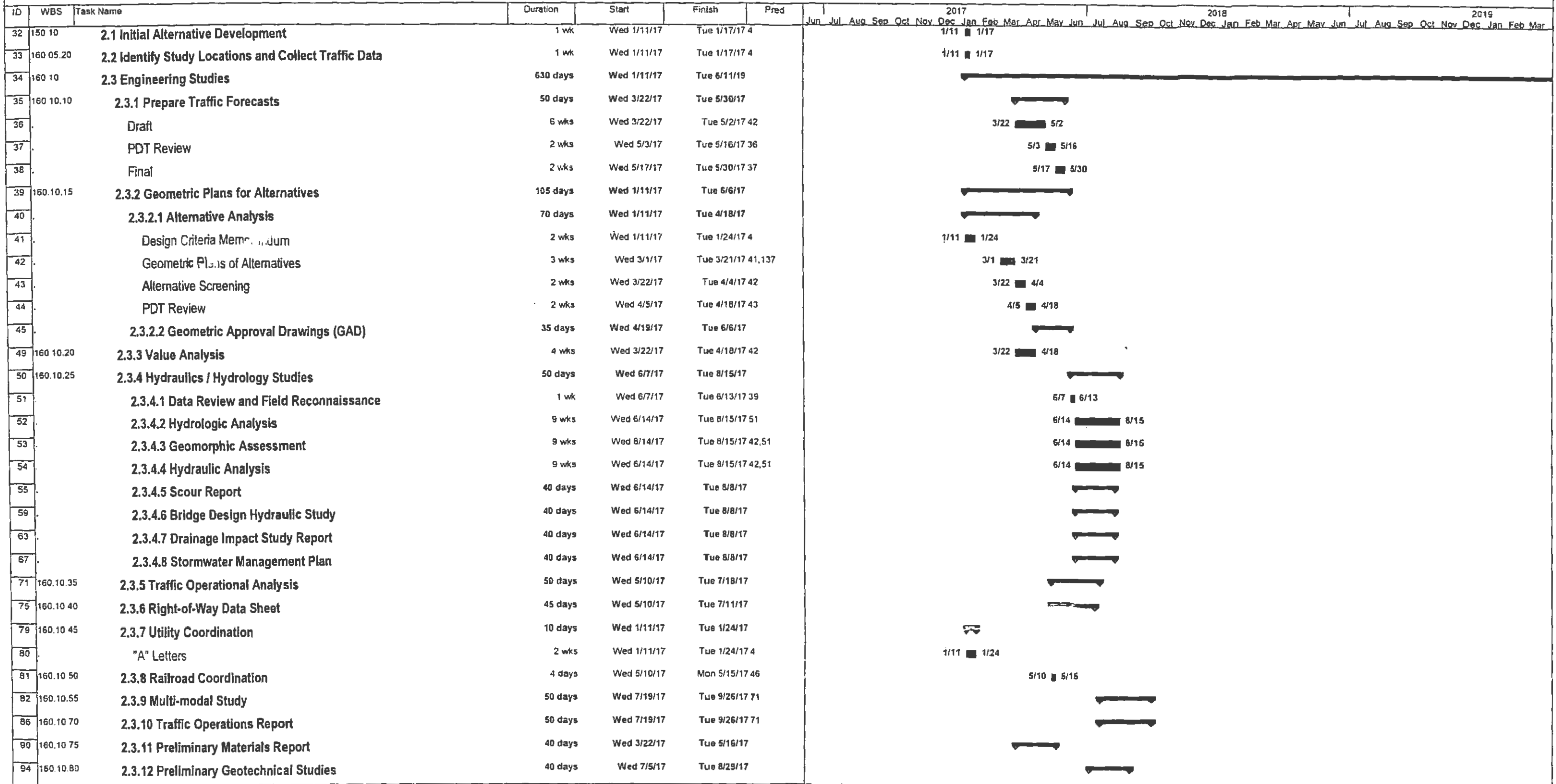


Faith Home Rd/Garner Rd Bridge over the Tuolumne River  
PA & ED

ID	WBS	Task Name	Duration	Start	Finish	Pred	2017												2018												2019											
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
0	0	<b>Faith Home Rd/Garner Rd Project - PA&amp;ED</b>	630 days	Wed 1/11/17	Tue 6/11/19																																					
1		Notice To Proceed (NTP)	0 days	Wed 1/11/17	Wed 1/11/17		◆ 1/11																																			
2	100.10	1.0 PROJECT MANAGEMENT	621 days	Wed 1/11/17	Wed 5/29/19		◆ 1/11																																			
3	100.10.05	1.1 Initiation and Planning	621 days	Wed 1/11/17	Wed 5/29/19		◆ 1/11																																			
4		1.1.1 Kickoff Meeting	0 days	Wed 1/11/17	Wed 1/11/17 1		◆ 1/11																																			
5		1.1.2 PDT Meetings (24 total)	621 days	Wed 1/11/17	Wed 5/29/19 4		1/11																																			
6		Coordination Meetings	621 days	Wed 1/11/17	Wed 5/29/19 4		1/11																																			
7		Purpose and Need Statement	9 days	Wed 1/11/17	Mon 1/23/17		1/11																																			
8		Draft	1 wk	Wed 1/11/17	Tue 1/17/17 4FF		1/11   1/17																																			
9		PDT Review	1 day	Mon 1/30/17	Mon 1/30/17 8FS+8 days		1/30   1/30																																			
10		Final	3 days	Tue 1/31/17	Thu 2/2/17 9		1/31   2/2																																			
11	100.10.10	1.2 Execution and Control	620 days	Wed 1/11/17	Tue 5/28/19		1/11																																			
12		1.2.1 Progress Reports, Invoicing, Schedule, Risk Matrix	620 days	Wed 1/11/17	Tue 5/28/19 4		1/11																																			
13		1.2.2 Quality Control / Quality Assurance	535 days	Wed 5/10/17	Tue 5/28/19		5/10   5/16																																			
14		Independent Check of GADS	1 wk	Wed 5/10/17	Tue 5/16/17 46,36		7/19   7/25																																			
