

**PROFESSIONAL SERVICES CONTRACT
(for non-federal projects)**

THIS CONTRACT is entered into this ____ day of _____ 2025, between the CITY OF STOCKTON, a municipal corporation ("City"), and **MARK THOMAS AND COMPANY, INC.** whose address is **701 UNIVERSITY AVENUE, SUITE 200, SACRAMENTO, CA 95825** ("Consultant") for the **LOWER SACRAMENTO ROAD WIDENING AND BRIDGE REPLACEMENTS, PROJECT NO. WT19007**, hereinafter referred to as "Project".

RECITALS

- A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit B** and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. **COMPENSATION.** City shall pay Consultant for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **\$4,335,231.44** or as otherwise mutually agreed to in a Contract Amendment.

3. **INSURANCE.** During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit D** and shall otherwise comply with the other provisions of **Exhibit D**.

4. **INDEMNITY AND HOLD HARMLESS.** Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this

indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the City of Stockton unless caused at least in part by the Design Professional. The City of Stockton agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **December 31, 2028**, unless extended by mutual agreement through the issuance of a Contract Amendment.

- A. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.
- B. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

6. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

A. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d).
<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964>

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

B. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit E**). The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

C. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2

D. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

- i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Consultant shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

- ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the

request of the City, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to City the sum of **TWENTY-FIVE AND NO/100 DOLLARS (\$25.00)** for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under Consultant, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

- iii. **PAYROLL RECORDS** - The Consultant to whom the contract is awarded shall ensure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. **APPRENTICESHIP STANDARDS** - The Consultant shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

E. **SANCTIONS**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

7. RIGHTS AND DUTIES OF CITY. City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

8. OBLIGATIONS OF CONSULTANT. Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet

with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

9. OWNERSHIP OF WORK. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

11. TERMINATION. The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

12. CONSULTANT STATUS. In performing the obligations set forth in this Contract, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees, and are not agents of the City. Subcontractors shall not be recognized as having any direct or contractual relationship with the City. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

- A. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment

including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

- i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.
- ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

13. ASSIGNMENT. Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

14. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

15. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:

Mark Thomas and Company, Inc.
701 University Avenue
Suite 200
Sacramento, CA 95825

To City:

Public Works Director
City of Stockton
22 E. Weber Ave., Rm. 301
Stockton, CA 95202

16. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. RECORDS AND AUDITS. City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant agrees to provide City or its delegate with any relevant information requested, and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books,

records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

19. CONFLICTS OF INTEREST. Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

20. WAIVER. In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. NO PERSONAL LIABILITY. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. INTEGRATION AND MODIFICATION. The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant and City, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

MARK THOMAS AND COMPANY, INC.

By: _____
STEVE COLANGELO
INTERIM CITY MANAGER

By: R.M. Brogan
Signature

ATTEST:

Matt Brogan
Print Name

BY: _____
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

Title: Principal + Vice President

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

SCOPE OF WORK

TASK 1. BACKGROUND RESEARCH

The Mark Thomas team's technical approach for collecting data to prepare the various technical studies required for the Lower Sacramento Road widening and bridge replacement project involves the following tasks:

Task 1.1. Data Gathering

The Mark Thomas team shall research and review documents pertinent to existing topographic mapping, photos, right of way maps, "as-built" plans, record maps, surveys, assessor maps, local street improvement plans, collision reports, sight distance, approach speeds, total pedestrians and vehicle volumes, public transit routes, truck volumes, grade, need of advance warning signs and flashers, bridge plans, soils and foundation reports and other geometrical and operational characteristics for the project.

We will reach out and coordinate getting as much of the noted above materials as possible from City staff.

Transportation Impact Analysis Data Gathering

Transportation Data Collection

Fehr & Peers will lead the following data collection efforts to support the transportation impact analyses to be prepared for this project: (NOTE: The following items in red italicize font are being done via a Purchase Order and are not part of this Scope of Work)

- *Collect 72-hour (Tuesday through Thursday) average daily traffic (ADT) counts with truck classifications and speed surveys at the following Lower Sacramento Road segments:*
 1. *Between Pixley Slough and Eight Mile Road*
 2. *Between Eight Mile Road and Marlette Road*
 3. *Between Marlette Road and Grider Way*
 4. *Between Grider Way and Royal Oaks Drive*
- *Collect AM (7:00-9:00 AM) and PM (4:00-6:00 PM) peak period turning movement counts (including pedestrians, bicyclists, and heavy trucks) at the following intersections:*
 1. *Lower Sacramento Road/Eight Mile Road*
 - *Fehr & Peers will use intersection count data collected at this intersection in February 2024 as part of the Eight Mile Road Precise Road Plan project*
 2. *Lower Sacramento Road/Villa Point Drive/Church Driveway*
 3. *Lower Sacramento Road/Marlette Road (North)*
 4. *Lower Sacramento Road/Marlette Road (South)*
 5. *Lower Sacramento Road/Grider Way*
 6. *Lower Sacramento Road/Armor Drive*
 7. *Lower Sacramento Road/Royal Oaks Drive*
- *Conduct field reconnaissance to document existing active transportation infrastructure conditions, transit stops and corresponding transit services, study intersection lane configurations and traffic controls, and observe peak period traffic operations along the study corridor.*
- Coordination with San Joaquin Regional Transit District (RTD) staff to obtain existing ridership data for routes that traverse the study corridor.

- Request signal timing plans from City for signalized study intersections.
- Obtain injury collision data for the study corridor for the latest available five-year period from the Statewide Integrated Traffic Records System (SWITRS) and the UC Berkeley SafeTREC Transportation Injury Mapping System (TIMS) databases. Fehr & Peers will review the locations of each collision along with the primary collision factors and type of vehicle involved in the collisions.

Street & Intersection Capacity Analysis

Fehr & Peers will analyze AM, PM, and Daily volume-to-capacity ratios at up to four (4) study roadway segments using the Highway Capacity Manual (HCM) 6th Edition (Transportation Research Board, 2016). Fehr & Peers will analyze level of service (LOS) at up to seven (7) study intersections for weekday AM and PM peak hours using procedures described in the HCM. HCM procedures will be applied using the Synchro/SimTraffic version 11 micro-simulation software application. The SimTraffic simulations will be calibrated to the observed intersection volumes (i.e., percent demand served) and observed maximum queues.

Peak hour traffic volumes will also be used to evaluate whether any of the unsignalized study intersections meet the peak hour signal warrant based on the methodology provided in the *California Manual of Uniform Traffic Control Devices* (2014).

Collision Analysis

Fehr & Peers will analyze the SWITRS and TIMS collision data to identify collision patterns and trends. They will prepare heat maps showing concentration of collisions and identify bicycle-pedestrian collisions, and locations with a high frequency of severe injury collisions. Countermeasures from the FHWA countermeasure toolbox will be identified for high frequency collision locations.

Level of Traffic Stress

Fehr & Peers will evaluate existing active transportation facilities and the corresponding Level of Traffic Stress (LTS) along Lower Sacramento Road between Pixley Slough and Royal Oaks Road, taking into consideration number of lanes, design speed, and separation from the roadway.

Task 1.2. Existing Plan Review

The Mark Thomas team will review and be familiar with the City of Stockton's Bicycle Master Plan, 2040 City General Plan, Local Road Safety Plan / Systemic Safety Analysis Report, Transportation Impact Analysis Guidelines, and other adopted development plans including outside agency plans such as San Joaquin County adopted plans. The design team will work with the City and the County to obtain and document all available record documents as well as all draft PRP documents available from the Eight Mile Road PRP project.

Task 1.3. Documentation of Existing Conditions

Appropriate members of the Mark Thomas team shall visit the project site to conduct a field reconnaissance of the project area. We will also verify the location and type of existing improvements, equipment, bus zone locations, posted speed limit, bus route movements, truck routes, and underground utilities.

LSA staff will visit the site to familiarize themselves with the project area and will be available to participate in an in-person start-up meeting to initiate the project. As part of this task, once federal funding is secured, LSA will reach out to Caltrans to confirm the scope and format for the NEPA document. Following consultation with Caltrans, we will discuss with City staff any required revisions to our scope and fee due to Caltrans' requirements that were not anticipated at the time we prepared our Scope of Work.

Existing Transportation Conditions Memo

Fehr & Peers will prepare an Existing Transportation Conditions Memo that describes the data collection effort and documents the analysis assumptions, methodologies, and findings. The memo will describe the existing environmental setting related to transportation conditions. This will include a discussion of the roadway, bicycle, pedestrian, and transit systems along the study corridor. Fehr & Peers will also describe federal, state, regional, and local transportation-related policies and plans that may be applicable to the project.

Fehr & Peers will prepare an Administrative Draft for review by the Mark Thomas team prior to submitting a Draft to the City for review. Fehr & Peers will submit the Administrative Draft Memo within eight (8) weeks of receiving the roadway and intersection count data. The memo will include the following illustrations:

- One illustration in pdf format showing existing street network classification
- One illustration in pdf format showing existing bicycle and pedestrian facilities
- One illustration in pdf format showing existing transit facilities and routes
- One illustration in pdf format showing existing roadway facilities with AM/PM peak hour, Average Daily Traffic volumes, and 85th percentile vehicle speeds at up to four (4) study segments
- One illustration in pdf format showing Weekday AM/PM Peak Hour Traffic Counts at up to seven (7) study intersections
- One illustration in pdf format showing collision analysis heat maps for the plan area

Fehr & Peers will review and respond to one round of consolidated comments on the Administrative Draft in addition to one round of City comments on the Draft before finalizing the memo. Fehr & Peers budgeted 16 hours to respond to two rounds of comments. If comments require additional analysis, study intersections, or data collection, a scope and fee amendment will be necessary to accommodate the additional data collection and analysis efforts.

TASK 1 DELIVERABLES

- Existing Conditions Memo (F&P) (PDF)
- Aerial base map with contours and planimetric data in CADD Civil 3D 2022 or newer
- Topographic base map with 1' contour intervals

TASK 2. PERMITTING/ENVIRONMENTAL SERVICES

The City anticipates federalizing the Project and therefore California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) compliance is required through Caltrans District 10 Office of Local Assistance.

This process may require a full Environmental Impact Report/Environmental Assessment (EIR/EA) for CEQA and NEPA compliance.

The Mark Thomas team will be responsible for printing, mailing, delivering, and distributing to the appropriate Agencies and Stakeholders of all related documents in order to obtain environmental clearance.

The Mark Thomas team will be responsible for identifying all required permits and completing all necessary paperwork to obtain them.

Per our discussion with City staff, staff will take the lead with project compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) as provided by the San Joaquin Council of Governments

(SJCOG). Accordingly, the Mark Thomas team will have little to no involvement with the preparation and processing of the SJMSCP documents.

We will also be responsible for project compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) as provided by the San Joaquin Council of Governments (SJCOG). The City will be responsible for paying any permit fees required.

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. This information will include a detailed description of the project's technical and environmental characteristics, project background, operational characteristics, implementation schedule, required permits, construction details, and all other relevant information. Illustrative figures of the existing site conditions, including a site location map, aerial photographs of surrounding land uses, and project site photos will be included. The design for bridge replacements, culvert reconstruction, roadway design, and other relevant project plans will also be included. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for the Addendum and EA. A draft of the project description will be submitted to the City for review (we have assumed one set of consolidated comments from the City) and acceptance prior to initiation of the impact analysis. An electronic version (in Microsoft Word and Adobe PDF formats) of the Administrative Draft and Final Draft Project Description will be provided.

Task 2.1. Preliminary Environmental Study (PES) Form

LSA will prepare the PES for the proposed project based on the Caltrans Local Assistance Procedures Manual PES Template (January 2023), or the most up-to-date version at project start. The PES, once completed, will be used to determine the appropriate environmental technical studies to be completed to clear NEPA. LSA will submit a Word and PDF version of the administrative draft PES and will respond to one set of comprehensive comments on the PES from the City and Caltrans. Based on the project type at this time we are anticipating technical studies to support a NEPA EA.

Task 2.2. NEPA Technical Studies

LSA proposes to conduct the following technical studies/technical analysis based on our current understanding of the project. The technical studies will be based on the project description, approved PES, and design provided by the Mark Thomas team for one preferred project alternative. LSA will begin preparation of the technical studies following receipt of these project materials and confirmation by City staff that neither the project description nor the design will change significantly enough to require revisions to the technical reports. In addition, LSA has scoped their level of effort for mapping/analysis on receipt of the project design in AutoCAD (i.e., .dwg) format and projected into a real-world coordinate system (e.g., State Plane) for efficient integration into geographic information system (GIS) software. Air Quality, Greenhouse Gas, and Energy Analyses

LSA will prepare Air Quality, Greenhouse Gas (GHG), and Energy analyses that evaluate the impacts from the project and produce an Air Quality Report (with GHG), Air Quality Conformity Checklist, Air Quality Conformity Report, and Energy Memorandum to document the results. These reports will conform to the latest Caltrans Standard Environmental Reference (SER) templates. The San Joaquin Valley Air Pollution Control District (SJVAPCD) administers air quality in the project site area. The analyses will be consistent with all applicable procedures and requirements of the City, SJVAPCD, Caltrans, and CEQA. LSA will conduct the following tasks to complete this scope of work.

Air Quality and Greenhouse Gas Emissions Impacts Analysis

The Air Quality Report (with GHG) will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents (mobile source air toxics [MSAT]), and Caltrans' policy on GHG emissions.

The Air Quality Report will identify existing air quality conditions and potential air quality and GHG emissions impacts resulting from the proposed project, by undertaking the following subtasks:

- **Describe the existing regulatory framework** - The existing regulatory framework for air quality and GHG emissions, including existing laws and regulations and the roles of the local agencies including the California Air Resources Board, the SJVAPCD, Caltrans, and the City will be described.
- **Assess project construction- and operation-period air quality impacts** - LSA will assess air quality and GHG emission impacts during construction using the Caltrans CAL-CET2020 roadway construction model, or another appropriate model as directed by Caltrans commensurate with available project specific information. The modeling will include factors such as site preparation, grading, roadwork, the construction equipment used and the length of time for a specific construction task. Once construction completes, the project would support car and truck trips on the improved roadway. If traffic data is available that shows changes that occur as a result of the proposed project, operational emissions showing the net change in pollutant and GHG emissions will be assessed using the CT-EMFAC2021 model or another appropriate model as directed by Caltrans. It is assumed the air pollutant and GHG emissions will be modeled for the following conditions at a minimum: "existing", "existing plus project", "forecast", and "forecast plus project".

The Air Quality Report will also analyze and discuss the presence/absence of asbestos-containing structures/roadway affected by the project and construction-related impacts.

The Air Quality Report will document whether the proposed project is included in the latest San Joaquin Council of Governments (SJCOG) Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The project will be presented to the SJCOG for Interagency Consultation (IAC) to determine if the project is considered to be a Project of Air Quality Concern (POAQC). This scope assumes that the project will not be determined to be a POAQC, thus only a qualitative PM₁₀ and PM_{2.5} Hot-Spot assessment will need to be conducted. If the project is determined to be a POAQC, a quantitative PM₁₀ and PM_{2.5} Hot-Spot assessment would need to be conducted and a contract amendment negotiated.

The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Caltrans Standard Specifications for Construction, as well as mitigation measures, if necessary, will be recommended to reduce short-term construction related impacts. In addition, mitigation measures will be prescribed for any operational impacts that are identified.

- **Air Quality Conformity Report** - In addition to the air quality analysis, LSA will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" (Air Quality Conformity Report [AQCR]) required for NEPA delegation. An Air Quality Conformity Checklist and an Air Quality Conformity Report will be required to make a project-level air quality conformity determination for the proposed project. This scope assumes the preparation of a quantitative PM₁₀ and PM_{2.5} Hot-Spot assessment would not be required. A qualitative PM₁₀ and PM_{2.5} Hot-Spot assessment and Mobile Source Air Toxic (MSAT) analysis will be prepared according to FHWA Updated Interim Guidance for NEPA Documents.
- **Identify mitigation measures** - LSA will identify, if necessary, practical mitigation measures to address any significant project or cumulative impacts from emissions of criteria air pollutants and/or GHGs. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts to the extent feasible will be

identified. Mitigation measures established by the SJVAPCD for dust suppression will be identified to reduce particulate matter impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

- **Energy Impacts Analysis** - LSA will assess construction energy impacts using the same project information used for the air quality analysis described above. If traffic data showing changes that occur as a result of the proposed project is available, LSA will also assess operational energy impacts. It is assumed the energy use will be modeled for the following conditions at a minimum: "existing", "existing plus project", "forecast", and "forecast plus project". The Energy Memorandum will address both of the energy issues identified in the checklist in Appendix G of the State CEQA Guidelines.
- **Prepare and Submit the Reports** - Once the Air Quality Report has been fully reviewed and finalized, the Air Quality Conformity Checklist and Air Quality Conformity Report will be completed within 3 weeks. All reports will be submitted as a Portable Document Format (PDF) file. LSA will respond to one round of consolidated minor review comments on each report/ memorandum. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal are not included in this scope of work.

LSA has budgeted 12 hours for responding to comments generated during review of the Air Quality Report and 8 hours for responding to comments generated during review of the AQCR. This scope excludes LSA technical staff attending project meetings or agency meetings.

Biological Resources

LSA's approach to biological resources compliance for this project considers reporting requirements set forth by Caltrans in the *Caltrans Local Assistance Procedures Manual and Standard Environmental Reference* combined with obtaining coverage for the project under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).

Literature Review and Field Surveys

LSA will evaluate the biological resources present on the project site and determine project effects to those resources. A key objective of the evaluation will be to identify any special status plant or wildlife species, or sensitive habitats, that may be affected by the project. LSA will query relevant databases and other online data sources such as the U.S. Fish and Wildlife Service's (USFWS) Information, Planning, and Conservation (IPaC) System, the California Department of Fish and Wildlife Service's (CDFW) California Natural Diversity Database, and the California Native Plant Rare Plant Inventory.

A preliminary review of the project site indicates a potential for presence of several special status species, such as burrowing owl (*Athene cunicularia*) and Swainson's hawk (*Buteo swainsoni*), for which there are several records throughout the vicinity. Pixley Slough, Bear Creek, a ditch adjacent to Eight Mile Road, and an unnamed irrigation canal adjacent to Marlette Road will also be evaluated for potential to support aquatic species such as giant gartersnake (*Thamnophis gigas*) and northwestern pond turtle (*Actinemys marmorata*).

The following field surveys are proposed:

- **General Field Survey**. LSA will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. LSA will also assess the existing bridges for potential habitat for nesting birds or roosting bats.
- **Aquatic Resources Delineation**. LSA will conduct an aquatic resources delineation of the project site to identify areas potentially subject to regulation by the U.S. Army Corps of Engineers (USACE) or the Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the Corps of Engineers Wetlands Delineation Manual (January 1987), the ACOE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (September 2008), and the RWQCB State Wetland Definition and

Procedures for Discharges of Dredged or Fill Material to Waters of the State (April 2019). Aquatic features subject to California Department of Fish and Wildlife jurisdiction will also be identified.

- Tree Survey. In conjunction with the general field survey, LSA will inventory all trees within the project impact area; data collected will include species, location, diameter at breast height (dbh), and approximate height.

Documentation

LSA proposes to prepare the following reports to document biological resources in the project area and evaluate potential project effects to biological resources:

- Natural Environment Study (NES). The results of the field surveys will be documented in an NES prepared in accordance with the Caltrans' current SER template. The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the aquatic resources delineation and other surveys will also be summarized in the NES. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.
- Aquatic Resources Delineation Report. The results of the delineation field work will be documented in an Aquatic Resources Delineation Report (ARDR) prepared in accordance with the *USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*, dated January 2016 and the and the USACE Regulatory Guidance Letter 16-01 (October 2016) regarding Preliminary Jurisdictional Delineations. The report will include a description of the setting, a discussion of the methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential jurisdictional waters of the U.S./State on the site.
- Biological Assessment (BA). Coverage under the SJMSCP should by-pass the need for Section 7 consultation with the USFWS. However, if the project has potential to impact federally listed fish species regulated by the National Marine Fisheries Service or federally listed species regulated by the USFWS that are not included in the SJMSCP, then a BA consistent with Caltrans' current SER template may be required. LSA will prepare this BA to evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures.
- Habitat Mitigation Plan. LSA will prepare Habitat Mitigation Plan (HMP) for inclusion with the regulatory permit applications described below. The HMP will include provisions for implementation, monitoring, and reporting for on-site restoration of temporarily impacted areas, and will describe any off-site mitigation that may be required for permanent impacts to waters of the State and U.S. and CDFW riparian habitats, if applicable. We anticipate that off-site mitigation requirements for each agency will be satisfied through fee payment for coverage under the SJMSCP.