15		Independent Check of APS	1 wk	Wed 7/19/17	Tue 7/25/17 105		8/23   8/23																																			
16		Independent Check of Cost Estimates	1 day	Wed 8/23/17	Wed 8/23/17 114		6/21   6/22																																			
17		Independent Check of Design Exceptions	2 days	Wed 6/21/17	Thu 6/22/17 118		11/22   11/28																																			
18		Independent Check of Project Report	1 wk	Wed 11/22/17	Tue 11/28/17 123																																					
19		Independent Check of 30% Plans and Estimate	2 wks	Wed 5/15/19	Tue 5/28/19 273,293																																					
20	10 10 99	1.3 Public Outreach	605 days	Wed 1/11/17	Tue 5/7/19		1/11																																			
21		1.3.1 Coordination	605 days	Wed 1/11/17	Tue 5/7/19 4		1/11																																			
22		1.3.2 Public Outreach Program	10 days	Wed 1/11/17	Tue 1/24/17		1/11   1/24																																			
23		Website and Social Media	2 wks	Wed 1/11/17	Tue 1/24/17 4		1/11   1/24																																			
24		Media Relations and Collateral Development	2 wks	Wed 1/11/17	Tue 1/24/17 4		1/11   1/24																																			
25		1.3.3 Public Meetings	480 days	Wed 6/21/17	Tue 4/23/19		6/21   8/15																																			
26		Public Meeting #1	40 days	Wed 6/21/17	Tue 8/15/17 48FS+2 wks		1/24   3/20																																			
27		Public Meeting #2	40 days	Wed 1/24/18	Tue 3/20/18 130		2/27																																			
28		Public Hearing	40 days	Wed 2/27/19	Tue 4/23/19 240		◆ 3/6																																			
29		1.3.4 Local Governing Board Updates	0 days	Mon 3/6/17	Mon 3/6/17		◆ 3/6																																			
30	100.10.99	1.4 Funding Strategies	30 days	Wed 8/30/17	Tue 10/10/17 112		8/30   10/10																																			
31	160	2.0 PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT	630 days	Wed 1/11/17	Tue 6/11/19		1/11																																			