LSA has budgeted 12 hours each for responding to comments generated during City and Caltrans review of the NES and BA, and 5 hours for responding to comments generated during City and Caltrans review of the delineation report. This scope assumes that project boundaries and impact areas will be provided to LSA in a georeferenced format, access to all portions of the project site will be arranged by the City in advance of field surveys, and that all draft deliverables will undergo concurrent review by the City and Caltrans and one set of compiled comments will be provided to LSA.

Community Impacts

A Community Impact Assessment (CIA) will be prepared, consistent with the guidelines in the FHWA Technical Advisory T6640.8A, Caltrans CIA Handbook (October 2011), Caltrans CIA template (2023) and other applicable guidance from the FHWA and the Caltrans SER Web sites. LSA reviewed the Caltrans SER and determined that a mid-level CIA would be appropriate for this project. The CIA is anticipated to focus on land use impacts, consistency with applicable State, Regional, and Local Plans, farmland impacts, community character and cohesion, relocations and real property acquisition, traffic and transportation/pedestrian and bicycle facilities, and public involvement. The CIA will provide a description of existing, adopted, and proposed land uses on and in the immediate vicinity of the project site,

including employment and activity centers. The CIA will also address the proposed project's consistency with relevant local, regional, and State regulations and land use, transportation, and air quality plans. Farmland impacts due to project implementation will also be discussed in the CIA. Housing, employment, and population conditions, as well as the locations of important community facilities in the vicinity of the project site will be described. Relevant demographic and land use information for the project study area will be mapped. The project is anticipated to require parcel acquisitions; however, no relocations are expected. An analysis of the project's potential right-of-way impacts and associated socioeconomic impacts will be discussed in the CIA. The CIA will also address federal environmental justice requirements and evaluate whether the project would increase/decrease transportation equity in the affected areas of Stockton. Because the project may include detours during construction activities, a discussion of the project's construction-period impacts on community access will also be provided in the CIA.

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

LSA has budgeted ten (10) hours for responding to comments generated during review of the CIA.

Phase 1 Initial Site Assessment (ISA)

Crawford will prepare a Phase 1 Initial Site Assessment (ISA) to evaluate the project alignment (from Pixley Slough to Royal Oaks Drive) and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the constructability, feasibility, and/or cost of the project. The ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21. The ISA will include the following elements:

- **Records review:** Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- **Physical Setting Review:** The ISA will include a summary of geologic conditions underlying the subject property and vicinity based on readily available geologic mapping from the U.S. Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- **Historical Land Use Review:** ERIS will provide historical aerial photographs, topographic maps, city directories, and Sanborn fire insurance maps (where available) for the subject property and vicinity. Crawford will review these data to develop a history of general property uses for the project alignment and surrounding parcels back to the alignment's first development, or 1940, whichever is earlier.
- **Site Reconnaissance:** Crawford will perform a driving and walking reconnaissance of the project alignment and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and aboveground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate.
- **Interviews:** Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners, tenants, and key site managers where names and contact information is provided. Crawford may also contact City of Stockton or San Joaquin County Environmental Health Department

personnel to inquire about department knowledge pertaining to the project alignment or properties in the project vicinity, as warranted by the findings and reconnaissance.

- Report of Findings: A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:
 - Description of the subject property and vicinity;
 - Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;
 - Summary of the historical record review and historical site usage;
 - Findings from the records review;
 - Site reconnaissance observations;
 - Interview results;
 - Photographs of significant items of environmental concern observed during the site reconnaissance (if any);
 - Findings, Opinions, and Conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures; and
 - Recommendations: As warranted by the findings for additional investigation and/or sampling for potentially hazardous materials.

Assumptions

- The project description and drawings showing planned improvements, stationing, and project limits will be provided by other members of the Mark Thomas team.
- Initial contact with adjacent parcel owners by the City will be provided if interviews or access are required.
- Chain-of-title, Activity and Use Limitations, and Environmental Lien searches for the project alignment or adjacent properties are not included in this scope of work.

Deliverables:

Crawford will deliver draft and final ISA Reports to Mark Thomas to review and submit to City staff when ready for City review.

Noise Memorandum

LSA will prepare a Noise Study Report (NSR) consistent with the *Caltrans Noise Traffic Noise Analysis Protocol* (April 2020), and Technical Noise Supplement (TeNS) [September 2013], and the annotated outline provided by the Caltrans Standard Environmental Reference (SER). The NSR will identify traffic noise impacts on land uses located adjacent to the proposed project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. Land uses located adjacent to the project on both sides of the roadway will be identified and discussed using land use information, aerial photographs, and field reconnaissance.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative land uses in the project area on both sides of the roadway. Short-term (20-minute) noise level measurements will be conducted at up to 14 locations with concurrent traffic counts to document the existing noise environment and to calibrate the traffic noise model. Long-term 24-hour noise level measurements will be conducted at up to 2 locations to identify the peak traffic noise hour. Locations of the short-term and long-term noise level measurements will be clearly shown on an exhibit. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 will be used to calculate existing and future traffic noise levels. Model input data include traffic volumes, vehicle mix among autos, medium and heavy

trucks, vehicle speeds, ground attenuation factors, and roadway configurations. The TNM 2.5 model will be calibrated using the short-term noise levels measurement and concurrent traffic counts to ensure the accuracy of the noise model. The existing and future traffic conditions will assume either the worst-hour traffic volumes or the peak-hour traffic volumes provided in the traffic study, whichever is less. Traffic noise impacts will be determined based on the future traffic noise levels and the corresponding NAC for each land use.

Noise abatement measures (sound walls) designed to reduce long-term traffic noise impacts by 5 dBA or more, as required to be feasible, will be evaluated. The results of the noise modeling in TNM 2.5 will be tabulated in tables and will include the insertion loss and number of benefited receptors/residential units for each soundwall height. Modeled receptors and soundwall locations will be clearly shown an exhibit.

A reasonable allowance per receptor/residential unit and total reasonable allowance will be calculated for each feasible noise barrier height. The height, length, location, top-of-wall elevations, and beginning and ending station numbers will be provided for each feasible noise barrier height.

Short-term noise impacts from construction sources will be analyzed based on the equipment expected to be used. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent noise-sensitive locations. Analysis requirements will be based on the sensitivity of the area, Caltrans Standard Specifications, and the City's Municipal Code.

LSA has budgeted two rounds of review and each round of review for a total of thirty-two (32) hours for responding to comments generated during review of the NSR.

Noise Abatement Decision Report (NADR)

If feasible sound barriers were identified in the Noise Study Report (NSR), LSA will prepare a NADR consistent with the Caltrans Traffic Noise Analysis Protocol (April 2020) and the annotated outline provided by the Caltrans SER. The report will summarize key information presented in the NSR, which would include acoustical feasibility, number of benefited residences, and the total reasonable allowance. The engineer's construction cost estimate for the evaluated abatement will be developed by the project engineer and compared to the total reasonable allowance to determine the reasonableness of the noise abatement measure. Non-acoustical factors related to feasibility for the reasonable noise abatement measure (e.g., line-of-sight, safety, maintenance, security, geotechnical considerations, and utility relocations) will be evaluated. In addition, secondary effects of abatement on cultural resources, scenic views, hazardous materials, biology, and any other applicable resources will be addressed.

LSA has budgeted two rounds of review and a total of twenty-four (24) hours for responding to comments generated during review of the NADR.

Cultural Resources (HPSR / ASR)

If the project receives federal funding, it would then qualify as an "undertaking" as defined at 36 CFR §800.16(y) and must comply with Section 106 of the National Historic Preservation Act of 1966, As Amended (Section 106). LSA will conduct cultural resource studies that are needed for the City and Caltrans to address requirements of NEPA, CEQA, and Section 106 of the National Historic Preservation Act using guidance set forth in the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

A preliminary review of the parcels within or adjacent to the proposed project area between Pixley Slough and Bear Creek that could contain cultural resources that may be affected by this project has been conducted for this proposal and is presented below.

LSA has reviewed online parcel information provided by the San Joaquin County Assessor Office as well as aerial photographs and USGS topographic quadrangles to determine the age of buildings located on all parcels within and adjacent to the Study Area. Of the parcels within or adjacent to the Study Area, three contained built environment elements with a "Year Built" date over 45 years old (i.e., 1979 and older as of 2024), and are either single family or multi-family properties; therefore, a Historical Resources Evaluation Report (HRER) will be necessary. The following properties contain built environment elements 45 years old or older:

- A multi-family residential property constructed in 1963 on an 8.95-acre parcel at 10350 North Lower Sacramento Road (APN 084-030-19);
- A single-family residential property constructed in 1967 on a two-acre parcel at 10475 Lower Sacramento Road (APN 084-030-15); and
- A single-family residential property constructed in 1948 on a 32.2-acre at 10806 Lower Sacramento Road (APN 084-050-003).

LSA anticipates evaluating these properties as part of the HRER. If any are evaluated as eligible for listing in the National Register of Historic Places, a Finding of Effect may be required. In that case, additional scope and budget will be required.

Research and Field Investigation

LSA will conduct the following tasks to identify cultural resources in the project area.

- LSA will request a records search of the Study Area and a 0.25-mile radius be completed by the staff of the Central California Information Center (CCAIC) of the California Historical Resources Information System. The CCAIC is the official State repository for cultural resources and studies for San Joaquin County. The records search will identify recorded cultural resources and studies within and adjacent to the project site. This information will inform the existing baseline conditions of the project site and minimize redundant research.
- In order to assist Caltrans with tribal consultation, LSA will obtain the results of a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC), send initial contact letters to all tribes designated by the NAHC or Caltrans, follow-up via email twice, if necessary, and compile an administrative record.
- A literature review, as necessary, of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and LSA will be performed. Relevant listings reviewed will include the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the Built Environment Resources Directory (BERD) for San Joaquin County which contains the listings of the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR). If available, appropriate city or county listings will be reviewed.

- An LSA architectural historian will conduct property-specific research at San Joaquin County Historical Society in Lodi and the Haggin Museum in Stockton for historical and environmental information of built environment resources in or adjacent to the Study Area.
- LSA will contact the San Joaquin County Historical Society in Lodi and the Haggin Museum in Stockton for any information or concerns they may have about cultural resources in the Study Area.
- LSA will consult with Caltrans to exempt any additional built environment resources in the Area of Potential Effects (APE) from evaluation, if any, in accordance with criteria set forth in Attachment 4 of the Section 106 PA.
- LSA will conduct an architectural pedestrian field survey of the APE. The client must arrange/provide legal access (right-of-entry) to properties within the APE. It is anticipated that the archaeological field survey will take no more than 12 hours of field time and that the architectural field survey will take no longer than 10 hours. Negative results for archaeological resources are anticipated - in the event of positive results, a contract amendment (budget modification) will be required and a schedule adjustment may be necessary. It is anticipated that the archaeological field survey will take no more than 12 hours of field time and that the architectural field survey will take no longer than 10 hours. Negative results for archaeological resources are anticipated - in the event of positive results, a contract amendment (budget modification) will be required and a schedule adjustment may be necessary.

Documentation

- LSA will prepare an APE map to Caltrans standards which includes built environment resources.
- LSA will prepare a Historic Property Survey Report (HPSR) and a Historical Resources Evaluation Report (HRER).
- LSA will prepare an Archaeological Survey Report (ASR) of negative results that will document the results of the records search, survey, consultation assistance and provide environmental and cultural contexts.

If additional built environment resources are identified within or adjacent to the Study Area, or Caltrans requires updating existing DPRs of other built environment resources in the Study Area, or Caltrans requires other related cultural resource technical studies (such as a Finding of Effect) to address built environment resources, LSA will develop a scope and budget to address the additional required study and prepare draft/final documentation per Caltrans and OHP guidelines. We have budgeted 16 hours for responding to comments generated during review of the HPSR/HRER.

Farmland

Implementation of the project will require the conversion of active agricultural land to a non-agricultural use (specifically a transportation use). Since the project will be using federal funding, LSA will prepare a Form NRCS-CPA-106 (corridor-type projects) to assess the agricultural impacts associated with converting existing agricultural land to a non-agricultural use. If the points of the Total Site Assessment in Part VI of Form NRCS-CPA-106 equate to 60 points or greater, then Form CPA-106 will be sent to the applicable NRCS field office. If, the point total in Part VI is less than 60 points, then Form NRCS-CPA-106 does not need to be submitted to NRCS, and instead, LSA will retain the form in project files as supporting documentation for NEPA. Based in part on the information presented on Form NRCS-CPA-106, LSA will prepare a farmland analysis as part of the project-specific Community Impact Assessment (CIA), and a stand-alone Farmland Assessment Technical Report or Memorandum is not required.

LSA has budgeted four (4) hours for responding to comments generated during review of the Form CPA-106.

Visual Resources

LSA will prepare a Visual Impact Assessment Memorandum (VIA Memo) for the project that follows the current Caltrans Visual Assessment Report Content and Recommended Format based on the Caltrans *Questionnaire to Determine Visual Impact Assessment Level*. The VIA Memo will consider the consistency of the project with the applicable visual resources policies in the City's General Plan and the San Joaquin County General Plan, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA Memo will describe the existing setting, identify important visual resources, and identify potential project visual impacts. The analysis will include ground-level photographs from public viewpoints near the project site. Visual conditions and project impacts will be discussed qualitatively. It is assumed the project design for the proposed project will include landscaping consistent with applicable City and Caltrans guidelines for roadways. If required, measures to avoid, minimize, or mitigate adverse project visual impacts or to provide consistency with the General Plan will be identified.

LSA has budgeted twelve (12) hours for responding to comments generating during review of the VIA Memo.

Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report (WQAR) for the project that follows the current Caltrans Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed and drainage characteristics, surface receiving waters, groundwater hydrology, regulatory requirements, pollutants of concern, receiving waters conditions, objectives, beneficial uses, and floodplains. The report will also discuss proposed construction site, site design, structural and non-structural source control, Low Impact Development (LID) and treatment Best Management Practices (BMPs) that are being provided as part of the project. The project's impacts on water quality will be evaluated, and avoidance, minimization, and/or mitigation measures necessary to prevent adverse water quality impacts will be identified.

Information to be obtained from the Storm Water Data Report (SWDR) (to be provided by the project engineer) and Hydrology Report (to be provided by the project engineer) and incorporated into the WQAR includes, but is not limited to, proposed construction and operational BMPs, disturbed soil area, new impervious surface area, additional impervious surface areas to be treated for the project, existing and proposed drainage patterns, existing and proposed rate and volume of stormwater runoff, and proposed construction and operational BMPs. Information on depth to groundwater, proposed depth of excavation, the potential for groundwater dewatering during construction, soil types, and erosion potential will be obtained from the project's Geotechnical Report(s) (to be provided by the project engineer). Additionally, information on riparian habitat, jurisdictional waters, and aquatic-dependent species and impacts to those biological resources will be obtained from the NES.

Transportation Studies

LSA will utilize the transportation impact analysis prepared by Fehr & Peers for the CEQA document and the traffic operations report prepared for the Precise Road Plan to inform the preparation of the NEPA document.

Task 2.3. CEQA Documentation

The proposed project footprint has been previously cleared under CEQA with project-specific documentation and under the General Plan EIR. Therefore, LSA proposes to evaluate those sections of the proposed project footprint not yet cleared under project-specific environmental documentation in an Addendum to the General Plan EIR. Pursuant to CEQA Guidelines Section 15164, an addendum is permitted when a project (or a project's circumstances) change, or new information is available, but these conditions result in no new environmental impacts and do not increase the severity of impacts previously identified. Once complete, the decision-making body shall consider an Addendum with the Final EIR prior to making a decision on the proposed project. CEQA Guidelines 15168(c)(4) recommends using a

written checklist or similar device to confirm that the environmental effects of a subsequent activity were adequately covered in a previous EIR. LSA will complete an EIR Addendum to the General Plan EIR to ensure that there are no new significant impacts not previously evaluated in the General Plan EIR.

Evaluation of Environmental Effects

This task includes evaluating the project and preparation of the environmental checklist and the Addendum for the minor modifications to the project that are not covered under the General Plan in Task 2.3.

For all environmental topics identified in the CEQA environmental checklist, LSA will substantiate the conclusion of "No New Impacts" or "No Increase in Severity of Existing Impacts." The following topics will be addressed: aesthetics; agricultural and forestry resources; air quality; biological resources; cultural resources; energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; transportation; tribal cultural resources; utilities and service systems; and wildfire. Technical studies from Task 2 will provide supporting analysis, where needed. For each environmental topic, LSA will identify the minor changes associated with the project compared to what was evaluated in the General Plan EIR and provide a brief response to each checklist question through the comparison of the proposed project to the analysis conducted in the previous EIR.

This scope of services assumes that no new impacts or substantially more severe impacts would result from the proposed project, beyond those identified in the General Plan EIR.

Administrative Draft Addendum and Checklist

LSA will prepare one draft of the Administrative Draft Addendum (memorandum and environmental checklist) for review by City staff prior to finalizing the document. LSA will provide one (1) MS Word and PDF version of the Administrative Draft in electronic format for review by City staff.

Screencheck Draft Addendum and Checklist

Based on a single set of comments received from City staff, LSA will make any necessary revisions to the Administrative Draft Addendum and will provide the City with a Screencheck Draft of the Addendum as both MS Word and PDF versions.

This submittal will include both a clean document and a compare version showing text changes made to the Administrative Draft document in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Addendum.

Final Addendum, Checklist and Notice of Determination

Based on a single consolidated set of comments received from City staff, LSA will make any necessary revisions to the Screencheck Draft Addendum and will provide the City with final MS Word and PDF versions of the Addendum in electronic format for use and distribution by City staff.

This submittal will include both a clean document and a compare version showing text changes made to the Screencheck Draft documents in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the final Addendum.

LSA will also prepare a draft Notice of Determination (NOD) for review and posting with the County Clerk by City staff. LSA will also submit the NOD to the SCH on behalf of the City. LSA will also compile the Administrative Record as a part of this task.

If requested, LSA can provide three (3) bound copies and ten (10) digital versions (PDF format) on a thumb drive for additional distribution and posting on the City website.

Transportation Chapter

Fehr & Peers will complete the transportation chapter for the required CEQA document. Fehr & Peers has budgeted CEQA documentation support assuming the project will require an Initial Study/Mitigated Negative Declaration to comply with CEQA. If the environmental documentation requires an EIR, a scope and fee amendment may be necessary to account for the longer schedule and added level of effort typically associated with an EIR.

VMT Analysis

Fehr & Peers will prepare a vehicle miles traveled (VMT) impact analysis following requirements noted in the *City of Stockton Transportation Impact Analysis Guidelines* (City of Stockton, 2023). We will conduct a screening assessment to determine if the project may qualify for a streamlined CEQA VMT analysis; however, based on the project description, it's possible that the proposed project will not meet the screening criteria and a CEQA VMT analysis will be required. According to the TIA Guidelines *"Project types that would likely lead to a measurable and substantial increase in vehicle travel generally include addition of through lanes on existing or new roadways. For transportation projects that increase roadway capacity, the VMT estimates and forecasts will also need to include induced travel effects. However, not all roadway projects lead to induced travel."*

To conduct the VMT analysis, we will run the City of Stockton General Plan Travel Demand Model for the following scenarios:

- Base Year No Project
- Base Year with Proposed Project
- Cumulative (2040) No Project
- Cumulative (2040) with Proposed Project

For each scenario, we will determine the project effect on VMT within the City of Stockton boundary. If the project leads to a measurable increase in VMT, Fehr & Peers will evaluate long-term induced VMT effects using the National Center for Transportation Calculator to forecast the long-term effects. If significant VMT impacts are identified, Fehr & Peers will develop VMT-reducing mitigation measures to address the impacts. These could include additional pedestrian and bicycle enhancements, enhanced transit facilities, or other vehicle trip reduction measures.