Task		Project Summary		Rolled Up Progress		Inactive Summary		Start-only	
Task Progress		Group By Summary		External Tasks		Manual Task		Finish-only	
Split		Rolled Up Task		External Milestone		Duration-only		Deadline	
Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Critical Task Progress	

Faith Home Rd/Garner Rd Bridge over the Tuolumne River  
PA & ED



Task		Project Summary		Rolled Up Progress		Inactive Summary		Start-only	
Task Progress		Group By Summary		External Tasks		Manual Task		Finish-only	
Split		Rolled Up Task		External Milestone		Duration-only		Deadline	
Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Critical Task Progress	





Faith Home Rd/Garner Rd Bridge over the Tuolumne River  
PA & ED

ID	WBS	Task Name	Duration	Start	Finish	Pred	2017					2018					2019								
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
140	160.20.99	2.5.9 Surveys and Mapping for Environmental Studies	1 wk	Wed 2/1/17	Tue 2/7/17	141																			
141	160.30.15	2.6 Permit to Enter (PTE) for Engineering/Environmental Studies	3 wks	Wed 1/11/17	Tue 1/31/17	4						1/11													
142	165	3.0 ENVIRONMENTAL STUDIES	425 days	Wed 5/10/17	Tue 12/25/18																				
143	160.05.10	3.1 Field Review and Preliminary Environmental Study (PES)	25 days	Wed 5/10/17	Tue 6/13/17																				
144		3.1.1 Environmental Project Management Meetings and Coordination	1 day	Tue 5/16/17	Wed 5/17/17	151SF-4 wks							5/16		5/17										
145		3.1.2 PES Form and Field Review	1 wk	Wed 5/17/17	Tue 5/23/17	144								5/17		5/23									
146		Prepare Project Description	25 days	Wed 5/10/17	Tue 6/13/17																				
147		Draft	10 days	Wed 5/10/17	Tue 5/23/17	46								5/10		5/23									
148		PDT Review	2 wks	Wed 5/24/17	Tue 6/6/17	147									5/24		6/6								
149		Final	1 wk	Wed 6/7/17	Tue 6/13/17	148										6/7		6/13							
150	165.10	3.2 General Environmental Studies	405 days	Wed 6/7/17	Tue 12/25/18																				
151	165.10.5	3.2.1 Community and Farmland Impact Assessment	75 days	Wed 6/14/17	Tue 9/26/17																				
152		Draft	8 wks	Wed 6/14/17	Tue 8/8/17	141,46,146.7									6/14		8/8								
153		PDT Review	4 wks	Wed 8/9/17	Tue 9/5/17	152										8/9		9/5							
154		Final	3 wks	Wed 9/6/17	Tue 9/26/17	153											9/6		9/26						
155	165.10.20	3.2.2 Visual Impact Assessment	8 wks	Wed 6/14/17	Tue 8/8/17	141,46,146.7									6/14		8/8								
156	165.10.25	3.2.3 Noise Study	90 days	Wed 9/13/17	Tue 1/16/18																				
157		3.2.3.1 Noise Study Report	90 days	Wed 9/13/17	Tue 1/16/18																				
158		Draft	11 wks	Wed 9/13/17	Tue 11/28/17	141,46,146.7										9/13		11/28							
159		PDT Review	4 wks	Wed 11/29/17	Tue 12/26/17	158											11/29		12/26						
160		Final	3 wks	Wed 12/27/17	Tue 1/16/18	159												12/27		1/16					
161		3.2.3.2 Support for Noise Abatement Decision Report (NADR)	11 wks	Wed 9/13/17	Tue 11/28/17	141,46,146.7										9/13		11/28							
162	165.10.30	3.2.4 Air Quality and Greenhouse Gas Technical Report	80 days	Wed 9/13/17	Tue 1/2/18																				
163		Draft	9 wks	Wed 9/13/17	Tue 11/14/17	141,46,146.7										9/13		11/14							
164		PDT Review	4 wks	Wed 11/15/17	Tue 12/12/17	163											11/15		12/12						
165		Final	3 wks	Wed 12/13/17	Tue 1/2/18	164												12/13		1/2					
166	165.10.35	3.2.5 Water Quality Assessment Report	50 days	Wed 8/16/17	Tue 10/24/17																				
167		Draft	4 wks	Wed 8/16/17	Tue 9/12/17	141,46,146.7										8/16		9/12							
168		PDT Review	4 wks	Wed 9/13/17	Tue 10/10/17	167											9/13		10/10						
169		Final	2 wks	Wed 10/11/17	Tue 10/24/17	168												10/11		10/24					
170	165.10.55	3.2.6 Draft Right-of-Way Relocation Impact Document	50 days	Wed 6/7/17	Tue 8/15/17																				
171		Draft	4 wks	Wed 6/7/17	Tue 7/4/17	48										6/7		7/4							
172		PDT Review	4 wks	Wed 7/5/17	Tue 8/1/17	171												7/5		8/1					