Consistency Analysis

Fehr & Peers will address the following three questions for the project:

1. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
2. Would the project substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?
3. Would the project result in inadequate emergency access?

Fehr & Peers will analyze the proposed project relative to transportation-related policies and plans set forth in the General Plan, Bicycle Master Plan, and other applicable transportation plans. As appropriate, modifications to the proposed project will be recommended if inconsistencies are identified.

Fehr & Peers will qualitatively assess potential transit, bicycle, and pedestrian impacts by reviewing the proposed project's physical changes to the study area's transit, bicycle, and pedestrian networks. Specific review items will include the following.

- Consistency with applicable design standards.
- Project changes to the traffic volumes in the study area.
- Project modifications to the public roadway, transit, bicycle, and pedestrian systems.

Where necessary and feasible, we will identify mitigation measures to reduce significant impacts. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and level of significance after mitigation. This information will be delivered to be incorporated into the CEQA environmental document.

Transportation Chapter Documentation

Fehr & Peers will prepare an administrative draft transportation chapter for the CEQA document that describes the existing setting, regulatory setting, assumptions, methods, and analysis results. The chapter will include various figures, tables, and a technical appendix. We will submit the administrative draft chapter for review by the project team and City staff. Fehr & Peers has budgeted eight (8) hours of staff time to respond to comments on the administrative draft chapter, and to create a draft transportation chapter. This task also includes preparation of the administrative record, which includes all materials relied upon for the analysis.

Fehr & Peers has budgeted eight (8) hours to provide written responses to transportation-related public comments and help prepare the final CEQA document. If responses or environmental documentation require more time than has been budgeted, a scope and fee amendment will be necessary.

Task 2.4. NEPA Documentation – Environmental Assessment/Finding of No Significant Impact

The Environmental Assessment (EA) will be prepared consistent with the Caltrans Standard Environmental Reference (SER) and the current EA template (currently February 8, 2023) because the project does not appear to be categorically excluded under Caltrans' environmental review procedures. Based on LSA's experience, the EA would likely culminate in a Finding of No Significant Impact (FONSI). LSA will use project information provided by the project design team, to the extent possible. LSA will also rely on previously prepared technical reports provided to LSA by the City and the technical studies outlined in Task 2 above.

Prepare Administrative Draft EA

The Administrative Draft EA will include the description of the project developed under Task 2 and (a) a statement of purpose and need for the proposal, (b) a discussion of the proposed action and alternatives, (c) an analysis of probable environmental effects of the proposed action and alternatives, and (d) a list of agencies and persons consulted. These EA components are described below:

- **Summary of Major Potential Impacts from Alternatives** - From the subsequent chapters of the EA, LSA will prepare a summary table listing the major potential impacts by alternative.
- **Coordination with Public and Other Agencies** - LSA will prepare a list of coordination efforts with the public and other agencies.

- **Purpose and Need** - LSA will incorporate the project description from Task 1.2 and supplement this information with and a brief discussion of the purpose and need for the proposed action. This discussion will include a list of objectives of the project.
- ***Project Alternatives, Comparison of Alternatives, Preferred Alternative, and Alternatives Eliminated*** - LSA will prepare a description and comparative analysis of the proposed project and alternatives, including a description of alternatives considered but eliminated. EA's must, at a minimum, include the proposed Build and No Build alternatives. Additionally, the EA must identify the preferred Alternative for the FONSI. LSA will coordinate with the project development team to identify and discuss alternatives that could reasonably achieve the need that the proposed build is intended to address.
- ***Affected Environment*** -This section of the EA will include a concise description of the human environment and natural resources that would be affected by implementation of the proposed action. This baseline is used to compare the impacts of the various alternatives.
- ***Environmental Consequences*** - LSA will describe probable environmental effects for the project using the environmental factors identified by Caltrans. Also included will be a list of permits to be obtained and a cumulative impact analysis. LSA will prepare a summarized discussion of the probable adverse effects of both the proposed Build and its alternatives. This section of the EA will also include the information required to demonstrate compliance with other applicable requirements and will identify any permits, licenses, other approvals, or reviews that apply.

This scope of work is based on the assumption that the proposed action would not result in adverse effects to the environment.

- **Avoidance, Minimization and/or Abatement Measures** - This section will identify environmental protection measures that have been incorporated into the action in order to avoid adverse effects.

Deliverables: Administrative Draft EA (electronic copy provided to Caltrans on behalf of the City)

Prepare Screencheck Draft EA

LSA will respond to City and Caltrans comments on the Administrative Draft EA and prepare a Screencheck Draft EA. We have budgeted sixty (60) hours for responding to agency comments generated during the Administrative Draft EA.

Circulate Draft EA

LSA will respond to City and Caltrans comments on the Screencheck Draft EA and prepare the Draft EA for circulation. LSA has budgeted forty (40) hours for responding to agency comments generated during the Screencheck Draft EA.

Based on final comments, LSA will submit an electronic version and up to ten (10) hard copies of the Public Review Draft EA for Caltrans to distribute to agencies and interested persons for their review and posting on the Federal Register. The EA will also be posted on Caltrans' and the City's websites.

Prepare Final EA/Finding of No Significant Impact

Following the public review period, LSA will prepare responses to comments to the public comments received and how the comments were addressed. LSA has budgeted up to forty (40) hours to respond to public comments. Should an

unusually high volume of comments be received, LSA can complete responses on a time and materials basis. The response to public comments will be included as an appendix to the Final EA.

LSA will modify the EA, as needed, to reflect the consideration of public comments and prepare the Finding of No Significant Impact (FONSI) for public release.

Task 2.5. Permitting

Permits were acquired for previously evaluated portions of the proposed project, including the Nationwide Permit Verification (Clean Water Act, Section 404), the Water Quality Certification (Clean Water Act, Section 401), Central Valley Flood Protection Board Encroachment Permits, and coverage under the San Joaquin County Multi-Species Habitat Conservation Plan (SJMSCP). The Section 404 and Section 401 permits for the Lower Sacramento Road over Bear Creek Bridge Replacement expired April 8, 2012. Central Valley Flood Protection Board Encroachment Permits are valid until revoked. The SJMSCP coverage has not expired; however, given the time elapsed, updates may be required for the previously approved portion of the proposed project. LSA will assist the City with preparation of regulatory permitting application materials to authorize impacts associated with the project.

Regulatory Permits

The proposed project may affect jurisdictional aquatic features, including for bridge crossings at Pixley Slough and Bear Creek, which may require permits from the USACE, RWQCB, and/or CDFW.

LSA has budgeted 30 hours for responses to agency comments on the applications. We have also budgeted for on-site meetings with agency representatives (if necessary).

Nationwide Permit Verification (Clean Water Act, Section 404).

The proposed project may result in discharge of material into waters of the U.S., particularly for bridge replacement at Pixley Slough and Bear Creek and possible culvert modifications at the Eight Mile Road ditch and Marlette Road canal. Based on a preliminary review, we anticipate that each structure will be eligible for coverage under Nationwide Permit No. 14 – Linear Transportation Projects. Our costs include preparation of one Preconstruction Notifications (PCN) covering all structures for submittal to the USACE.

Water Quality Certification (Clean Water Act, Section 401)

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

Pre-Application Meeting. LSA will submit a pre-application meeting request to the RWQCB at least 30 days in advance of the submittal of the 401 Water Quality Certification application package. If the RWQCB requests a meeting, LSA will schedule a 1-hour video conference with the RWQCB, the City, and the design team. LSA will also prepare a succinct project summary for discussion during the meeting, including a description of the project, the project impacts, proposed compensatory mitigation, and proposed alternatives to be addressed in the alternatives analysis (see below). Based on input provided by the RWQCB during the pre-application meeting, LSA will discuss with the City, Caltrans and the design team any additional requirements that may not be covered under LSA's existing scope of work before finalizing the 401 Water Quality Certification application package.

Alternatives Analysis (AA). LSA will prepare an AA consistent with the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* (Procedures) requirements for "Tier 2 Projects," which

specify an analysis of on-site alternatives that would potentially reduce impacts to waters of the State. LSA will coordinate with the design team to identify two or three conceptual alternative designs that will be evaluated in the AA (e.g., retrofit option, alternative alignment, etc.). The AA will describe cost and feasibility information (i.e., logistical or technical constraints) for each of the alternatives to demonstrate that they are impracticable when compared with the proposed project. Based on input and direction provided by LSA, the design team will provide support for the AA, including preparation of the conceptual alternative layouts and brief written descriptions, line-item cost estimates for infrastructure and fees, and feasibility input for the alternatives.

LSA will submit the Draft AA the City and the design team electronically for review. We have included 8 hours to respond to internal comments generated during review of the Draft AA. LSA's budget for the AA also includes 8 hours to respond to questions and/or revise the Draft AA based on comments from the RWQCB.

The level of effort that LSA anticipates for the AA is commensurate with LSA's interpretation of the Procedures and our experience preparing similar analyses for the USACE. If a more extensive analysis is required by the RWQCB, additional budget may be needed.

Streambed Alteration Agreement (Fish and Game Code, Section 1602)

The proposed project may require notification of proposed streambed alteration to the CDFW for construction of new bridges at Pixley Slough and Bear Creek, and possibly for culvert modification at the Marlette Road canal. LSA will prepare an application package for submittal to CDFW via the Environmental Permit Information Management System (EPIMS). A processing fee must be included with the submittal (to be provided by the City, amount to be determined). Please note that the CDFW will consider each bridge/culvert to be a separate project, requiring a separate fee for each. We have included up to 2 hours to support EPIMS set up for the project. Based on our experience with the CDFW staff overseeing the project region, our costs assume response to one round of comments from the CDFW.

San Joaquin County Multi-Species Habitat Conservation Plan (SJMSCP)

The project falls within the boundaries of the SJMSCP, which provides coverage for species listed under the California Endangered Species Act (CESA) and federal Endangered Species Act (FESA) and satisfies CEQA and NEPA requirements. Obtaining coverage under the SJMSCP is recommended in lieu of separate USFWS Section 7 and CDFW Section 2081 Incidental Take Permit consultations. A portion of the proposed project, previously evaluated as the Lower Sacramento Road/Bear Creek Bridge Replacement, has been approved under the SJMSCP; the remainder of the proposed project will also require approval.

Per discussions with City staff, staff will prepare the SJMSCP Review Form and supplemental materials for submittal to the San Joaquin Council of Governments (SJCOG).

This scope assumes that the biological surveys will determine that special status fish species will not have potential to present and affected by the proposed project. If special status fish species are determined to have potential, additional scope and budget will be provided to prepare documentation and support consultation with the National Marine Fisheries Service. The scope also assumes that separate USFWS Section 7 consultation for species other than those included in the SJMSCP will not be required.

All information necessary to support permit applications will be provided by the City, such as diversion/dewatering plans, descriptions of construction methods and equipment, hydraulic and scour analyses, and locations of proposed staging areas.

USACE Section 408 Permit Application

The project will require a Section 408 permit from the USACE for construction work within a federally regulated floodplain. The project team will apply to the USACE to obtain the authorization for work within the floodplain. LSA will prepare a screening memo that will include the Checklist for *Categorical Permission (CP) 22 Trails, Roads, and Ramps* and exhibits of the project area. The memo will be used as the basis for engaging the USACE Section 408 Unit in discussion.

CVFPB Encroachment Permit Application

An encroachment permit is required from the Central Valley Flood Protection Board (CVFPB) for work within a designated floodway. The project team will submit an application to the CVFPB to obtain the authorization for work within the floodway. An application fee must be included with the application (to be provided by the City).

Deliverables: *Project permit applications to the USACE and CVFPB*

TASK 2.6 ENVIRONMENTAL MANAGEMENT

LSA's project manager will undertake a variety of general project management tasks throughout the process of preparing the environmental documentation and coordinating with Mark Thomas and other team members, including coordination of the day-to-day activities associated with the project and monitoring the scope, budget, and scheduling of the project. Other project management tasks include regular client contact, contract management, and assistance to team members. LSA will provide written documentation of all substantive project developments in the form of client emails and/or phone conversation records and will follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

LSA's principal in charge will ultimately be responsible for quality assurance for all work undertaken and will review all text, tables, and graphics before these materials are presented as administrative review documents. The principal in charge will also be available for consultation on environmental review procedural matters and strategy. LSA will attend two in-person meetings: a kickoff meeting and a public hearing for the Draft EA. LSA will also attend up to 24 project team meetings via conference call. Additional meetings and/or public hearings will be billed on a time-and-materials basis consistent with our 10-H1 rates.

Task 2 Assumptions:

LSA's scope of work is based on the following assumptions:

- Hazardous Materials Study(ies), Geotechnical Study, Project Design, Stormwater Plans, and Hydraulic studies will be developed and provided by others on the Mark Thomas team for incorporation into the Addendum and EA.
- The proposed actions will be consistent with the four-lane facility evaluated as part of the General Plan EIR and will culminate in an Addendum to that EIR. If significant unavoidable environmental impacts are identified, and a Supplemental/Subsequent EIR is required, LSA would submit an independent scope of work, cost estimate, and schedule. However, such an outcome is not expected.
- The EA will culminate in a FONSI. If significant unavoidable environmental impacts are identified, and an Environmental Impact Statement (EIS) is required, LSA would submit an independent scope of work, cost estimate, and schedule. However, such an outcome is not expected.

- The City and Caltrans (as applicable) will be responsible for distributing the EA.
- The City and Caltrans (as applicable) will be responsible for filing all notices associated with the project.

TASK 2 DELIVERABLES

- Project Description (electronic copy)
- Draft Preliminary Environmental Study Form (PDF)
- Final Preliminary Environmental Study Form (PDF)
- Draft Air Quality Report (AQR) (PDF)
- Final Air Quality Report (AQR) (PDF)
- Draft Air Quality Conformity Checklist (PDF)
- Final Air Quality Conformity Checklist (PDF)
- Draft Air Quality Conformity Report (AQCR) (PDF)
- Final Air Quality Conformity Report (AQCR) (PDF)
- Draft Aquatic Resources Delineation Report (ARDR)
- Final Aquatic Resources Delineation Report (ARDR)
- Draft Biological Assessment (BA) (PDF)
- Final Biological Assessment (BA) (PDF)
- Draft Habitat Mitigation Plan (HMP) (PDF)
- Final Habitat Mitigation Plan (HMP) (PDF)
- Draft Community Impact Assessment (CIA) (PDF)
- Final Community Impact Assessment (CIA) (PDF)
- Phase 1 Initial Site Assessment (PDF)
- Draft Noise Study Report (NSR) (PDF)
- Final Noise Study Report (NSR) (PDF)
- Draft Noise Abatement Decision Report (NADR) (PDF)
- Final Noise Abatement Decision Report (NADR) (PDF)
- Draft Area of Potential Effects Map (APE) (PDF)
- Final Area of Potential Effects Map (APE) (PDF)
- Draft Historical Resources Evaluation Report (HRER) (PDF)
- Final Historical Resources Evaluation Report (HRER) (PDF)
- Draft Historic Property Survey Report (HPSR) (PDF)
- Final Historic Property Survey Report (HPSR) (PDF)
- Draft Archaeological Survey Report (ASR) (PDF)
- Final Archaeological Survey Report (ASR) (PDF)
- Draft Form NRCS-CPA-106 (PDF)
- Final Form NRCS-CPA-106 (PDF)
- Draft Natural Environment Study (PDF)
- Final Natural Environment Study (PDF)
- Cultural Resources (HPSR/ASR) Report (PDF)
- Administrative Draft Transportation Chapter (PDF)
- Draft VIA Memo (PDF)
- Final VIA Memo (PDF)
- Draft Water Quality Assessment Report (PDF)
- Final Water Quality Assessment Report (PDF)
- Administrative Draft EA (Electronic copy to Caltrans)

- Screencheck Draft EA (Electronic copy to Caltrans)
- Public Review Draft EA (electronic copy and up to ten (10) hard copies to Caltrans)
- Draft Final EA/FONSI (electronic copy to Caltrans)
- Final EA/FONSI (electronic copy and five (5) hard copies to Caltrans)
- Preconstruction Notification (PCN)
- Application for Water Quality Certification Alternatives Analysis
- Notification of Proposed Streambed Alteration

TASK 3. PREPARATION OF PRECISE ROAD PLAN (PRP) - SEI LEAD

The Mark Thomas team, lead by Siegfried (SEI), have experience in preparing a Precise Road Plan (PRP) for the City. The PRP is a focused planning effort of a roadway and/or transportation corridor that conforms to the City's General Plan and all other City adopted plans. Its purpose is to identify and explore all feasible design options for future right-of-way, roadway alignment, lane configuration and cross sections, potential phasing, accommodations for multi-transportation, access restrictions, and intersection controls and modifications for all side streets or portions of a roadway and/or transportation in the LSR corridor.

Prior to the start of the preparation of the PRP, we will review Stockton's Municipal Code Chapter 16.148 Precise Road Plan for the City's procedures and PRP application requirements. The Mark Thomas team will coordinate, as needed, with San Joaquin County for the possibility of the City and County co-adopting the PRP. In addition, coordination with the Eight Mile Road PRP Project will be required during the design of the LSR and Eight Mile Road intersection.

Task 3.1. 35% PRP

Using Record Drawings and other available construction documents for the project, as well as topographic information, we will prepare a draft 35% design level geometric plan. The 35% PRP will contain preliminary information to identify the preliminary alignment and lane configuration of the proposed road widening and identify initial project impacts to access, Right of Way (ROW), driveways, utilities, and topographic features. The 35% PRP will be provided to staff for review and comment. The comments will be used to refine the elements of the project and help define a project that the community can support. Also, as we progress with the development of the PRP, we will be able to develop design and construction elements to minimize disruption to the adjacent properties along the project corridor. The Mark Thomas team will submit the 35% PRP in PDF format.

Task 3.2. 50% PRP

Using the comments from the 35% PRP, the Mark Thomas team will prepare 50% level PRP. The 50% PRP will further advance design options and also identify utility constraints that have been identified from comments from utility companies and potential solutions to work around the constraints. The goal of the 50% PRP will be to have enough of the design concepts developed so that City staff and the design team have a good understanding of the project elements to share with the community as well as stakeholders. The elements of the 50% PRP will also be a useful tool to help compose the Project Description required for the environmental document.

Technical Studies

Initial Planning & Alternatives Evaluation:

Fehr & Peers will evaluate up to three alternative designs for Lower Sacramento Road. The work for this phase will focus on creating a shared understanding of the opportunities and tradeoffs associated with existing and potential active transportation facilities along the corridor. This process will involve:

- Documentation of the pros, cons, and tradeoffs of each facility type. This will be informed by Federal Highway Administration (FHWA) guides on bikeway and crossing selection and will incorporate a Safe Systems approach to corridor planning.
- Analysis of the proposed level of traffic stress along the roadway for bike and pedestrian facilities. This will take into consideration number of lanes, design speed, and separation from the roadway.
- Coordination with San Joaquin Regional Transit District (RTD) staff to discuss existing and future potential for transit ridership along the corridor based on planned development.
- A review of the land use and growth assumptions along the corridor in the City's 2040 General Plan and associated travel demand forecasting model. Fehr & Peers will also coordinate with the City of Stockton to gather information on for sites along the study corridor that have received entitlements but have not yet been constructed or are still undergoing the entitlement process.

Findings for this task will be documented in a technical memorandum, provided to City staff for one round of review and comment. Where appropriate, the document will be graphically enhanced with cross sections, sketches of potential treatments, and maps.

We will also participate in one working session with City staff to discuss our findings, respond to questions, and identify a preferred alternative for the corridor.

It is noted that this task does not include a detailed traffic operations analysis for the alternative designs. As described later in this Scope of Work, the traffic operations analysis would be completed for the preferred alternative only.

Conceptual Design Support

Once a preferred alternative has been identified, Fehr & Peers will review the corresponding conceptual design and provide comments and recommendations to the team on incorporating bicycle and pedestrian facilities, as well as warranted intersection traffic control improvements, into the precise road plan. Fehr & Peers allocated up to 80 hours for this task. Final elements will be determined after the evaluation of alternatives, and may include:

- Bikeway design details such as Separate Bikeway buffers and vertical elements or side path widths and details
- Details of bicycle and pedestrian crossings
- Protected intersections, if Class IV facilities are selected
- Conceptual signal modifications and intersection design recommendations
- Lighting analysis and design
- Sight distance evaluation at up to three locations
- Design speed recommendations, based on published standards and site-specific context

The 50% PRP will be submitted to staff in PDF format for review and comment. Also included with the submittal will be our responses to staff comments matrix.

Task 3.3. 95% PRP

Although the 95% level PRP was not requested in the RFP, the Mark Thomas team is proposing this additional submittal to further define all key elements of the project.

The 95% PRP, which will address comments from the 50% PRP, will further clarify and refine elements of the project. If staff and the Mark Thomas team agree that the comments generated from the 50% PRP submittal are not substantial and the 50% PRP has captured a majority of the project elements, we can forego the 95% PRP and proceed with the 100% PRP preparation.

The 95% PRP will be submitted to staff for review and comment. The PRP will be submitted in PDF format and will include our response matrix to staff comments on the 35% submittal.

Task 3.4. 100% PRP

The Mark Thomas team will prepare 100% level PRP. The 100% PRP will incorporate all previous City comments and clarify design elements. The 100% PRP will be used as the "footprint" of the project's design.

After the 100% PRP has been completed, an electronic copy of the 100% PRP will be delivered to staff in PDF format along with a check print and our responses to comments matrix. We understand that staff will make one last review of the PRP and provide the Mark Thomas team with one last round of comments. After the final comments have been addressed, the Mark Thomas team will deliver to the City signed and stamped mylars (25"x36") and electronic files, including the AutoCAD files, on a flash drive.

Task 3.5. Council Approval

After the Mark Thomas team makes the final submittal on the PRP, we understand that staff will take the PRP to the City Council for acceptance. Comments from the Council and the public will be discussed with staff prior to incorporating them to the final PRP to make sure they are germane to the PRP. Relevant comments will be incorporated to the PRP to produce the Project's adopted PRP.

TASK 3 DELIVERABLES

- **Deliverables:** Precise Road Plan at the level described above and the Final PRP

TASK 4. UTILITY COORDINATION

The Mark Thomas team will work with all pertinent utilities to identify utility conflicts, coordinate utility plan reviews, conduct necessary coordination meetings, and locate designed improvements as required to facilitate utility relocations. The Mark Thomas team will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility within Highway Rights of Way." The objective is to eliminate any conflicts encountered during construction, which would pose construction delays or claims.

The Mark Thomas team will coordinate utility relocation schedule with each utility company and include in specifications for construction coordination. Full documentation of all utility coordination and plan shall be provided to the City with regular updates of progress.

The Mark Thomas team will be responsible for performing utility investigations and coordination with utility owners throughout the project development process. Utility coordination shall include use of PG&E's online web portal to

assign the project to a PG&E project manager and coordinate all PG&E related work with the assigned project manager. Members of the Mark Thomas team will be present at all necessary meetings with each utility owner. Included in our Scope of Work are the following services:

- Prepare a project limits map and request utility information from each utility owner within the area of work.
- Provide copies of all utility correspondence and obtain existing records and map for City files.

Task 4.1. Utility Mapping ("A" Letter)

The Mark Thomas team will prepare Utility Letter "A" during preliminary design phase to utility owners for City to review and approve prior to transmitting to utility owners. Information on existing utilities obtained as a result of the "A" letter will be transferred to base maps in both plan and profile view. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.

Task 4.2. Utility Location Verification (Potholing)

The Mark Thomas team will coordinate with our potholing sub the mark outs for Underground Service Alert and pothole utilities potentially in conflict located in and near proposed improvements. We will survey all utility locations and update utility information on the plans (plan and profile) based on information obtained by potholing. We will provide the City a Utility Potholing report which will include the following information for each utility: picture, location, facility type, material, size, and depth. The consultant has assumed approximately 25 potholes will be required to positively locate existing high and low risk utilities. The utility base mapping will be updated to reflect the positive locations.

Task 4.3. Utility Conflict Mapping ("B" Letter)

The Mark Thomas team will Prepare Utility Letter "B" during 60% design phase to the affected utility owners for City to review and approve prior to transmitting to utility owners. Two sets of half-sized 60% plans will be provided to each utility owner as an attachment to the letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area that may require accommodation through the improved area. Information on existing utilities obtained as a result of the "B" letter will be used to determine potential utility conflicts and to resolve the conflicts identified. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.

Task 4.4. Utility Relocation Coordination

The Mark Thomas team will meet with utility companies as needed (up to 2 meetings on-site & 3 office or virtual meetings) to ensure that conflicts are identified and relocations performed, if necessary.

Task 4.5. PG&E Rule 20 Coordination

Based on discussions with City staff, staff will take the lead on the PG&E Rule 20 Coordination. The Mark Thomas team will provide assistance with utility plan preparation and attend up to two coordination meetings. The City will handle all of the other required tasks.

Task 4.6. Relocation Notices ("C" Letter)

The Mark Thomas team will prepare Utility Letter "C" during 100% design phase to the affected utility owners for City to review and approve prior to transmitting to utility owners. Two sets of half-sized 100% plans will be provided to each utility owner as an attachment to the letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the Utility Letter "B" and will request written confirmation of utility relocations and utility

relocation schedule. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.

TASK 4 DELIVERABLES

- Deliverable : Utility Correspondence & Existing Records Package
- Deliverable : Draft Utility A letters (Word Document)
- Deliverable : Final Utility A letters (Word Document & PDF)
- Deliverable : Utility Potholing Report (PDF)
- Deliverable : Draft Utility B Letters (Word Document)
- Deliverable : Final Utility B Letters (Word Document & PDF)
- Deliverable : Draft Utility C Letters (Word Document)
- Deliverable : Final Utility C Letters (Word Document & PDF)

TASK 5. PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

The Mark Thomas team will prepare complete PS&E documents, which include design improvement plans for demolition, grading, striping, electrical, drainage, paving, staging, erosion control, and other civil details as well as technical specifications, and engineer's estimate. The PS&E shall be prepared according to the City's and Caltrans' standards and current CA MUTCD, as appropriate. Prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area.

Improvement plans for modifications, traffic signal, striping, roadway, drainage, electrical, lighting, bridges, landscaping, irrigation, erosion control, and water pollution prevention plans, shall be submitted for review to the City at 30%, 65%, 95%, and 100% completion stage. The Consultant will provide one electronic copy (PDF format) and two full scale (24x36) at each design stage to the City for review and comments. The original red-line comments from the reviewing agency shall be addressed in the succeeding submittal and provide a matrix tracking form.

The Mark Thomas team will provide project specifications and project estimates with the 65% and 100% submittals.

We anticipate that the City will make all comments on design submittals via Bluebeam software. With each set of comments, we will review comments, incorporate changes into the following submittal, create a matrix to track all comments, and provide a signed Quality Control Checklist. Any comments not incorporated in the design must will be responded to via the comments matrix.

Task 5.1. Traffic Operations Report

Traffic Operations Analysis Report

Fehr & Peers will use the recently updated 2022 base year City of Stockton travel demand forecasting (TDF) model utilized as part of the Stockton Transportation Master Plan (TMP) and Impact Fee Study to forecast Existing Plus Project AM and PM peak hour turning movement volumes at seven (7) study intersections along the Lower Sacramento Road study corridor. Fehr & Peers will add an appropriate level of roadway network and traffic analysis zone detail to the model to support intersection-level analysis and project development.

Fehr & Peers will utilize the 2040 City of Stockton General Plan model recently updated for use on the TMP to develop intersection turning movement forecasts at up to nine (9) study intersections for Cumulative No Project and Cumulative

Plus Project conditions. The study encompasses nine intersections, with seven analyzed under Existing Conditions and two potential future intersections. Fehr & Peers budgeted the analysis of two potential future intersections that may be constructed by upcoming developments necessitating new access points along the Lower Sacramento Road study corridor. The same level of roadway network and traffic analysis zone details that were added to 2022 TDF model will be added to the 2040 General Plan TDF model to support intersection-level analysis. Fehr & Peers will coordinate with the City of Stockton to adjust 2040 TDF model land use assumptions in the vicinity of the project corridor to reflect recently (or soon to be) entitled projects that are not yet constructed.

Fehr & Peers will coordinate with the Eight Mile Road Precise Road Plan team to ensure consistency among the future turning movement forecasts developed for the Lower Sacramento Road/Eight Mile Road intersection.

Existing Plus Project Traffic Operations Analysis

Fehr & Peers will analyze AM, PM, and Daily volume-to-capacity ratios at up to four (4) study roadway segments using procedures described in the HCM. Fehr & Peers will analyze level of service (LOS) at up to seven (7) study intersections for weekday AM and PM peak hours using the Synchro/SimTraffic software. Maximum queue lengths for key turning movements will be used to provide recommendations on turn pocket lengths at the study intersections.

Peak hour traffic volumes will also be used to evaluate whether any of the unsignalized study intersections meet the peak hour signal warrant based on the methodology provided in the most recent *California Manual of Uniform Traffic Control Devices*.

Cumulative Traffic Operations Analysis

Fehr & Peers will analyze Cumulative No Project and Cumulative Plus Project AM, PM, and Daily volume-to-capacity ratios at up to four (4) study roadway segments using procedures described in the HCM. Fehr & Peers will use microsimulation analysis methods to analyze operations at up to nine (9) study intersections (seven existing and two future intersections) under Cumulative No Project and Cumulative Plus Project conditions. Analysis results will include intersection level of service, control delay, travel time, and maximum queue lengths for key turning movements. Maximum queue lengths for key turning movements will be used to provide recommendations on turn pocket lengths at the study intersections.

Peak hour traffic volumes will also be used to evaluate whether any of the unsignalized study intersections meet the peak hour signal warrant based on the methodology provided in the *California Manual of Uniform Traffic Control Devices*.

Fehr & Peers will present the findings of the Cumulative analysis to City staff and have budgeted for up to three (3) rounds of revisions to the analysis to incorporate any refinements to the preferred alternative scenario (based upon the outcome of the traffic operations analysis). If more than three rounds of revisions are required based on City input, Fehr & Peers will prepare a supplemental scope before proceeding with any additional analysis.

Intersection Control Evaluation (ICE)

Since the project does not fall within the jurisdiction of Caltrans, City staff and the Mark Thomas team agree that an ICE is not required. Although an ICE will not be prepared, the traffic analysis that Fehr & Peers is preparing will be sufficient to make recommendations to the City on intersection operations improvements as well as providing a brief qualitative analysis regarding roundabouts at the intersections.

Level of Traffic Stress (LTS)

Fehr & Peers will evaluate active transportation facilities and the corresponding LTS along the Lower Sacramento Road study corridor for the following future scenarios:

- Existing Plus Project
- Cumulative No Project
- Cumulative Plus Project

Traffic Operations Analysis Report

Fehr & Peers will document the assumptions, methodologies, and findings of the traffic operations analysis in a draft report for review by the project team and City staff. Fehr & Peers will also provide recommended signal timing plans for signalized study intersections in the form of Synchro files and Synchro report outputs. Fehr & Peers has budgeted up to 16 hours to respond to two rounds of consolidated comments on the draft report to produce the final report.

Task 5.1.2 Topographic Base Mapping

It is assumed existing photogrammetric base mapping prepared previously for Bear Creek, UPRR Grade Separation and Pixley Slough will be used in this phase of the project. Additional topographic base mapping will be collected in areas identified with no previous topographic base mapping collected, and in areas that have been modified or constructed since original topographic base mapping has been collected. The existing photogrammetric linework will be updated to reflect the existing conditions using high-resolution aerial imagery. Recent projects which have been constructed since the photogrammetry was prepared will be reflected in the base mapping, including the Bear Creek and Pixley Slough Bicycle and Pedestrian Path Project. The photogrammetry will also be updated with supplemental topographic surveys as outlined in the scope of work below. Supplemental Topographic Surveys will be conducted to facilitate design efforts. It is assumed encroachment permits will allow access of local roads.

Task 5.1.3 Geotechnical Design Report (GDR)

Crawford will perform pavement analysis and assessment of the existing roadway structural sections and provide recommendations for maintenance and/or reconstruction.

Traffic Index calculations will be provided with the pavement analysis memo and recommendations. Coring will take place at approximately 500-foot intervals and will be advanced approximately 3 to 4 feet below grade to characterize the soil and existing pavement sections. A memo outlining the geotechnical conditions and pavement restoration, replacement, and reconstruction will be prepared.

Task 5.1.4 Structure Foundation Report (FR)

Crawford makes allowance to address design related revisions to foundation data/loading in order to provide a revised foundation report. No additional field exploration or laboratory testing is included in this scope of services.

Crawford will complete engineering evaluation and analysis (using computer software where applicable) for the following: soil correlations; bearing resistance; lateral capacity; pile drivability analysis; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria, to determine the site acceleration response spectrum (ARS); liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; flexible and rigid pavements; and soil corrosivity.

Crawford will prepare a revised/updated Foundation Report (FR) consistent with current Caltrans guidelines/format for review and comment by the design team and Caltrans. The revised report will include: Introduction; Project Description; Exceptions to Policy; Geotechnical Investigation; Geotechnical Conditions (Geology, Surface Conditions and Subsurface

Conditions); Groundwater; As-built Data; Scour Data; Corrosion Evaluation; Seismic Information (Ground Motion Hazard, Caltrans ARS Online Curve, and Other Seismic Hazards); Geotechnical Recommendations (Deep Foundations, Approach Fills); Notes for Specifications; Notes for Construction; and Appendices.

Crawford services for this task also include allowance for the Caltrans review process to respond to review comments. Crawford will contact Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report.

Following receipt of all Draft FR review comments and concurrence with Caltrans, Crawford will prepare and submit a Final FR incorporating the comments as necessary. The FR will be submitted electronically as a PDF file.

Task 5.1.5 Structure Hydraulics Report

Avila and Associates will review all available background information for the project including inspection reports and as-built plans.

Avila will obtain and review the peak discharge estimates for the 50-year, and 100-year from previous studies by West Yost Associates and the San Joaquin Area Flood Control Agency (SJAFCOA). It is assumed that discharge estimates are readily available, well documented and reasonable.

Avila will obtain and review the 1D HEC-RAS model for Pixley Slough and Bear Creek of the existing conditions from West Yost Associates or SJAFCOA provided by others.

Avila will update the existing conditions 1D model for Pixley Slough and Bear Creek for up to two proposed conditions alternatives based on project plans and grading provided by others.

Avila will update the proposed conditions model once for the final alternative of Pixley Slough and Bear Creek.

For scour analysis, Avila will review additional Maintenance Reports (since 2008) for adjacent upstream and downstream bridges to assist in degradation analysis for Pixley Slough and Bear Creek. Avila will complete local scour calculations including pier, contraction, abutment, and pressure flow scour for the preferred bridge alternative modeled using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges for Pixley Slough. Avila will update scour for the final alternative and provide a Scour Data Table for Pixley Slough and Bear Creek.

For Bank Protection, Avila will complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to FHWA publication HEC-23, Bridge Scour and Stream Instability Countermeasures for rock riprap for the one chosen proposed bridge alternative for Pixley Slough and Bear Creek.

Avila will complete the hydrology and hydraulic analyses required to determine the Overtopping Flood and Flood of Record at the bridge over Pixley Slough and Bear Creek.

Avila will complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This document is generally included in the environmental document for the bridge over Pixley Slough and Bear Creek.

Avila will complete a draft Preliminary Hydraulic Report documenting the hydrology and hydraulic results for the existing conditions and up to two proposed bridge alternatives for Pixley Slough and Bear Creek. Avila will incorporate comments and update the Draft Preliminary Report to a Final Preliminary Hydraulic Report. Avila will complete a draft

Final Hydraulic Report documenting the hydrology, hydraulic, scour, and bank protection results for the existing conditions and preferred proposed bridge alternative. Avila will address comments and finalize the Final Hydraulic Report for Pixley Slough and Bear Creek.

The following is assumed:

- Topographic information will be provided by other Mark Thomas team members. HEC-RAS models are still valid, no significant channel changes have occurred since the HEC-RAS modeling in ~ 2008.
- Historical bridge cross sections are available in the bridge inspection reports for the bridge (and adjacent bridge) and are sufficient for the degradation analysis.
- Degradation estimates will be straight-line extrapolation using best available data.
- No numeric sediment transport models will be completed.
- Bank protection will be rock riprap.
- It is assumed that the structure replacement will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order will be necessary.
- No insurable structures will be adversely impacted by the structure replacement.
- No Federal Emergency Management Agency (FEMA) coordination.

No Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) or formal No-Rise certification is included in this scope of work.

Task 5.1.6 Roadway Drainage Design Report

The Mark Thomas team will develop a draft drainage report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements.

The existing storm drainage system will be mapped from topographic surveys and as-built information from the City. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. Supplemental mapping (adjacent project mapping, drainage master plans, etc., if available) will be evaluated with available topographic mapping. Tributary areas will be defined, and flow rates calculated for inlets and pipelines. The calculations will define pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines. The draft report will be submitted to city for review and comment.

Based on comments received on the draft drainage report, we will update and finalize the report. Comments will be addressed and documented in a comment matrix.

Task 5.2. PS&E

Task 5.2.1. 30% Plans - Transportation & Structures

At a minimum, the 30% design shall include a basic geometric configuration of roadway (including intersections) bridge, and culvert design, and cross sections of each of the major project elements. ADA improvements and ramp locations will be shown. Consultant to consider in the overall design, turning radius of the various vehicles (including buses, trucks, semitrucks with trailers) used by various local agencies, including but not limited to: Lodi/Stockton Unified School District, Stockton Fire Department, San Joaquin Regional Transit District, and Stockton Waste Management.

Plans shall include all critical traffic factors for geometric and control design. Factors include, but not limited to, design speed, available right of way, terrain/topography, design vehicle, peak hour volumes, possible resolutions to traffic queuing along Eight Mile Road, roadway cross section, lane widths, and roadway camber.

The plans will also include landscaping and irrigation design of median and sidewalk parkways. It is assumed that the City has water mains in the vicinity to provide water service to the planter areas. It is further assumed that the medians and the parkways areas will be a combination of planting and other no maintenance materials such as decomposed granite, rock mulch, and boulders.

30% Traffic Signal Design Plans

Fehr & Peers will prepare PS&E for traffic signal system modifications for the following four study intersections that are currently signalized:

- Lower Sacramento Road/Eight Mile Road (major signal modification assumed)
- Lower Sacramento Road/Marlette Road (major signal modification assumed)
- Lower Sacramento Road/Grider Way (minor signal modification assumed)
- Lower Sacramento Road/Royal Oaks Drive (minor signal modification assumed)

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing Plans. Fehr & Peers will prepare plans at the 30% submittal level and submit to Mark Thomas for processing. Fehr & Peers will address City comments and prepare written responses.

The traffic signal design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle pre-emption, and the conductor and equipment schedules conforming to City of Stockton standards. The design will also include removal of existing streetlighting and/or traffic signal infrastructure necessary to accommodate proposed traffic signal system improvements. Fehr & Peers will coordinate with PG&E to identify new or modified electrical service points to include on the plans.

The following plan sheets will be included:

- Cover Sheet (1 sheet, no scale)
- Traffic Signal Plan (1 sheet per intersection, 20 scale)
- Traffic Signal Schedules (1 sheet per intersection, no scale)
- Traffic Signal Details (up to 2 sheets, no scale)

Fehr Peers assumes that traffic signal interconnect design services for Lower Sacramento Road study corridor are not required. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

30% Street Lighting Design Plans (F&P)

Fehr & Peers will prepare lighting PS&E for the Lower Sacramento Road study corridor between Pixley Slough and Royal Oaks Drive, excluding the 1,800 lineal feet of corridor that was recently improved as part of the railroad grade separation project, which Fehr & Peers assumes does not require street lighting upgrades. Fehr & Peers will prepare lighting PS&E for approximately 8,300 lineal feet of the Lower Sacramento Road corridor.