Task	Project Summary	Rolled Up Progress	Inactive Summary	Start-only
Task Progress	Group By Summary	External Tasks	Manual Task	Finish-only
Split	Rolled Up Task	External Milestone	Duration-only	Deadline
Milestone	Rolled Up Critical Task	Inactive Task	Manual Summary Rollup	Critical Task
Summary	Rolled Up Milestone	Inactive Milestone	Manual Summary	Critical Task Progress





# Faith Home Rd/Garner Rd Bridge over the Tuolumne River

## PA & ED

ID	WBS	Task Name	Duration	Start	Finish	Pred	2017												2018												2019		
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
239	175.10.20	Pubic Notices	30 days	Wed 1/16/19	Tue 2/26/19 237																								1/16	2/26			
240	175.10.35	Hold Public Hearing	0 days	Tue 2/26/19	Tue 2/26/19 238, 239																								2/26				
241	175.10.40	Prepare Record of Hearing	2 wks	Wed 2/27/19	Tue 3/12/19 240																								2/27	3/1			
242	175.15	Responses and comments for Staff Report	2 wks	Wed 2/27/19	Tue 3/12/19 240																								2/27	3/1			
243	175.20	<b>4.3 Select Preferred Alternative</b>	25 days	Wed 1/16/19	Tue 2/19/19																												
244		Draft	2 wks	Wed 1/16/19	Tue 1/29/19 235																								1/16	1/29			
245		PDT Review	2 wks	Wed 1/30/19	Tue 2/12/19 244																								1/30	2/12			
246		Final	1 wk	Wed 2/13/19	Tue 2/19/19 245																								2/13	2/19			
247	180.10	<b>4.4 Final Environmental Document (FED)</b>	91 days	Wed 1/16/19	Wed 5/22/19																												
248		Prepare & Approve FED	10 wks	Wed 1/16/19	Tue 3/26/19 235																								1/16				
249		Notice of Intent to Adopt FED	30 days	Wed 3/27/19	Tue 5/7/19 248																								3/27				
250		Caltrans Environmental Document Review Checklist	2 wks	Wed 3/27/19	Tue 4/9/19 248																								3/27				
251		(External Certification) Environmental Document Quality Control Review Certification forms	1 wk	Wed 3/27/19	Tue 4/2/19 248																								3/27				
252		Responses and comments for Staff Report	30 days	Wed 4/3/19	Tue 5/14/19 251																								4/3				
253		Notice of Determination (CEQA)	1 wk	Wed 5/15/19	Tue 5/21/19 252																												
254		Coordinate with Caltrans for NEPA EA Signature	3 wks	Wed 4/3/19	Tue 4/23/19 251																								4/3				
255		Stanislaus Board of Supervisors Adopts CEQA	1 day	Wed 5/22/19	Wed 5/22/19 253																												
256	165.10.75	<b>4.5 Environmental Commitment Record (ECR) &amp; MMPR</b>	45 days	Wed 3/6/19	Tue 5/7/19																												
257		Draft	3 wks	Wed 3/6/19	Tue 3/26/19 248FF																								3/6				
258		PDT Review	4 wks	Wed 3/27/19	Tue 4/23/19 257																								3/27				
259		Final	2 wks	Wed 4/24/19	Tue 5/7/19 258																								4/2				
260	180.05	<b>5.0 FINAL PROJECT REPORT</b>	50 days	Wed 1/24/18	Tue 4/3/18																												
261		<b>5.1 Update Draft Project Report</b>	30 days	Wed 1/24/18	Tue 3/6/18																												
262		Draft	2 wks	Wed 1/24/18	Tue 2/6/18 124																								1/24	2/6			
263		PDT Review	2 wks	Wed 2/7/18	Tue 2/20/18 262																								2/7	2/20			
264		Final	2 wks	Wed 2/21/18	Tue 3/6/18 263																								2/21	3/6			
265		<b>5.2 Final Project Report</b>	20 days	Wed 3/7/18	Tue 4/3/18																												
266		Draft	1 wk	Wed 3/7/18	Tue 3/13/18 264																								3/7	3/13			
267		PDT Review	2 wks	Wed 3/14/18	Tue 3/27/18 266																								3/14	3/27			
268		Final	1 wk	Wed 3/28/18	Tue 4/3/18 267																								3/28	4/3			
269	185	<b>6.0 30% PLANS AND ESTIMATE</b>	80 days	Wed 2/20/19	Tue 6/11/19																												
270	185.15	<b>6.1 30% Plans - Roadway</b>	80 days	Wed 2/20/19	Tue 6/11/19																												