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing plans. Fehr & Peers will prepare

lighting plans at the 30% submittal level and submit to Mark Thomas for processing. The design will conform to City of Stockton, and where relevant San Joaquin County, design standards for the type of light poles and luminaires to be modified and/or installed. Fehr & Peers will coordinate the pole and luminaire selection with City of Stockton and San Joaquin County staff. Fehr & Peers will perform an AGI32 photometric analysis of the lighting layout to aid in the design and will provide the lighting analysis with the plans for City and County review. Fehr & Peers will coordinate with the Mark Thomas team for light placement. The lighting design will identify modifications to existing street lighting infrastructure, proposed pole locations, luminaire types, conduit, pull boxes, and electrical service.

Fehr & Peers will prepare the following lighting sheets:

- Study Corridor Lighting (Pixley Slough to Royal Oaks Drive): Up to four (4) sheets, 1" = 40'
- Notes and Detail Sheets: Up to four (4) sheets, not to scale

Fehr & Peers will prepare electrical load calculations for the lighting design. Fehr & Peers will coordinate with the Mark Thomas team to obtain the system load requirements and submit them with applications to the utility service provider (PG&E) to establish new and/or modified electrical service point locations. Fehr & Peers will include the service points for the lighting on the plans. Any electrical connection or application fees shall be paid for by the City of Stockton. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

Task 5.2.2 65% Plans Specifications and Estimate - Transportation & Structures

At a minimum, the design shall be developed far enough to identify locations of utilities, geometric features, and other design elements. ADA improvements and curb ramp details will be included on the plans. Prepare the plans such that the environmental documents may be completed with the 65% submittal. Consultant to thoroughly consider in the overall design all critical elements, including but not limited to horizontal and vertical constraints, underground constraints (such as utilities and geotechnical conditions), right-of-way, environmental and overall project budget constraints. Provide a preliminary Engineer's Estimate and project schedule reflective of the 65% level of completion. Bridge structure estimate should reflect staging of construction with dewatering and site protection plans along with planned road closure and detours. Quantify road closure in calendar days both continuous and in phases. Site protection includes, but not limited to, measures preventing vandalism, graffiti, theft, and site disruption after work hours.

65% Traffic Signal Design PS&E (F&P)

Fehr & Peers will prepare PS&E for traffic signal system modifications for the following four study intersections that are currently signalized:

- Lower Sacramento Road/Eight Mile Road (major signal modification assumed)
- Lower Sacramento Road/Marlette Road (major signal modification assumed)
- Lower Sacramento Road/Grider Way (minor signal modification assumed)
- Lower Sacramento Road/Royal Oaks Drive (minor signal modification assumed)

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare plans and estimates at the 65% submittal level and submit to Mark Thomas for processing. With each submittal, Fehr & Peers will address City comments and prepare written responses.

The traffic signal design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle pre-emption, and the conductor and equipment schedules conforming to

City of Stockton standards. The design will also include removal of existing streetlighting and/or traffic signal infrastructure necessary to accommodate proposed traffic signal system improvements. Fehr & Peers will coordinate with PG&E to identify new or modified electrical service points to include on the plans.

The following plan sheets will be included:

- Cover Sheet (1 sheet, no scale)
- Traffic Signal Plan (1 sheet per intersection, 20 scale)
- Traffic Signal Schedules (1 sheet per intersection, no scale)
- Traffic Signal Details (up to 2 sheets, no scale)

Fehr Peers assumes that traffic signal interconnect design services for Lower Sacramento Road study corridor are not required. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

65% Street Lighting Design PS&E (F&P)

Fehr & Peers will prepare lighting PS&E for the Lower Sacramento Road study corridor between Pixley Slough and Royal Oaks Drive, excluding the 1,800 lineal feet of corridor that was recently improved as part of the railroad grade separation project, which Fehr & Peers assumes does not require street lighting upgrades. Fehr & Peers will prepare lighting PS&E for approximately 8,300 lineal feet of the Lower Sacramento Road corridor.

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare lighting plans and estimates at the 65% submittal and submit to Mark Thomas for processing. The design will conform to City of Stockton, and where relevant San Joaquin County, design standards for the type of light poles and luminaires to be modified and/or installed. Fehr & Peers will coordinate the pole and luminaire selection with City of Stockton and San Joaquin County staff. Fehr & Peers will perform an AGI32 photometric analysis of the lighting layout to aid in the design and will provide the lighting analysis with the plans for City and County review. Fehr & Peers will coordinate with the Mark Thomas team for light placement. The lighting design will identify modifications to existing street lighting infrastructure, proposed pole locations, luminaire types, conduit, pull boxes, and electrical service.

Fehr & Peers will prepare the following lighting sheets:

- Study Corridor Lighting (Pixley Slough to Royal Oaks Drive): Up to four (4) sheets, 1" = 40'
- Notes and Detail Sheets: Up to four (4) sheets, not to scale

Fehr & Peers will prepare electrical load calculations for the lighting design. Fehr & Peers will coordinate with the Mark Thomas team to obtain the system load requirements and submit them with applications to the utility service provider (PG&E) to establish new and/or modified electrical service point locations. Fehr & Peers will include the service points for the lighting on the plans. Any electrical connection or application fees shall be paid for by the City of Stockton. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

Preliminary Specifications and Estimates will be submitted with the 95% submittal.

Task 5.2.3 95% PS&E - Transportation & Structures

Project specifications shall be included at this stage and a detailed Engineer's Estimate including all project elements. Project Specifications shall include Contractor Pre-Qualification Requirements in compliance with Caltrans Procedures. One electronic (PDF format) copy via Bluebeam of PS&E shall be provided to the City for review. The review comments

from the 65% submittal shall be itemized and a written response to the comments shall be prepared in a comment matrix.

95% Traffic Signal Design PS&E (F&P)

Fehr & Peers will prepare PS&E for traffic signal system modifications for the following four study intersections that are currently signalized:

- Lower Sacramento Road/Eight Mile Road (major signal modification assumed)
- Lower Sacramento Road/Marlette Road (major signal modification assumed)
- Lower Sacramento Road/Grider Way (minor signal modification assumed)
- Lower Sacramento Road/Royal Oaks Drive (minor signal modification assumed)

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare plans at the 95% submittal level and submit to Mark Thomas for processing. With each submittal, Fehr & Peers will address City comments and prepare written responses.

The traffic signal design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle pre-emption, and the conductor and equipment schedules conforming to City of Stockton standards. The design will also include removal of existing streetlighting and/or traffic signal infrastructure necessary to accommodate proposed traffic signal system improvements. Fehr & Peers will coordinate with PG&E to identify new or modified electrical service points to include on the plans.

The following plan sheets will be included:

- Cover Sheet (1 sheet, no scale)
- Traffic Signal Plan (1 sheet per intersection, 20 scale)
- Traffic Signal Schedules (1 sheet per intersection, no scale)
- Traffic Signal Details (up to 2 sheets, no scale)

Fehr Peers assumes that traffic signal interconnect design services for Lower Sacramento Road study corridor are not required. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

95% Street Lighting Design PS&E (F&P)

Fehr & Peers will prepare lighting PS&E for the Lower Sacramento Road study corridor between Pixley Slough and Royal Oaks Drive, excluding the 1,800 lineal feet of corridor that was recently improved as part of the railroad grade separation project, which Fehr & Peers assumes does not require street lighting upgrades. Fehr & Peers will prepare lighting PS&E for approximately 8,300 lineal feet of the Lower Sacramento Road corridor.

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare lighting PS&E at 95% submittal level and submit each to Mark Thomas for processing. The design will conform to City of Stockton, and where relevant San Joaquin County, design standards for the type of light poles and luminaires to be modified and/or installed. Fehr & Peers will coordinate the pole and luminaire selection with City of Stockton and San Joaquin County staff. Fehr & Peers will perform an AGI32 photometric analysis of the lighting layout to aid in the design and will provide the lighting analysis with the plans for City and County review. Fehr & Peers will coordinate with the

Mark Thomas team for light placement. The lighting design will identify modifications to existing street lighting infrastructure, proposed pole locations, luminaire types, conduit, pull boxes, and electrical service.

Fehr & Peers will prepare the following lighting sheets:

- Study Corridor Lighting (Pixley Slough to Royal Oaks Drive): Up to four (4) sheets, 1" = 40'
- Notes and Detail Sheets: Up to four (4) sheets, not to scale

Fehr & Peers will prepare electrical load calculations for the lighting design. Fehr & Peers will coordinate with the Mark Thomas team to obtain the system load requirements and submit them with applications to the utility service provider (PG&E) to establish new and/or modified electrical service point locations. Fehr & Peers will include the service points for the lighting on the plans. Any electrical connection or application fees shall be paid for by the City of Stockton. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

Task 5.2.4 Final PS&E (100% Complete) Transportation & Structures

Complete roadway, culvert, and two (2) bridge structure design revisions from preliminary design. Detailed project estimates and specifications shall be included at this stage. This is the final design, including final construction staging, work zone traffic control, and utility coordination. Consultant shall provide the necessary final PS&E documents in a bid-ready form. Project files and the Project Engineer's/Resident Engineer's file will also be submitted with the Final PS&E.

Final PS&E submittal shall include: One complete plan set of reproducible 24"x36" on mylars (after editorial review of 100% plan check via Bluebeam), final cost estimate and specifications, AutoCAD and PDF format drawing files, Microsoft Word format specifications, and Excel format cost estimate delivered to the City.

100% Traffic Signal Design PS&E (F&P)

Fehr & Peers will prepare PS&E for traffic signal system modifications for the following four study intersections that are currently signalized:

- Lower Sacramento Road/Eight Mile Road (major signal modification assumed)
- Lower Sacramento Road/Marlette Road (major signal modification assumed)
- Lower Sacramento Road/Grider Way (minor signal modification assumed)
- Lower Sacramento Road/Royal Oaks Drive (minor signal modification assumed)

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare PS&E at 100% submittal level and submit each to Mark Thomas for processing. With each submittal, Fehr & Peers will address City comments and prepare written responses. Fehr & Peers will prepare final, signed, PS&E; plans will be digitally signed PDFs, specifications will be provided in MS Word format, and estimates will be lump sum.

The traffic signal design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle pre-emption, and the conductor and equipment schedules conforming to City of Stockton standards. The design will also include removal of existing streetlighting and/or traffic signal infrastructure necessary to accommodate proposed traffic signal system improvements. Fehr & Peers will coordinate with PG&E to identify new or modified electrical service points to include on the plans.

The following plan sheets will be included:

- Cover Sheet (1 sheet, no scale)
- Traffic Signal Plan (1 sheet per intersection, 20 scale)
- Traffic Signal Schedules (1 sheet per intersection, no scale)
- Traffic Signal Details (up to 2 sheets, no scale)

Fehr Peers assumes that traffic signal interconnect design services for Lower Sacramento Road study corridor are not required. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

100% Street Lighting Design PS&E (F&P)

Fehr & Peers will prepare lighting PS&E for the Lower Sacramento Road study corridor between Pixley Slough and Royal Oaks Drive, excluding the 1,800 lineal feet of corridor that was recently improved as part of the railroad grade separation project, which Fehr & Peers assumes does not require street lighting upgrades. Fehr & Peers will prepare lighting PS&E for approximately 8,300 lineal feet of the Lower Sacramento Road corridor.

Mark Thomas will provide base maps including civil improvements, striping, utilities, and right-of-way, and the City and County will provide any relevant record drawings for Fehr & Peers' use in developing PS&E. Fehr & Peers will prepare lighting PS&E at 100% submittal level and submit to Mark Thomas for processing. The design will conform to City of Stockton, and where relevant San Joaquin County, design standards for the type of light poles and luminaires to be modified and/or installed. Fehr & Peers will coordinate the pole and luminaire selection with City of Stockton and San Joaquin County staff. Fehr & Peers will perform an AGI32 photometric analysis of the lighting layout to aid in the design and will provide the lighting analysis with the plans for City and County review. Fehr & Peers will coordinate with the Mark Thomas team for light placement. The lighting design will identify modifications to existing street lighting infrastructure, proposed pole locations, luminaire types, conduit, pull boxes, and electrical service.

Fehr & Peers will prepare the following lighting sheets:

- Study Corridor Lighting (Pixley Slough to Royal Oaks Drive): Up to four (4) sheets, 1" = 40'
- Notes and Detail Sheets: Up to four (4) sheets, not to scale

Fehr & Peers will prepare electrical load calculations for the lighting design. Fehr & Peers will coordinate with the Mark Thomas team to obtain the system load requirements and submit them with applications to the utility service provider (PG&E) to establish new and/or modified electrical service point locations. Fehr & Peers will include the service points for the lighting on the plans. Any electrical connection or application fees shall be paid for by the City of Stockton. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

Task 5.3. Quality Assurance / Quality Control

The PS&E will go through a quality control reviews before submittal (at the 95% and 100% stage). These reviews will ensure conformance to Caltrans and City Standard criteria as well as minimize typographical omissions. The consultant will provide a signed Quality Control Checklist at the time of each deliverable submittal.

Fehr & Peers will complete an internal QA/QC review and provide a signed quality control checklist at the time of 95% and 100% deliverable submittal.

TASK 5 DELIVERABLES

- Traffic Operations Report (PDF)
- Intersection Control Evaluation Memorandum (PDF)

- Lighting Analysis Study (PDF)
- Topographic Base Mapping (AutoCAD Civil3D DWG)
- Geotechnical Design Report (PDF)
- Draft Foundation Report (PDF)
- Final Foundation Report (PDF)
- Draft Structures Hydraulics Report (PDF)
- Final Structures Hydraulics Report (PDF)
- Draft Roadway Drainage Design Report (PDF)
- Final Roadway Drainage Design Report (PDF)
- 30% Plans (2- 24x36 full scale printed & PDF) Specifications (WORD & PDF)
- 65% Plans (2- 24x36 full scale printed & PDF) Specifications (WORD & PDF), Comment Tracking Matrix (PDF), City Comment Response (Bluebeam PDF)
- 95% Plans (2- 24x36 full scale printed & PDF) Specifications (WORD & PDF), Estimate (Excel & PDF), Comment Tracking Matrix (PDF), City Comment Response (Bluebeam PDF)
- 100% & Final Plans - (24x36 full scale formatted PDF) Specifications (WORD & PDF), Estimate (Excel & PDF), Comment Tracking Matrix (PDF), City Comment Response (Bluebeam PDF) For final plans - 1- 24x36 full scale mylar plan set stamped and signed, Electronic files Package of all AutoCAD drawing files Compact Disk or USB Flash Drive.

TASK 6. PREPARATION OF PROJECT STUDY REPORT (OPTIONAL TASK)

The Project Study Report (PSR) is a project initiation document (PID) that is required for any project applying for funding through the State Transportation Improvement Program (STIP). The PSR contains a report of preliminary engineering efforts that defines and justifies the project scope with regard to transportation deficiencies. It must also include a detailed alternatives analysis, preliminary cost estimate for all components, project schedule, description of the PS&E, and anticipated environmental compliance requirements.

The PSR is an Optional Task, and the Mark Thomas team will prepare a PSR (that will follow Appendix L of the Caltrans Project Development Procedure Manual for report requirements with the California Transportation Commission) if requested by the City. Since this is an Optional Task, no budget has been included for this task and the PSR would be done as an amendment to our agreement.

TASK 7. PUBLIC OUTREACH

The Mark Thomas team (lead by SEI) will conduct Public Outreach for the project.

We anticipate holding two (2) Public Information Meetings to present concepts and design features to neighboring residents, businesses, and to the general public. We will work with City staff to determine a location near the project site to have the meeting. The meetings materials will be designed primarily to provide information on the project features, goals, and construction impacts.

The Mark Thomas Team will research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meetings sign-in; information from the project team; and from e-mail and personal contacts. The database will be coded according to interest and involvement with the project.

We anticipate the following groups to be on the stakeholders list:

- District 1 Council member and other elected and appointed officials
- Residents and property owners adjacent to the proposed project area
- Businesses and other establishments adjacent to the project area
- Emergency responders
- Lodi Unified School District
- Public Transit
- Utility Companies
- Pertinent City staff
- San Joaquin County Public Works

Sigfried will schedule the meetings and make all meeting arrangements, write, design, and issue meeting notices by first-class mail to stakeholders and up to 1,000 mailers by third-class mail to nearby residents; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; venue coordination, prepare exhibits and a PowerPoint presentation for each meeting to illustrate concepts and plan elements; record public comments/assist with appropriate responses; and prepare a detailed meeting report. We will administer Title VI compliance documentation at the public meeting. The need for a translator will be discussed with City staff prior to the meetings.

Following the meeting, we will develop a summary of the meeting which will include all feedback received and photography. The meeting should be scheduled after the 65% plans and environmental documents have been prepared.

Sigfried will coordinate the noticing for two public outreach meetings and a public hearing near the project design completion phase. Sigfried and the design team will also attend planning commission meetings, public hearing meetings, and meetings with stakeholders as required for the duration of the project. Outreach after completion of design is excluded.

If a third meeting is required, we'll attempt to work it in our existing budget by reusing notification materials.

Fehr & Peers will attend up to two (2) public outreach meetings and two (2) public hearings to support the project team in presenting and/or responding to public questions on topics related the traffic operations analysis, active transportation, transit, and safety elements of the project.

TASK 7 DELIVERABLES

- Meeting Notices
- Mailers
- Sign-in-Sheets
- Comment Sheets
- Agendas
- Meeting Summary

TASK 8. COORDINATION / MEETINGS

The Mark Thomas team will provide project management services to meet the project scope, schedule and budget as set forth in the accepted proposal. Appropriate members of the Mark Thomas team will attend meetings with City staff,

public, businesses, and individuals as needed. At this time, we anticipate that the meetings will virtual meetings via Microsoft Teams. Appropriate members of the Mark Thomas team will attend meetings with City and Caltrans staff and other agencies when necessary to discuss and finalize the design. We anticipate these meetings to be virtual.

For all meetings lead by the Mark Thomas team, our deliverables include, but are not limited to, meeting agendas and minutes.

Task 8.1. Project Management/Project Initiation

This task includes ongoing general project coordination and oversight of the project and team members as well as internal staff. Also included in this task is the preparation of memos, letters, e-mail, and other correspondence necessary to manage the project. This task also includes setting up project files and reviewing documentation between team members.

Task 8.2. Project Development Team Meetings

We anticipate holding up to 20 PDT meetings over the course of the project. The intervals of the PDT meeting will be discussed with staff right after receiving the Notice to Proceed. Initially we feel that the meetings should be held monthly. Topic of the meetings will vary, and the initial meetings will be focused on the design parameters, environmental and progress of the design. We also plan to use some of the PDTs to have focus meetings on topics that may not pertain to the entire PDT.

The Mark Thomas team will draft the meeting agendas and distribute them to the other members of the PDT. We will also take the lead with preparing the minutes of the meetings and distributing them to the PDT.

We plan to hold these meetings virtual (via TEAMS) and we'll send out the meeting invite.

Task 8.3. Agency Coordination Meetings

Initially, at the beginning of the design, we may need to have coordination meeting with agency stakeholders. Based on our experience, we have found that agencies are more receptive to meeting requests from City staff. Accordingly, we anticipate asking staff to be the initial agency contact and members of the Mark Thomas team will attend these meeting. We anticipate these meeting to be virtual.

We anticipate meetings with the following key stakeholders - all utility companies, Regional Transit District (RTD), Union Pacific Railroad, City of Stockton Fire Department, Waste Collection, and Lodi/Stockton Unified School District. We plan to facilitate the meetings by providing them with plans for their use and mark-ups to identify project related issues.

After the initial meeting, we should be able to continue the dialog with the agency with little involvement from the City.

We also plan on preparing meeting agendas and distributing notes from the agency meetings.