Task		Project Summary		Rolled Up Progress		Inactive Summary		Start-only	[
Task Progress		Group By Summary		External Tasks		Manual Task		Finish-only	]
Split		Rolled Up Task		External Milestone		Duration-only		Deadline	o
Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Critical Task Progress	

Faith Home Rd/Garner Rd Bridge over the Tuolumne River  
PA & ED

ID	WBS	Task Name	Duration	Start	Finish	Pred	2017												2018												2019											
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
271		<b>30% Plans - Roadway</b>	80 days	Wed 2/20/19	Tue 6/11/19																																					
272		Draft	8 wks	Wed 2/20/19	Tue 4/16/19 246																																					
273		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 272																																					
274		Final	4 wks	Wed 5/15/19	Tue 6/11/19 273																																					
275	185.20.99	<b>6.2 30% Engineer's Estimate</b>	80 days	Wed 2/20/19	Tue 6/11/19																																					
276		Draft	8 wks	Wed 2/20/19	Tue 4/16/19 272FF																																					
277		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 276																																					
278		Final	4 wks	Wed 5/15/19	Tue 6/11/19 277																																					
279	185.25.15	<b>6.3 Right-of-Way Requirements Maps</b>	50 days	Wed 4/3/19	Tue 6/11/19																																					
280		Draft	2 wks	Wed 4/3/19	Tue 4/16/19 272FF																																					
281		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 280																																					
282		Final	4 wks	Wed 5/15/19	Tue 6/11/19 281																																					
283	185.25.20	<b>6.4 Final Railroad Involvement</b>	45 days	Wed 3/27/19	Tue 5/28/19																																					
284		Draft	3 wks	Wed 3/27/19	Tue 4/16/19 272FF																																					
285		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 284																																					
286		Final	2 wks	Wed 5/15/19	Tue 5/28/19 285																																					
287	185.25.30	<b>6.5 Utility Conflict Maps</b>	45 days	Wed 3/27/19	Tue 5/28/19																																					
288		Draft	3 wks	Wed 3/27/19	Tue 4/16/19 272FF																																					
289		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 288																																					
290		Final	2 wks	Wed 5/15/19	Tue 5/28/19 289																																					
291	185.30	<b>6.6 Structure Plans (30%)</b>	80 days	Wed 2/20/19	Tue 6/11/19																																					
292		Draft	8 wks	Wed 2/20/19	Tue 4/16/19 272FF																																					
293		PDT Review	4 wks	Wed 4/17/19	Tue 5/14/19 292																																					
294		Final	4 wks	Wed 5/15/19	Tue 6/11/19 293																																					
295	170	<b>7.0 PERMITS, LICENSES, AGREEMENTS, &amp; CERTIFICATIONS (PLACs)</b>	4 days	Wed 5/22/19	Tue 5/28/19																																					
296	170.10	<b>7.1 Permit Applications</b>	0 days	Wed 5/22/19	Wed 5/22/19 254,255																																					
297	170.10.30	<b>7.2 CVFPB and FEMA Coordination</b>	0 days	Wed 5/22/19	Wed 5/22/19 254,255																																					
298	170.10.99	<b>7.3 California State Lands Commission (CSLC)</b>	0 days	Wed 5/22/19	Wed 5/22/19 254,255																																					
299	170.15	<b>7.4 Railroad Agreement</b>	0 days	Tue 5/28/19	Tue 5/28/19 286FF																																					