Task 8.4. Cost Accounting and Progress Reports

On a monthly basis, we will provide the City with an accounting of project expenditures. The accounting will be for all project subconsultants. Accounting information will include the initial budget per task, amount spent on the tasks, task amount remaining and percentage budget remaining.

With the accounting, we will provide a summary to the City on items completed for the invoicing month and anticipated tasks to be performed in the upcoming month.

This information will be sent to staff on a monthly basis with our invoice.

Task 8.5. CPM Schedule

The Mark Thomas team will prepare and provide a comprehensive schedule to reflect the timeframe for each stage/task of the proposed scope of work, utilizing Microsoft Project. The project schedule will show a base line, tasks, duration, milestones, assignments, critical paths, and other relevant data. The project schedule shall be maintained and updated every other month or when a change in the project causes a shift in completing a major milestone by more than three weeks.

TASK 8 DELIVERABLES

- Deliverable: Monthly PDT Agendas & Minutes (PDF) (Up to 20 Meetings)
- Deliverable: Monthly Cost Accounting and Progress Report (PDF). Provided with our invoice
- CPM Schedule in Microsoft Project (Updated every 2 Months)

TASK 9. DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

As part of this Scope of Work, the Mark Thomas team will provide bid support services that consist of assisting the City in addressing inquiries to design related Requests for Information (RFI) during the project advertisement phase as well as preparing clarification memorandums that staff can post and pass onto bidders. .

The Mark Thomas team will also provide to the City, design support during construction of the project. These services include responding to design related RFIs, design submittal reviews and approvals, revising project plans to address City approved design changes necessary during construction, assist City staff and the Resident Engineer in reviewing Contractor requested Contract Change Orders, attend construction and field meeting if necessary, assist the City inspection team with specific design-related issues during construction and any needed consultation with the construction contractor, construction manager, and/or the City Project Manager throughout construction.

Deliverables include, but are not limited to, the following: memorandums of clarification, contract addenda, conform drawings, requests for clarifications, and clarification sketches.

Task 9.1. Bidding Assistance

The team will assist during bidding by answering questions and providing interpretation of the construction documents. Fehr & Peers will assist during bidding by answering questions and providing interpretation of the construction documents pertaining to the traffic signal and street lighting plans prepared by Fehr & Peers. Fehr & Peers budgeted up to 16 hours for bidding support services. Should the level of effort for these services exceed the budget, Fehr & Peers will prepare a supplemental scope and fee before proceeding with any additional services.

Task 9.2. Design Support During Construction

During the construction of the project, Fehr & Peers will be available to address the following items in relation to the work shown on the traffic signal and street lighting plans prepared by Fehr & Peers: attend pre-construction meeting,

interpret and clarify the design intent of the PS&E, review proposed construction changes to provide recommendations, review contractor submittals for conformance with the design documents, and respond to requests for information. As the level of effort involved in providing construction support services is uncertain, Fehr & Peers budgeted up to 38 hours for construction support services. Should the level of effort for these services exceed the budget, Fehr & Peers will prepare a supplemental scope and fee before proceeding with any additional services.

Crawford will respond to contractor Request for Information (RFI) submittals, two (8 hour, total 16 hours) days plus travel for a field representative to be on-site to observe initial pile installation and consultation with the design team. Field observation will be supplemented by principal level engineering consultation and supervision of the field representative. Our on-site observations will be documented in a Daily Field Report (DFR).

Since, at this time, we do not know the level of effort required for Bidding Assistance and Construction Support, we have provided a budget amount for the efforts. If we it looks like we will exceed our budget amounts, we will discuss possible fee amendments with the City.

TASK 10. AS-BUILT DRAWINGS

Task 10.1. As-Built Drawings

The Mark Thomas team will prepare Record Drawings upon receipt of red-lines from the Construction Manager and/or the contractor. We will produce one complete set of Record Drawings in AutoCAD. We will submit to the City 1-PDF and AutoCAD files of the Record Drawings.

Fehr & Peers will prepare as-built drawings based on contractor mark-ups provided for the traffic signal and street lighting plans prepared by Fehr & Peers. No field visits are included in this scope. Fehr & Peers budgeted up to 38 hours for preparation of as-built drawings. Should the level of effort for these services exceed the budget, Fehr & Peers will prepare a supplemental scope and fee before proceeding with any additional services.

TASK 11. PRESERVING AND PERPETUATING SURVEY MONUMENTS

The Mark Thomas team (lead by SEI) will identify, list, and show existing survey monuments on construction plans. We will include language in the PS&E package to preserve all monumentation affected by the work being performed in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professions Code of the State of California.

Task 11.1. Prepare Monumentation Map

After completion of the survey for the Project, the Mark Thomas team will prepare a Monumentation Map for the project that shows location of found monuments in the field and compare it to record maps. Record monuments that are missing from our field survey will be identified as missing on the Monumentation Map.

Task 11.2. Prepare Monumentation Preservation Certificate

At the completion of Project construction, the Mark Thomas team (lead by SEI) will prepare a Surveyor's Certificate that states that all monuments are preserved either by protecting and remaining in place during construction or set/reset as part of construction.

TASK 12. RIGHTS OF ENTRY

The Mark Thomas team will prepare and provide all right-of-entry (ROE) letters to access private properties during field reconnaissance. All access and coordination to private property will be done by the Mark Thomas team. The Mark Thomas team will identify impacts to all residences and businesses and present feasible mitigation measures on the design improvement plans. This includes, but is not limited to, service interruptions, property encroachments, access restrictions, potential damage to property, etc.

The Mark Thomas team will send out letters to property owners with a right-of-entry form (reviewed and approved by the City) and any exhibits needed to adequately portray the work to be done. These documents are meant for minor conform work that is needed to conform the adjacent properties to the final project.

We will provide copies of all utility correspondence, public notices, and right-of-entry (ROE) letters to the City for their files.

Task 12.1. Right of Entry Letters (Field Reconnaissance)

The Mark Thomas team will need to perform field reconnaissance as necessary to complete survey, design and environmental tasks. We will develop an exhibit using Google Maps to identify the properties that we'll need to send ROE letters to in order to get approval to be on the property. We will review the exhibit with staff prior to mailing the ROE Letters.

Task 12.2. Right of Entry Permits (Construction)

Towards the completion of the project's design, the Mark Thomas team will prepare Right of Entry Permits for the construction phase of the project as necessary. Drafts of the ROE Permits will be provided to the City for their review and approval.

The ROE Permits will be provided to the Project's Right of Way Agent who will be the person responsible for negotiating acquisitions of needed Right of Way and easements for the project. The Agent will be responsible for obtaining owner's signatures on the ROE Permits.

TASK 13. RIGHT OF WAY ACQUISITION

Right-of-Way will need to be acquired as part of this project as well as all necessary or required permitting. Consultants shall perform surveying and preparation of right-of-way acquisition documents including plats and legal descriptions, appraisals, negotiation, and acquisition services. These services shall be included in the proposal for approximately thirteen (13) parcels.

Task 13.1. Prepare Right of Way Appraisal Exhibit

This task includes the preparation of exhibits as requested by the project's appraiser. The exhibits will help clarify details of the design as it relates to impacts of the project to private property and privately owned landscaping (i.e. elevation changes to driveways, location of retaining walls in relationship to privately owned improvements, slope limits around privately owned trees, etc.)

Since we do not have a definitive number of exhibits that will be required or the complexity of the needed exhibit, we have estimated a budget for this task.

Task 13.2. Prepare Legal Description and Plats

Siegfried will perform a right of way survey of the project corridor to establish the existing right of way and existing monumentation. Upon approval of the areas of acquisitions, we will begin the preparation of drafts plats for the various right of way dedications and easements for the project. Said documents will be provided to the City for review and approval as well as provided to the acquisitions and appraisal team members for negotiations and agreement generation.

We anticipate one round of drafts for review by the City and then produce final description and plats.

Task 13.3. Right of Way Appraisal and Acquisitions

Task 13.3.1. Fee Appraisal

Monument will prepare right of way Cost Estimates for the PRP for each alternative under consideration including:

- Take an inventory of the affected properties for each selected option.
- Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. List all businesses on each property and the approximate space they occupy.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition (plus damages) using the data sets created and utilizing our various real estate value databases.
- Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.
- Prepare an estimate of the immoveable fixtures and equipment associated with each business property.
- Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs 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 agents, title/escrow, and legal services).

The report will contain a textual description of the project areas studied, a summary of total probable costs of the study area itemized by major component and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets will contain a parcel-by-parcel breakdown of all probable costs.

In the event that the acquisition program is to be phased or determined to be implemented at a future date, formalized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule.

Right of way data sheet and cost estimate are not a part of this scope, and would be an additional task to this Scope of Work.

Task 13.3.2. Appraisal Review

Review appraisals will be provided for each appraisal by Monument, and in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review, unless the identity was withheld.
 - Identify the scope of work to be performed.
 - Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
 - Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
 - Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
 - Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
 - Review appraisals will be forwarded to the City for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Task 13.3.3. Acquisition and Negotiation (Right of Way Agent)

Monument will provide right-of-way delivery services required for the County to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's right-of-way Policies and Procedures.

Monument will provide the following services under the direction of City staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the City's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.

- Monument's acquisition agent will meet personally with each property owner to present the City's purchase offer, explain the project design requirement, and inform him or her of the City's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications.
- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination - Coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the City. Upon closing of escrow, tax cancellation letters will be prepared for City signature, as necessary, for fee interest acquisitions.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the City. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- Eminent Domain Support – If requested, coordinate with City's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the City.
 - A. Provide bilingual acquisition agents, if necessary.
 - B. Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the City for review and acceptance.
 - C. Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

Exclusion:

The Mark Thomas team has not budgeted participating in the Eminent Domain process. If our services are required, this will need to be an amendment to our Agreement.

TASK 13 DELIVERABLES

- Right of way Cost Estimates
- Appraisal Report of up to 13 Parcels (PDF)
- Negotiations of up to 13 Parcels

TASK 14. FUNDING AND GRANT WRITING

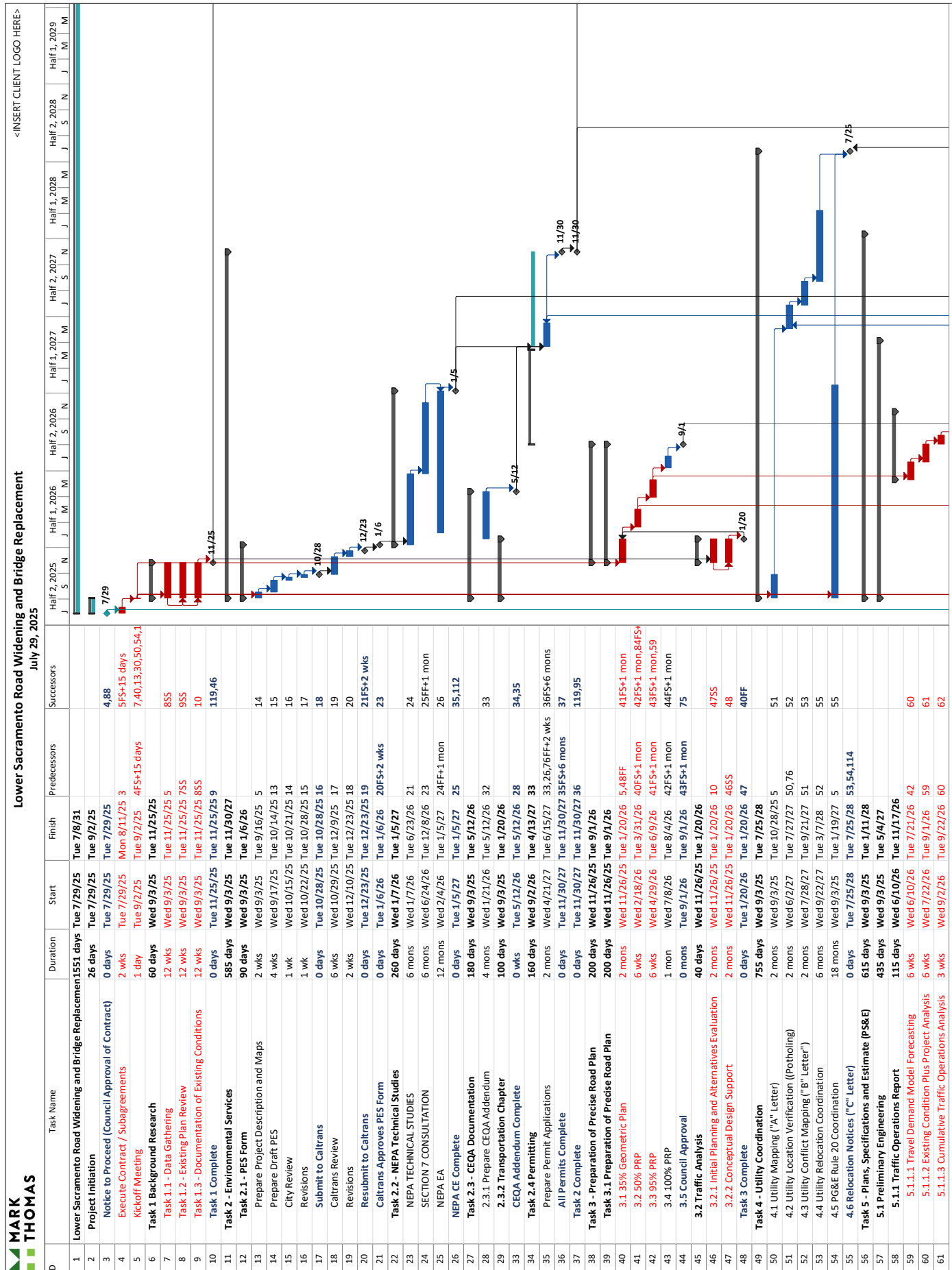
The Lower Sacramento Road Widening and Bridge Replacements project design phase is currently funded with Measure K local funds; however, the City plans to pursue federal and state funding opportunities for the right-of-way (ROW) and construction phases.

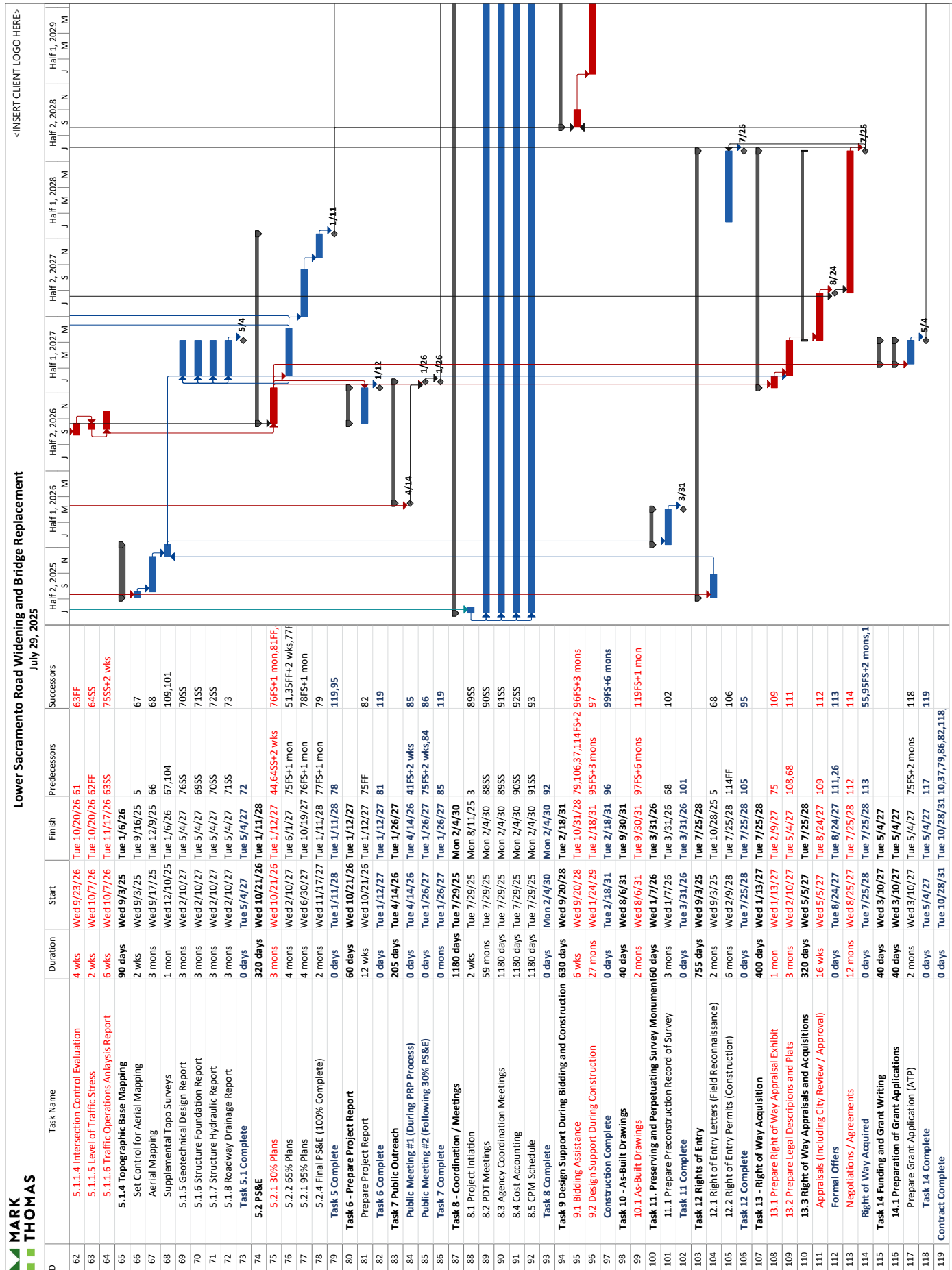
The Mark Thomas team will work with the City to identify eligible grants to apply for during each proposed phasing. We will prepare and submit three grant applications to acquire funding for construction of the project. Grant applications may include but are not limited to Highway Safety Improvement Program (HSIP), Active Transportation Program (ATP), and Congestion Mitigation and Air Quality (CMAQ), among others.

The applications will be delivered to the City for submission.

TASK 14 DELIVERABLES

- Draft & Final Grant Applications





COST PROPOSAL FOR PROJECT SCOPE: Stockton - Lower Sacramento Road - Updated 04/10/2025

MARK THOMAS	Subconsultants										TOTAL MT COST	Avila Associates	Crawford	Fehr & Peers	LSA	Monument ROW	Sitegrifed	TOTAL COST
	Sr. Technical Lead	Project Manager	Technical Lead	Sr. Technical Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Survey Manager II	Survey Engineer II	Lead Survey Technician	Survey Technician III	2-Person Crew (OC3)	Sr. Project Accountant	Sr. Project Coordinator	Total Hours		
1.0 BACKGROUND RESEARCH	\$265	\$214	\$214	\$186	\$164	\$142	\$115	\$145	\$97	\$192	\$136	\$157	\$136	\$328	\$146	\$145		
1.1 Data Gathering		4			22	36		44								106		\$43,313.90
1.2 Existing Plan Review		8		38	46			60								152		\$39,889.49
1.3 Documentation of Existing Conditions		1		10	14			14								39		\$17,857.55
Subtotal Phase 1	0	13	0	70	96	0	0	118	0	0	0	0	0	0	0	297	\$0.00	\$100,240.94
2.0 PERMITTING/ENVIRONMENTAL SERVICES																		
2.1 Preliminary Environmental Study (PES) Form		1		6	7			7								21		\$20,328.37
2.2 NEPA Technical Studies		6		45	65			74								190		\$251,852.97
2.3 CEQA Environmental Documentation		2		16	20			24								62		\$82,550.95
2.4 NEPA Documentation (EA/FONS)		4		35	40			50								129		\$183,110.10
2.5 Permitting		4		10	14			26								54		\$73,110.92
2.6 Environmental Project Management																0		\$44,814.49
Subtotal Phase 2	0	17	0	112	146	0	0	181	0	0	0	0	0	0	0	456	\$0.00	\$655,867.79
3.0 PREPARATION OF PRECISE ROAD PLAN																		
3.1 30% Geometric Plan		1		8	10			12								31		\$50,731.76
3.2 50% RPP		1		8	10			12								31		\$44,809.76
3.3 95% RPP		1		6	7			10								24		\$37,633.64
3.4 100% RPP		1		4	4			6								15		\$19,072.00
3.5 Council Approval		1		2	2			4								9		\$5,249.59
3.6 Technical Studies		1		4	4			8								17		\$47,827.78
Subtotal Phase 3	0	6	0	32	37	0	0	52	0	0	0	0	0	0	0	127	\$0.00	\$207,019.32
4.0 UTILITY COORDINATION																		
4.1 Utility Mapping (A Letter)		3		18	24			34								79		\$10,999.99
4.2 Utility Location Verification (Reboring)		3		16	26			34								79		\$10,515.99
4.3 Utility Conflict Mapping (B Letter)		5		36	50			62								153		\$20,087.99
4.4 Utility Relocation Coordination		16		60	80			94								188		\$26,377.93
4.5 PS&E Bule 20 Coordination		2		16	26			34								78		\$10,042.00
4.6 Revision Notices (C Letter)		1		8	12			20								41		\$5,170.00
Subtotal Phase 4	0	30	0	154	188	0	0	246	0	0	0	0	0	0	0	618	\$0.00	\$95,417.74
5.0 PLANS SPECIFICATIONS & ESTIMATE (PS&E)																		
5.1 Preliminary Engineering																		
5.1.1 Traffic Operations Report		2		10	15			20								47		\$6,137.98
5.1.2 Topographic Base Mapping		2		8	14			16								220		\$45,787.39
5.1.3 Geotechnical Design Report		1		5	8			10								24		\$3,140.00
5.1.4 Structure Foundation Report		20		40												60		\$10,839.89
5.1.5 Structure Hydraulic Report		20		40												296		\$40,443.93
5.1.6 Roadway Drainage Design Report		16		80	100			100								0		\$0.00
5.2 PS&E		40		120				80								240		\$39,840.20
5.2.1 30% Plans (Transportation)		20		240	460			500								1220		\$17,459.95
5.2.2 65% Plans & Estimate (Structures)		40		120	100	20		120								400		\$62,140.37
5.2.3 95% Plans & Estimate (Transportation)		24		250	340			370								984		\$130,406.01
5.2.4 Final PS&E (100% Complete) (Structures)		40		120	80	16		100								536		\$88,100.96
5.2.5 Final PS&E (100% Complete) (Transportation)		40		275	430			590								1335		\$171,949.90
5.2.6 Final PS&E (100% Complete) (Structures)		20		36		20		80								176		\$27,284.08
5.2.7 Final PS&E (100% Complete) (Transportation)		40		180	230			300								790		\$95,560.01
5.3 O&M (Structures)		5		40	50			60								155		\$20,550.00
Subtotal Phase 5	40	130	106	120	1588	1867	56	380	1006	10	20	8	70	0	8	4087	\$0.00	\$920,980.39
6.0 PROJECT STUDY REPORT																		
6.1 Project Study Report (Optional)																0		\$0.00
Subtotal Phase 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00

COST PROPOSAL FOR PROJECT SCOPE: Stockton - Lower Sacramento Road - Updated 10/3/2024

MARK THOMAS		Subconsultants																			TOTAL COST						
		Sr. Technical Lead	Project Manager	Technical Lead	Sr. Technical Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Technician	Survey Manager II	Project Surveyor II	Asst Surveyor II	Lead Survey Technician	Survey Technician III	2-Person Crew (OE3)*	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost		Avila Associates	Crawford	Fehr & Peers	LSA	Monument ROW	Sitegrifed
7.0	PUBLIC OUTREACH	\$265	\$214	\$214	\$186	\$164	\$142	\$115	\$145	\$97	\$242	\$192	\$136	\$157	\$136	\$328	\$146	\$145	10	\$1,427.98	-	-	-	-	-	-	\$17,081.57
7.1	Public Outreach Plan		2			2	2			4									484	\$91,778.27	-	-	4,449	-	-	11,204	\$17,081.57
7.2	Stakeholder Outreach		8			4	4			8									24	\$3,711.93	-	-	-	-	-	18,079	\$21,791.13
7.3	Public Outreach Meeting #1		8			10	10			20									48	\$6,711.94	-	-	-	-	-	21,957	\$28,669.34
7.4	Public Outreach Meeting #2		8			10	10			20									48	\$6,711.94	-	-	-	-	-	21,957	\$28,669.34
	Subtotal Phase 7	0	26	0	0	26	26	0	0	52	0	0	0	0	0	0	0	0	130	\$18,563.80	\$0.00	\$0.00	\$4,449.31	\$0.00	\$0.00	\$73,196.28	\$96,211.39
8.0	COORDINATION/MEETINGS																		62	\$11,315.91	-	-	-	-	-	5,184	\$16,499.59
8.1	Project Initiation	4	24			10												24	\$91,778.27	2,378	-	-	-	-	-	56,623	\$155,753.72
8.2	Project Development Team Meetings	4	240			240												484	\$91,778.27	-	-	4,974	-	-	-	34,790	\$141,047.19
8.3	Agency Coordination Meetings	4	320			120	120											564	\$106,257.19	-	-	-	-	-	-	11,128	\$73,206.84
8.4	Cost Accounting & Progress Reports	8	120			80											80	360	\$62,079.16	-	-	-	-	-	-	1,391	\$72,794.24
8.5	CPM Schedule	80				4	6			8							98	\$19,403.28	-	-	-	-	-	-	-	1,391	\$20,794.24
	Subtotal Phase 8	12	784	0	0	454	126	0	0	8	0	0	0	0	0	0	80	104	1,568	\$290,833.80	\$2,378.34	\$0.00	\$4,974.07	\$0.00	\$0.00	\$109,115.36	\$407,301.57
9.0	DESIGN SUPPORT DURING BIDDING & CONSTRUCTION																		4	\$855.96	-	-	-	-	-	7,774	\$12,250.78
9.1	Bidding Assistance		4																4	\$855.96	-	-	3,621	-	-	7,774	\$12,250.78
9.2	Design Support During Construction	25				165	220			280								690	\$90,809.94	-	-	8,576	-	-	75,242	\$174,627.46	
	Subtotal Phase 9	0	29	0	0	165	220	0	0	280	0	0	0	0	0	0	0	694	\$91,665.91	\$0.00	\$0.00	\$12,196.82	\$0.00	\$0.00	\$83,015.52	\$186,878.25	
10.0	AS-BUILT DRAWINGS																		99	\$12,535.99	-	-	-	-	-	9,770	\$29,730.79
10.1	As-Built Drawings		4			20	25			50								99	\$12,535.99	\$0.00	\$0.00	\$7,424.56	\$0.00	\$0.00	\$9,770.24	\$29,730.79	
	Subtotal Phase 10	0	4	0	0	20	25	0	0	50	0	0	0	0	0	0	0	99	\$12,535.99	\$0.00	\$0.00	\$7,424.56	\$0.00	\$0.00	\$9,770.24	\$29,730.79	
11.0	PRESERVING & PERPETUATING SURVEY MONUMENTS																		0	\$0.00	-	-	-	-	-	5,297	\$5,296.88
11.1	Prepare Monumentation Map																	0	\$0.00	-	-	-	-	-	5,297	\$5,296.88	
11.2	Prepare & File Corner Records																	0	\$0.00	-	-	-	-	-	3,315	\$3,314.96	
	Subtotal Phase 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,611.84	\$8,611.84	
12.0	RIGHTS OF ENTRY																		23	\$3,064.01	-	-	-	-	-	2,147	\$5,211.05
12.1	Right of Entry Letters (Field Reconnaissance)		1			8	4			10								23	\$3,064.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,147	\$5,211.05
12.2	Right of Entry Permits (Construction)	2				20	30			42								94	\$12,042.00	-	-	-	-	-	-	\$12,042.00	\$12,042.00
	Subtotal Phase 12	0	3	0	0	28	34	0	0	52	0	0	0	0	0	0	0	117	\$15,106.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,147	\$17,253.05
13.0	RIGHT OF WAY ACQUISITION																		88	\$11,601.94	-	-	-	-	-	-	\$11,601.94
13.1	Prepare Right of Way Appraisal Exhibit		8			15	25			40								88	\$11,601.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,601.94	
13.2	Prepare Legal Description & Plats		16			6	12			20								54	\$8,051.86	-	-	-	-	-	-	96,105	\$104,156.86
13.3	Right of Way Appraisal & Acquisitions		60			50	50			90								250	\$36,869.53	-	-	-	-	-	195,700	\$232,569.53	
	Subtotal Phase 13	0	84	0	0	71	87	0	0	150	0	0	0	0	0	0	0	392	\$56,523.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,105.00	\$144,328.33
14.0	FUNDING & GRANT WRITING																		7	\$1,019.99	-	-	-	-	-	7,581	\$8,601.03
14.1	Grant Research and Summary Memo		1			2	2			2								7	\$1,019.99	\$0.00	\$0.00	\$14,332.09	\$0.00	\$0.00	\$0.00	\$53,502.96	\$127,591.61
14.2	ATP Grant and Supplements		1			4	6			4								15	\$2,109.99	\$0.00	\$0.00	\$1,125.50	\$0.00	\$0.00	\$0.00	\$98,430.00	\$101,685.49
14.3	Bridge Grant		1			4	6			4								15	\$2,109.99	\$0.00	\$0.00	\$1,125.50	\$0.00	\$0.00	\$0.00	\$98,430.00	\$101,685.49
14.4	TBD Grant		1			4	6			4								15	\$2,109.99	\$0.00	\$0.00	\$1,125.50	\$0.00	\$0.00	\$0.00	\$98,430.00	\$101,685.49
	Subtotal Phase 14	0	4	0	0	14	20	0	0	14	0	0	0	0	0	0	0	52	\$7,349.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,116.00	\$78,765.97
	TOTAL HOURS	52	1,130	196	120	2,734	2,872	56	380	3,169	10	20	8	16	48	70	80	112	11,073	\$0.00	\$2,431.54	\$0.00	\$14,332.09	\$57,325.02	\$0.00	\$53,502.96	\$127,591.61
	Anticipated Salary Increases																			\$113,935.00	\$0.00	\$1,125.50	\$536.00	\$2,995.52	\$1,900.00	\$98,430.00	\$218,922.02
	OTHER DIRECT COSTS																			\$1,726,193.21	\$55,979.84	\$53,483.45	\$364,746.67	\$616,191.00	\$197,600.00	\$1,321,597.08	\$4,335,231.44
	TOTAL COST	\$11,790	\$241,810	\$41,942	\$22,321	\$448,381	\$407,821	\$6,440	\$55,102	\$307,394	\$2,420	\$3,840	\$1,088	\$2,312	\$6,527	\$22,960	\$11,680	\$16,240	\$1,726,193.21	\$55,979.84	\$53,483.45	\$364,746.67	\$616,191.00	\$197,600.00	\$1,321,597.08	\$4,335,231.44	

EXHIBIT 1

Exhibit C

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Project No. _____ Contract No. _____

Date **4/10/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$138 - \$165		\$ 154.50	\$ -
Sr. Engineering Manager		\$112 - \$148		\$ 137.82	\$ -
Engineering Manager		\$105 - \$126		\$ 115.69	\$ -
Design Manager		\$101 - \$126		\$ 115.69	\$ -
Sr. Project Manager		\$75 - \$107		\$ 96.11	\$ -
Sr. Technical Lead		\$75 - \$107	52	\$ 96.11	\$ 4,997.72
Project Manager		\$62 - \$88	1130	\$ 77.61	\$ 87,699.30
Technical Lead		\$62 - \$88	196	\$ 77.61	\$ 15,211.56
Sr. Project Engineer		\$56 - \$78		\$ 67.46	\$ -
Sr. Technical Engineer		\$56 - \$78	120	\$ 67.46	\$ 8,095.20
Project Engineer		\$50 - \$70	2734	\$ 59.48	\$ 162,618.32
Civil Engineering Designer		\$40 - \$67		\$ 56.94	\$ -
Design Engineer II		\$38 - \$62	2872	\$ 51.50	\$ 147,908.00
Design Engineer I		\$30 - \$52	56	\$ 41.71	\$ 2,335.76
Sr. Planner		\$38 - \$62		\$ 51.50	\$ -
Planner II		\$31 - \$53		\$ 42.80	\$ -
Planner I		\$28 - \$45		\$ 34.09	\$ -
Sr. Technician		\$40 - \$63	380	\$ 52.59	\$ 19,984.20
Technician		\$23 - \$46	3169	\$ 35.18	\$ 111,485.42
Intern		\$17 - \$34		\$ 23.94	\$ -
Survey Division Manager		\$85 - \$126		\$ 115.33	\$ -
Survey Manager II		\$74 - \$96	10	\$ 87.77	\$ 877.70
Survey Manager I		\$69 - \$89		\$ 78.70	\$ -
Project Surveyor III		\$65 - \$91		\$ 80.51	\$ -
Project Surveyor II		\$60 - \$80	20	\$ 69.63	\$ 1,392.60
Project Surveyor I		\$52 - \$75		\$ 64.19	\$ -
Asst Surveyor III		\$45 - \$65		\$ 54.76	\$ -
Asst Surveyor II		\$41 - \$60	8	\$ 49.32	\$ 394.56
Asst Surveyor I		\$35 - \$54		\$ 43.88	\$ -
Survey Specialist III		\$58 - \$87		\$ 76.53	\$ -
Survey Specialist II		\$45 - \$69		\$ 58.75	\$ -
Survey Specialist I		\$35 - \$56		\$ 45.70	\$ -
Lead Survey Technician		\$46 - \$67	16	\$ 56.94	\$ 911.04
Survey Technician III		\$37 - \$60	48	\$ 49.32	\$ 2,367.36
Survey Technician II		\$34 - \$56		\$ 45.70	\$ -
Survey Technician I		\$19 - \$51		\$ 40.26	\$ -
Chief of Party (OE3)*		\$55 - \$73		\$ 62.02	\$ -
Instrumentperson (OE3)*		\$51 - \$67		\$ 56.58	\$ -
Chainperson (OE3)*		\$48 - \$65		\$ 54.76	\$ -

EXHIBIT 1
Exhibit C

Apprentice (OE3)*		\$28 - \$50		\$ 39.53	\$ -
2-Person Crew (OE3)*		\$103 - \$129	70	\$ 118.96	\$ 8,327.20
3-Person Crew (OE3)*		\$133 - \$169		\$ 158.85	\$ -
Utility Locator (PW North)*		\$44 - \$60		\$ 49.32	\$ -
2-Person Utility Locate (PW North)*		\$90 - \$108		\$ 97.20	\$ -
Chief of Party (OE12)*		\$64 - \$84		\$ 73.26	\$ -
Instrumentperson (OE12)*		\$58 - \$77		\$ 66.01	\$ -
Chainperson (OE12)*		\$58 - \$75		\$ 64.19	\$ -
Apprentice (OE12)*		\$24 - \$50		\$ 39.53	\$ -
2-Person Crew (OE12)*		\$122 - \$148		\$ 137.46	\$ -
3-Person Crew (OE12)*		\$146 - \$186		\$ 175.54	\$ -
Utility Locator (PW South)*		\$62 - \$78		\$ 67.82	\$ -
2-Person Utility Locate (PW South)*		\$125 - \$148		\$ 137.46	\$ -
LAUD Division Manager		\$85 - \$104		\$ 93.93	\$ -
Sr. LAUD Project Manager		\$77 - \$99		\$ 88.13	\$ -
LAUD Project Manager		\$65 - \$87		\$ 76.53	\$ -
Sr. Landscape Architect		\$41 - \$70		\$ 59.12	\$ -
Landscape Architect		\$38 - \$64		\$ 53.68	\$ -
Landscape Designer II		\$33 - \$53		\$ 42.43	\$ -
Landscape Designer I		\$27 - \$45		\$ 34.09	\$ -
Landscape Intern		\$17 - \$34		\$ 23.94	\$ -
District Manager-Engineer		\$110 - \$133		\$ 122.22	\$ -
Deputy District Manager		\$97 - \$120		\$ 109.89	\$ -
Operations Manager		\$78 - \$106		\$ 95.38	\$ -
Sr. Sanitary Project Engineer		\$68 - \$95		\$ 84.87	\$ -
Sanitary Project Engineer		\$57 - \$85		\$ 74.71	\$ -
Associate Sanitary Engineer		\$54 - \$75		\$ 64.19	\$ -
Assistant Sanitary Engineer		\$48 - \$67		\$ 56.22	\$ -
Sr. Inspector*		\$42 - \$60		\$ 49.32	\$ -
Inspector*		\$34 - \$52		\$ 41.35	\$ -
Inspector - Apprentice*		\$21 - \$40		\$ 29.38	\$ -
Area Manager - CM		\$105 - \$145		\$ 134.19	\$ -
Division Manager - CM		\$105 - \$145		\$ 123.31	\$ -
Sr. Resident Engineer		\$90 - \$118		\$ 107.35	\$ -
Sr. Project Manager - CM		\$80 - \$112		\$ 101.91	\$ -
Project Manager - CM		\$72 - \$103		\$ 92.85	\$ -
Resident Engineer		\$72 - \$103		\$ 92.12	\$ -
Project Controls/Scheduler		\$53 - \$88		\$ 77.25	\$ -
Inspector - CM*		\$43 - \$102		\$ 77.61	\$ -
Asst. Resident Engineer*		\$55 - \$89		\$ 78.70	\$ -
Office Engineer		\$38 - \$66		\$ 55.85	\$ -
Office Technician		\$22 - \$40		\$ 29.38	\$ -
Expert Witness		\$170 - \$185		\$ 179.16	\$ -
Strategic Consulting		\$170 - \$185		\$ 179.16	\$ -
Funding Manager		\$88 - \$114		\$ 103.36	\$ -
Sr. Funding Specialist		\$52 - \$78		\$ 67.10	\$ -
Funding Specialist		\$38 - \$67		\$ 56.94	\$ -
Project Accountant Manager		\$55 - \$78		\$ 67.10	\$ -
Sr. Project Accountant		\$41 - \$63	80	\$ 52.95	\$ 4,236.00

EXHIBIT 1
Exhibit C

Project Accountant		\$36 - \$57		\$ 46.79	\$ -
Sr. Project Coordinator		\$43 - \$63	112	\$ 52.59	\$ 5,890.08
Project Coordinator		\$33 - \$52		\$ 41.71	\$ -
Sr. Project Assistant		\$34 - \$52		\$ 41.35	\$ -
Project Assistant		\$24 - \$42		\$ 31.92	\$ -
Sr. Technical Writer		\$35 - \$59		\$ 48.96	\$ -
Technical Writer		\$21 - \$42		\$ 31.92	\$ -
Sr. Graphic Manager		\$50 - \$73		\$ 62.74	\$ -
Sr. Graphic Designer		\$40 - \$64		\$ 53.68	\$ -
Graphic Designer		\$35 - \$56		\$ 45.70	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$584,732.02
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 584,732.02

INDIRECT COSTS

d) Fringe Benefits (Rate: 95.61%)	e) Total Fringe Benefits [(c) x (d)]	\$559,062.28
f) Overhead & G&A (Rate: 55.05%)	g) Overhead [(c) x (f)]	\$321,894.98
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 880,957.26
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 146,568.93