Task		Project Summary		Rolled Up Progress		Inactive Summary		Start-only	[
Task Progress		Group By Summary		External Tasks		Manual Task		Finish-only	]
Split		Rolled Up Task		External Milestone		Duration-only		Deadline	-
Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Critical Task Progress	

**EXHIBIT D**  
**FEE SCHEDULE**



**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT  
FAITH HOME ROAD/GARNER ROAD BRIDGE OVER THE TUOLUMNE RIVER  
FEE PROPOSAL  
May 9, 2016**

TASK	TYU			Anrab			Fehr & Peers			NorthStar			Overland Pacific Cutter			RGS			Sycamore Environmental			Progra360			WRECC			PROJECT TOTALS																								
	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Total Hrs	Total Other Direct Costs	Total \$ Per Sub-Task																						
<b>1 Project Management</b>																											<b>898</b>	<b>14,460</b>	<b>16</b>	<b>340</b>	<b>13,138</b>	<b>10</b>	<b>428</b>	<b>9,961</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>336</b>	<b>1,000</b>	<b>38,248</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>100</b>	<b>5,830</b>	<b>1,542</b>	<b>7,740</b>	<b>325,600</b>
TASK 1 Total Hours																											<b>898</b>	<b>14,460</b>	<b>16</b>	<b>340</b>	<b>13,138</b>	<b>10</b>	<b>428</b>	<b>9,961</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>336</b>	<b>1,000</b>	<b>38,248</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>100</b>	<b>5,830</b>	<b>1,542</b>	<b>7,740</b>	<b>325,600</b>
TASK 1 Subtotal (\$)																											<b>\$ 3,100</b>	<b>\$ 264,000</b>	<b>\$ 540</b>	<b>\$ 28,338</b>	<b>\$ 500</b>	<b>\$ 9,961</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,000</b>	<b>\$ 38,248</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 100</b>	<b>\$ 5,830</b>	<b>\$ 1,542</b>	<b>\$ 7,740</b>	<b>\$ 325,600</b>

TASK	TYU			Anrab			Fehr & Peers			NorthStar			Overland Pacific Cutter			RGS			Sycamore Environmental			Progra360			WRECC			PROJECT TOTALS																											
	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Total Hrs	Total Other Direct Costs	Total \$ Per Sub-Task																									
<b>2 Preliminary Engineering Studies and Prepare Draft Project Report</b>																											<b>1,304</b>	<b>24,250</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>794</b>	<b>9,700</b>	<b>30,499</b>	<b>486</b>	<b>10,700</b>	<b>7,651</b>	<b>230</b>	<b>0</b>	<b>1,185</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>354</b>	<b>4,955</b>	<b>11,700</b>	<b>124,961</b>
TASK 2 Total Hours																											<b>1,304</b>	<b>24,250</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>794</b>	<b>9,700</b>	<b>30,499</b>	<b>486</b>	<b>10,700</b>	<b>7,651</b>	<b>230</b>	<b>0</b>	<b>1,185</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>354</b>	<b>4,955</b>	<b>11,700</b>	<b>124,961</b>
TASK 2 Subtotal (\$)																											<b>\$ 8,990</b>	<b>\$ 202,250</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 8,790</b>	<b>\$ 30,499</b>	<b>\$ 486</b>	<b>\$ 10,700</b>	<b>\$ 7,651</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,185</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 354</b>	<b>\$ 4,955</b>	<b>\$ 11,700</b>	<b>\$ 124,961</b>



**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT  
FAITH HOME ROAD/GARNER ROAD BRIDGE OVER THE TUOLUMNE RIVER  
FEE PROPOSAL  
May 9, 2016**

TASK	TYLI			SUBCONSULTANT SUMMARY											PROJECT TOTALS					
	Hrs Per Sub-Task	Other Direct Costs	\$ Per Sub-Task	Arwab	Fehr & Peers	NorthStar	Overland Pacific Corridor	RGS	Sycamore Environmental	Procura360	WRCCO	Total Hrs Per Sub-Task	Total Other Direct Costs	Total \$ Per Sub-Task						
<b>3 Environmental Studies</b>																				
3.1 Field Review and Preliminary Environmental Study (PES)	16	\$ -	\$ 4,230	0	0	0	0	0	0	0	0	16	\$ -	\$ 4,230						
3.1.1 Environmental Project Management, Meetings & Coordination	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
3.1.2 PES and Field Review	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
3.2 General Environmental Studies	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
3.2.1 Community & Farmland Impact Assessment	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.2 Visual Impact Assessment	12	\$ -	\$ 3,007	0	0	0	0	0	0	0	0	12	\$ -	\$ 3,007						
3.2.3 Noise Study	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.3.1 Noise Study Report	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.3.2 Noise Abatement Study Report	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.4 Air Quality Technical Report	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.5 Water Quality Assessment Report (WQAR)	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.6 Draft Right of Way Relocation Impact Document	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.7 Prepare Location Hydraulic / Floodplain Study Report	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.8 Initial Site Assessment (ISA)	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.2.9 Preliminary Site Investigation (PSI)	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.3 Biological Studies	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
3.3.1 Biological Assessment (BA) & Section 7 Consultation	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.3.2 Wetlands Study	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.3.3 Natural Resources Study (NRS) Report	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4 Cultural Resources Studies	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
3.4.1 Area of Potential Effect (APE) / ASR / HPSR	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4.2 APE Architectural & Historic Resources Evaluation Report (AHER)	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4.3 Paleontology Study	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4.4 Extended Phase I Archaeological Studies	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4.5 Finding of Effect	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
3.4.6 Section 4(f) De Minimis Documentation	3	\$ -	\$ 752	0	0	0	0	0	0	0	0	3	\$ -	\$ 752						
<b>TASK 3 Total Hours</b>	<b>116</b>		<b>\$ 11,132</b>									<b>116</b>		<b>\$ 11,132</b>						
<b>TASK 3 Subtotal (\$)</b>			<b>\$ 11,132</b>											<b>\$ 11,132</b>						
<b>4 NEPA/CEQA Environmental Document</b>																				
4.1 Draft Environmental Document -DED (Draft EA/IS-MND)	4	\$ -	\$ 1,057	0	0	0	0	0	0	0	0	4	\$ -	\$ 1,057						
4.2 Circulate DED (Draft EA/IS-MND)	4	\$ -	\$ 1,057	0	0	0	0	0	0	0	0	4	\$ -	\$ 1,057						
4.3 Select Preferred Alternative	25	\$ -	\$ 5,799	0	0	0	0	0	0	0	0	25	\$ -	\$ 5,799						
4.4 Final Environmental Document (FED) (EA/IS-MND)	10	\$ -	\$ 2,395	0	0	0	0	0	0	0	0	10	\$ -	\$ 2,395						
4.5 Environmental Commitment Record (ECR) and MMRP	10	\$ -	\$ 2,561	0	0	0	0	0	0	0	0	10	\$ -	\$ 2,561						
<b>TASK 4 Total Hours</b>	<b>53</b>		<b>\$ 12,869</b>									<b>53</b>		<b>\$ 12,869</b>						
<b>TASK 4 Subtotal (\$)</b>			<b>\$ 12,869</b>											<b>\$ 12,869</b>						
<b>5 Final Project Report</b>																				
5.1 Update Draft Project Report	87	\$ -	\$ 18,395	0	0	0	0	0	0	0	0	87	\$ -	\$ 18,395						
5.2 Final Project Report	14	\$ -	\$ 3,287	0	0	0	0	0	0	0	0	14	\$ -	\$ 3,287						
<b>TASK 5 Total Hours</b>	<b>101</b>		<b>\$ 21,682</b>									<b>101</b>		<b>\$ 21,682</b>						
<b>TASK 5 Subtotal (\$)</b>			<b>\$ 21,682</b>											<b>\$ 21,682</b>						
<b>6 Prepare 30% Plans and Estimate</b>																				
6.1 Preliminary Design (30% Plans)	623	\$ -	\$ 105,703	0	0	0	0	0	0	0	0	623	\$ -	\$ 105,703						
6.2 Cost Estimate (30%)	138	\$ -	\$ 24,888	0	0	0	0	0	0	0	0	138	\$ -	\$ 24,888						
6.3 Right of Way Requirements Maps	14	\$ -	\$ 2,271	0	0	0	0	0	0	0	0	14	\$ -	\$ 2,271						
6.4 Final Railroad Involvement	26	\$ -	\$ 5,513	0	0	0	0	0	0	0	0	26	\$ -	\$ 5,513						
6.5 Utility Conflict Maps	22	\$ -	\$ 3,039	0	0	0	0	0	0	0	0	22	\$ -	\$ 3,039						
6.6 Structure Plans (30%)	186	\$ -	\$ 28,182	0	0	0	0	0	0	0	0	186	\$ -	\$ 28,182						
<b>TASK 6 Total Hours</b>	<b>1009</b>		<b>\$ 169,587</b>									<b>1009</b>		<b>\$ 169,587</b>						
<b>TASK 6 Subtotal (\$)</b>			<b>\$ 169,587</b>											<b>\$ 169,587</b>						
<b>7 Permits, Licenses, Agreements, and Certifications (PLACs)</b>																				
7.1 Permit Applications (per RFP Addendum #2)	0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
7.1.1 404 - U.S. Army Corps of Engineers Permit (404/10)	6	\$ -	\$ 1,586	0	0	0	0	0	0	0	0	6	\$ -	\$ 1,586						
7.1.2 402 - Waste Discharge (NPDES) Permit(s)	30	\$ -	\$ 7,351	0	0	0	0	0	0	0	0	30	\$ -	\$ 7,351						
7.1.3 401 - Regional Water Quality Control Board 401 Permit	6	\$ -	\$ 1,586	0	0	0	0	0	0	0	0	6	\$ -	\$ 1,586						
7.1.4 1602 - CDFW Streambed Alteration Agreement	5	\$ -	\$ 1,281	0	0	0	0	0	0	0	0	5	\$ -	\$ 1,281						
7.2 Central Valley Flood Protection Board (CVFPB) & FEMA	23	\$ -	\$ 4,786	0	0	0	0	0	0	0	0	23	\$ -	\$ 4,786						
7.3 California State Lands Commission (CSLC)	23	\$ -	\$ 4,786	0	0	0	0	0	0	0	0	23	\$ -	\$ 4,786						
7.4 Railroad Agreements	96	\$ -	\$ 26,225	0	0	0	0	0	0	0	0	96	\$ -	\$ 26,225						
<b>TASK 7 Total Hours</b>	<b>130</b>		<b>\$ 47,601</b>									<b>130</b>		<b>\$ 47,601</b>						
<b>TASK 7 Subtotal (\$)</b>			<b>\$ 47,601</b>											<b>\$ 47,601</b>						
<b>TOTAL HOURS</b>	<b>3679</b>			<b>136</b>		<b>840</b>		<b>460</b>		<b>278</b>		<b>186</b>		<b>2706</b>						
<b>TOTAL FEE</b>		<b>\$ 15,080</b>	<b>\$ 779,997</b>	<b>\$ 540</b>	<b>\$ 28,338</b>	<b>\$ 9,250</b>	<b>\$ 117,532</b>	<b>\$ 10,700</b>	<b>\$ 74,631</b>	<b>\$ 22,507</b>	<b>\$ 1,000</b>	<b>\$ 38,249</b>	<b>\$ 5,896</b>	<b>\$ 308,040</b>	<b>\$ 1,456</b>	<b>\$ 56,797</b>	<b>\$ 47,472</b>	<b>\$ 177,841</b>	<b>\$ 90,899</b>	<b>\$ 1,584,031</b>