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Potholing	1	LS	\$100,000.00	\$ 100,000.00
Survey	1	LS	\$ 12,600.00	\$ 12,600.00
Mileage	500	Mile	\$ 0.67	\$ 335.00
Reproductions	1000	Each	\$ 1.00	\$ 1,000.00
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ 113,935.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Avila Associates	\$ 55,579.84
Subconsultant 2: Crawford	\$ 53,483.45
Subconsultant 3: Fehr & Peers	\$ 364,746.67
Subconsultant 4: LSA	\$ 616,031.19
Subconsultant 5: Monument ROW	\$ 197,600.00
Subconsultant 6: Siegfried	\$ 1,321,597.08

m) TOTAL SUBCONSULTANTS' COSTS \$ 2,609,038.23

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 2,722,973.23

TOTAL COST [(c) + (j) + (k) + (n)] \$ 4,335,231.44

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. _____ Contract No. _____ Date 4/10/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 584,732.02	11073	=	\$ 52.81	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 52.81	+	5%	=	\$ 55.45	Year 2 Avg Hourly Rate
Year 2	\$ 55.45	+	5%	=	\$ 58.22	Year 3 Avg Hourly Rate
Year 3	\$ 58.22	+	5%	=	\$ 61.13	Year 4 Avg Hourly Rate
Year 4	\$ 61.13	+	5%	=	\$ 64.19	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	11073.0	=	2214.6	Estimated Hours Year 1
Year 2	20.00%	*	11073.0	=	2214.6	Estimated Hours Year 2
Year 3	20.00%	*	11073.0	=	2214.6	Estimated Hours Year 3
Year 4	20.00%	*	11073.0	=	2214.6	Estimated Hours Year 4
Year 5	20.00%	*	11073.0	=	2214.6	Estimated Hours Year 5
Total	100%		Total	=	11073.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 52.81	*	2215	=	\$ 116,946.40	Estimated Hours Year 1
Year 2	\$ 55.45	*	2215	=	\$ 122,793.72	Estimated Hours Year 2
Year 3	\$ 58.22	*	2215	=	\$ 128,933.41	Estimated Hours Year 3
Year 4	\$ 61.13	*	2215	=	\$ 135,380.08	Estimated Hours Year 4
Year 5	\$ 54.12	*	2215	=	\$ 119,854.15	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 623,907.77	
Direct Labor Subtotal before Escalation				=	\$ 584,732.02	
Estimated total of Direct Labor Salary Increase				=	\$ 39,175.75	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: 

Date of Certification: 4/10/2025

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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EXHIBIT 1
Exhibit C
Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant **Avila Associates**

Project No _____ Contract No _____ Date _____

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Manager	Cathy Avila		70	\$ 95.00	\$ 6,650.00
Senior Engineer	Todd Remington		190	\$ 70.50	\$ 13,395.00
Assistant Engineer	Katherine Gwynn		44	\$ 45.50	\$ 2,002.00
Assistant Engineer	Joe Ferraro		0	\$ 47.50	\$ -
Administrative Assistant			4	\$ 35.00	\$ 140.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$22,187.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,015.06
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 23,202.06

INDIRECT COSTS

d) Fringe Benefits (Ra 52.06%)	e) Total Fringe Benefits [(c) x (d)]	\$12,078.99
f) Overhead & G&A (Ra 24.18%)	g) Overhead [(c) x (f)]	\$ 5,610.26
h) General & Admin (Ra 41.53%)	i) Gen & Admin [(c) x (h)]	\$ 9,635.82
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 27,325.07
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 5,052.71

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
I) TOTAL OTHER DIRECT COSTS				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS	\$ -
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)]	\$ -
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 55,579.84

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Avila Associates

Project No _____ Contract No _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total h

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 22,187.00	308	=	\$ 72.04	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escala

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 72.04	+	5%	=	\$ 75.64	Year 2 Avg Hourly Rate
Year 2	\$ 75.64	+	5%	=	\$ 79.42	Year 3 Avg Hourly Rate
Year 3	\$ 79.42	+	5%	=	\$ 83.39	Year 4 Avg Hourly Rate
Year 4	\$ 83.39	+	5%	=	\$ 87.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	308.0	=	123.2	Estimated Hours Year 1
Year 2	30.00%	*	308.0	=	92.4	Estimated Hours Year 2
Year 3	30.00%	*	308.0	=	92.4	Estimated Hours Year 3
Year 4	0.00%	*	308.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	308.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	308.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 72.04	*	123	=	\$ 8,874.80	Estimated Hours Year 1
Year 2	\$ 75.64	*	92	=	\$ 6,988.91	Estimated Hours Year 2
Year 3	\$ 79.42	*	92	=	\$ 7,338.35	Estimated Hours Year 3
Year 4	\$ 83.39	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 23,202.06	
Direct Labor Subtotal before Escalation				=	\$ 22,187.00	
Estimated total of Direct Labor Salary Increase				=	\$ 1,015.06	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project file and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certification:

Name: _____

Title *: _____

Signature: _____

Date of Certification: _____

Email: _____

Phone number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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[illegible]

[illegible]

COST PROPOSAL FOR PROJECT SCOPE: Stockton - Lower Sacramento Road

FEHR & PEERS													TOTAL COST	
		Principal, Project Manager	Principal-in-Charge	Associate	Senior Transportation Planner	Transportation Engineer / Planner	Technician	Principal	Associate	Transportation Engineer / Planner	Senior Project Coordinator	Total Hours		Total F&P Cost
		Francisco Martin	Adrian Engel	Kari McNickle	Yoyo Zeng	Sree Gudimella	Tim Wilbur	Kristin Calia	Danny Murphy	Brian Situ	JoLynn Souto			
		\$262.38	\$246.66	\$202.40	\$166.45	\$112.46	\$97.46	\$260.88	\$203.90	\$116.95	\$153.69			
1.0	BACKGROUND RESEARCH													
1.1	Data Gathering	16	0	16	8	76	0	0			16	132	\$19,774.08	\$19,774.08
1.1.1	Transportation Impact Analysis Data Gathering (F&P)	16	0	16	8	76	0	0			16	132	\$19,774.08	\$19,774.08
1.1.1.1	Transportation Data Collection (F&P)	4	0			12	0	0				18	\$2,706.42	\$2,706.42
1.1.1.2	Street & Intersection Capacity Analysis (F&P)	4	0			32	0	0				50	\$6,901.98	\$6,901.98
1.1.1.3	Collision Analysis (F&P)	4	0			16	0	0				32	\$5,082.84	\$5,082.84
1.1.1.4	Level of Traffic Stress (F&P)	4	0			16	0	0				32	\$5,082.84	\$5,082.84
1.3	Documentation of Existing Conditions	16	2	0	0	32	16	0	0			73	\$10,925.31	\$10,925.31
	Subtotal Phase 1	32	2	16	8	108	16	0	0	0	23	205	\$30,699.39	\$30,699.39
2.0	PERMITTING/ENVIRONMENTAL SERVICES													
2.3	CEQA Documentation	36	2	2	36	60	8	0			18	162	\$26,629.70	\$26,629.70
2.3.2	Transportation Chapter (F&P)	36	2	2	36	60	8	0			18	162	\$26,629.70	\$26,629.70
2.3.2.1	VMT Analysis (F&P)	8	0	2	24	24	0	0				65	\$10,273.51	\$10,273.51
2.3.2.2	Consistency Analysis (F&P)	12	0	0	0	12	0	0				27	\$4,959.15	\$4,959.15
2.3.2.3	Transportation Chapter Documentation (F&P)	16	2	0	12	24	8	0				70	\$11,397.04	\$11,397.04
	Subtotal Phase 2	36	2	2	36	60	8	0			18	162	\$26,629.70	\$26,629.70
3.0	PREPERATION OF PRECISE ROAD PLAN													
3.1	Technical Studies	48	32	16	8	28	20	16	24	32	26	250	\$46,961.46	\$46,961.46
3.1.1	Initial Planning & Alternatives Evaluation (F&P)	32	24	8	8	24	16	8	16	16	18	170	\$31,512.26	\$31,512.26
3.1.2	Conceptual Design Support (F&P)	16	8	8		4	4			16	8	80	\$15,449.20	\$15,449.20
	Subtotal Phase 3	48	32	16	8	28	20	16	24	32	26	250	\$46,961.46	\$46,961.46
5.0	PLANS, SPECIFICATIONS & ESTIMATE (PS&E)													
5.1.1	Traffic Operations Analysis Report (F&P)	64	4	8	52	232	16	0	0	0	48	424	\$63,080.76	\$63,080.76
5.1.1.1	Travel Demand Forecasting (F&P)	8	0	0	24	40	0	0				81	\$11,975.45	\$11,975.45
5.1.1.2	Existing Plus Project Traffic Operations Analysis (F&P)	8	0			40	0	0				63	\$9,004.87	\$9,004.87
5.1.1.3	Cumulative Traffic Operations Analysis (F&P)	16	0	0	16	80	0	0			14	126	\$18,009.74	\$18,009.74
5.1.1.4	Intersection Control Evaluation (F&P)	8	0			16	0	0				27	\$4,359.47	\$4,359.47
5.1.1.5	Level of Traffic Stress (F&P)	4	0			16	0	0				32	\$5,082.84	\$5,082.84
5.1.1.6	Traffic Operations Analysis Report (F&P)	20	4	0	4	40	16	0	0	0	11	95	\$14,648.39	\$14,648.39
5.2.1	30% Plans	16	12	0	0	0	8	48	80	80	30	274	\$50,738.62	\$50,738.62
5.2.1.1	Traffic Signal Design (F&P)	8	6			0	4	24	40	40	15	137	\$25,369.31	\$25,369.31
5.2.1.2	Street Lighting Design (F&P)	8	6			0	4	24	40	40	15	137	\$25,369.31	\$25,369.31
5.2.2	65% Plans & Estimate	18	10	0	0	0	12	54	84	84	32	294	\$54,315.96	\$54,315.96
5.2.2.1	Traffic Signal Design (F&P)	12	8	0	0	0	6	36	60	60	22	204	\$37,730.46	\$37,730.46
5.2.2.2	Street Lighting Design (F&P)	6	2			0	6	18	24	24	10	90	\$16,585.50	\$16,585.50
5.2.3	95% PS&E	12	8	0	0	0	8	36	56	56	22	198	\$36,641.98	\$36,641.98
5.2.3.1	Traffic Signal Design (F&P)	8	6			0	4	24	40	40	15	137	\$25,369.31	\$25,369.31
5.2.3.2	Street Lighting Design (F&P)	4	2			0	4	12	16	16	7	61	\$11,272.67	\$11,272.67
5.2.4	Final PS&E (100% Complete)	6	6			0	4	18	28	28	12	102	\$18,968.00	\$18,968.00
5.2.4.1	Traffic Signal Design (F&P)	4	4			0	2	12	20	20	8	70	\$13,008.16	\$13,008.16
5.2.4.2	Street Lighting Design (F&P)	2	2			0	2					32	\$5,959.84	\$5,959.84
5.3	QA/QC	0	0			0	0		16	0	2	18	\$3,569.78	\$3,569.78
	Subtotal Phase 5	116	40	8	52	232	48	156	264	248	146	1310	\$227,315.10	\$227,315.10
6.0	PUBLIC OUTREACH													
6.1	Public Outreach - (F&P)	12	0	0		4	4					23	\$4,449.31	\$4,449.31
	Subtotal Phase 6	12	0	0		4	4					23	\$4,449.31	\$4,449.31
7.0	COORDINATION/MEETINGS													
7.2	Project Development Team Meetings (F&P)	14	0	0	0	4	4					25	\$4,974.07	\$4,974.07
	Subtotal Phase 7	14	0	0		4	4					25	\$4,974.07	\$4,974.07
8.0	DESIGN SUPPORT DURING BIDDING & CONSTRUCTION													
8.1	Bidding Assistance (F&P)	2	0			0	0					16	\$3,620.82	\$3,620.82
8.2	Design Support During Construction (F&P)	2	0			0	0	16	16	0	4	38	\$8,576.00	\$8,576.00
	Subtotal Phase 8	4	0			0	0	22	22	0	6	54	\$12,196.82	\$12,196.82
9.0	AS-BUILT DRAWINGS													
9.1	As-Built Drawings (F&P)	2	0			0	0		16	8	4	38	\$7,424.56	\$7,424.56
	Subtotal Phase 9	2	0			0	0		16	8	4	38	\$7,424.56	\$7,424.56
	TOTAL HOURS	264	76	42	104	436	100	202	326	288	229	2067		
	Anticipated Salary Increases												\$14,607.57	\$14,607.57
	OTHER DIRECT COSTS												\$5,670.00	\$5,670.00
	TOTAL COST	\$69,268	\$18,746	\$8,501	\$17,311	\$49,033	\$9,746	\$52,698	\$66,471	\$33,682	\$35,195		\$380,927.98	\$380,927.98

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant **Fehr & Peers**Project No. **WT19007**

Contract No. _____

Date **4/4/2025****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal	Francisco Martin		248	\$ 84.13	\$ 20,864.24
Principal	Adrian Engel		74	\$ 79.09	\$ 5,852.66
Associate	Kari McNickle		42	\$ 64.90	\$ 2,725.80
Senior Transportat	Yoyo Zeng		92	\$ 53.37	\$ 4,910.04
Transportation Eng	Sree Gudimella		412	\$ 36.06	\$ 14,856.72
Technician	Tim Wilbur		100	\$ 31.25	\$ 3,125.00
Principal	Kristin Calia		202	\$ 83.65	\$ 16,897.30
Associate	Danny Murphy		326	\$ 65.38	\$ 21,313.88
Transportation Eng	Brian Situ		288	\$ 37.50	\$ 10,800.00
Senior Project Coo	JoLynn Souto		221	\$ 49.28	\$ 10,890.88

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 112,236.52

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 4,545.58

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 116,782.10**INDIRECT COSTS**

d) Fringe Benefits (Rate 62.39%)

e) Total Fringe Benefits [(c) x (d)] \$ 72,860.35

f) Overhead & G&A (Rate 88.04%)

g) Overhead [(c) x (f)] \$ 102,814.96

h) General & Admin (Rate 33.09%)

i) Gen & Admin [(c) x (h)] \$ 38,643.20

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 214,318.51**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:**

10%

\$ 33,110.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (field work, meeting attendance, project travel)	800	Miles	\$ 0.67	\$ 536.00
4-Hour Peak Period Intersection Turning Movement Counts	0	EA	\$ 500.00	\$ -
72-Hour Roadway ADT Counts	0	EA	\$ 500.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 536.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)****m) TOTAL SUBCONSULTANTS' COSTS** \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 536.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 364,746.67**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Fehr & Peers**

Project No. **WT19007** Contract No. _____ Date **4/4/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 112,236.52	2005	=	\$ 55.98	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation					
Year 1	\$	55.98	+	5%	=	\$	58.78	Year 2 Avg Hourly Rate
Year 2	\$	58.78	+	5%	=	\$	61.72	Year 3 Avg Hourly Rate
Year 3	\$	61.72	+	5%	=	\$	64.80	Year 4 Avg Hourly Rate
Year 4	\$	64.80	+	5%	=	\$	68.04	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	2005.0	=	802.0	Estimated Hours Year 1
Year 2	40.00%	*	2005.0	=	802.0	Estimated Hours Year 2
Year 3	20.00%	*	2005.0	=	401.0	Estimated Hours Year 3
Year 4	0.00%	*	2005.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2005.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2005.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 55.98	*	802	=	\$ 44,894.61	Estimated Hours Year 1
Year 2	\$ 58.78	*	802	=	\$ 47,139.34	Estimated Hours Year 2
Year 3	\$ 61.72	*	401	=	\$ 24,748.15	Estimated Hours Year 3
Year 4	\$ 64.80	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 116,782.10	
Direct Labor Subtotal before Escalation				=	\$ 112,236.52	
Estimated total of Direct Labor Salary Increase				=	\$ 4,545.58	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifyin

Name: David B. Robinson

Title *: Principal

Signature: 

Date of Certification: 4/4/2025

Email: d.robinson@fehrandpeers.com

Phone number: 916-262-7389

Address: 555 Capitol Mall, Suite 510, Sacramento, CA 95814

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- Multimodal transportation planning
- Traffic engineering
- Traffic operations analysis
- Roadway safety analysis
- Travel demand forecasting
- Traffic signal design
- Street lighting analysis and design
- Environmental impact analysis and documentation support
- Stakeholder engagement

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **LSA Associates, Inc.**

Project No _____ Contract No _____

Date **10/2/2024****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal in Charge	Amanda Durgen		220	\$ 62.50	\$ 13,750.00
Project Manager/Senior Enviro	Kat Hughes		620	\$ 41.61	\$ 25,798.20
Director, Air Quality	Jessica Coria		38	\$ 72.12	\$ 2,740.56
Senior Technical Specialist	Ron Brugger		137	\$ 48.41	\$ 6,632.17
Senior Technical Specialist	Carie Wingart		323	\$ 52.88	\$ 17,080.24
Technical Specialist	Anna Van Zuuk		159	\$ 41.34	\$ 6,573.06
Environmental Planner	Lynnea Palecki		672	\$ 31.64	\$ 21,262.08
Principal (Cultural Resources)	Lloyd Sample		16	\$ 76.58	\$ 1,225.28
Historian/Architectural Historia	Michael Hibma		172	\$ 40.11	\$ 6,898.92
Archaeologist	Rory Goodwin		126	\$ 42.12	\$ 5,307.12
Principal (Noise)	JT Stephens		28	\$ 75.72	\$ 2,120.16
Associate	Jason Lui		156	\$ 52.09	\$ 8,126.04
Technical Specialist	Corey Knips		110	\$ 33.45	\$ 3,671.14
Principal (Planning)	Pam Reading		31	\$ 85.19	\$ 2,640.89
Technical Specialist	Ashley Honer		158	\$ 38.08	\$ 6,016.64
GIS	Meredith Canterbury		229	\$ 49.08	\$ 11,239.32
Graphics	Matt Philips		83	\$ 48.44	\$ 4,020.52
Office Assistant	Jaimi Starr		31	\$ 27.28	\$ 845.68
Project Assistant	Caleb Kulasxa		16	\$ 36.54	\$ 584.64
Document Management	Jennette Bosseler		336	\$ 38.99	\$ 13,100.64
Contingency				\$ 43.97	\$ -

LABOR COSTSa) Subtotal Direct Labor Costs \$ 159,633.30b) Anticipated Salary Increases (see page 2 for calculati \$ 16,467.17**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 176,109.69**INDIRECT COSTS**d) Fringe Benefits (Rat 101.89%)e) Total Fringe Benefits [(c) x (d)] \$ 179,28.77f) Overhead & G&A (Rat 114.58%)g) Overhead [(c) x (f)] \$ 201,775.92

h) General & Admin (Rat _____)

i) Gen & Admin [(c) x (h)] \$ -**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 381,204.69**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 55,730.52

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction (8x11 B/W)	497	cost	\$ 0.07	\$ 34.97
Reproduction (8x11 Color)	750	cost	\$ 0.40	\$ 300.00
Reproduction (11x17 B/W)	24	cost	\$ 0.10	\$ 2.40
Reproduction (11x17 Color)	80	cost	\$ 0.75	\$ 60.00
Records Search	1	cost	\$ 1,000.00	\$ 1,000.00
Flash Drive	10	each	\$ 5.00	\$ 50.00
Mileage on road	2199	miles	\$ 0.67	\$ 1,473.33
GPS Unit	1	days	\$ 75.00	\$ 75.00
				\$ -
I) TOTAL OTHER DIRECT COSTS				\$ 2,995.52

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 2,995.52****TOTAL COST [(c) + (j) + (k) + (n)] \$ 616,031.19****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant LSA Associates, Inc.Project No _____ Contract No _____ Date 10/2/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal \$	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
159,633.30	3661	=	\$ 43.61	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation					
Year 1	\$	43.61	+	5%	=	\$	45.79	Year 2 Avg Hourly Rate
Year 2	\$	45.79	+	5%	=	\$	48.08	Year 3 Avg Hourly Rate
Year 3	\$	48.08	+	5%	=	\$	50.48	Year 4 Avg Hourly Rate
Year 4	\$	50.48	+	5%	=	\$	53.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	3660.8	=	0.0	Estimated Hours Year 1
Year 2	25.00%	*	3660.8	=	915.2	Estimated Hours Year 2
Year 3	50.00%	*	3660.8	=	1830.4	Estimated Hours Year 3
Year 4	25.00%	*	3660.8	=	915.2	Estimated Hours Year 4
Year 5	0.00%	*	3660.8	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3660.8	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 43.61	*	0	=	\$ -	Estimated Hours Year 1
Year 2	\$ 45.79	*	915	=	\$ 41,903.74	Estimated Hours Year 2
Year 3	\$ 48.08	*	1830	=	\$ 87,997.86	Estimated Hours Year 3
Year 4	\$ 50.48	*	915	=	\$ 46,198.87	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 176,100.47	
Direct Labor Subtotal before Escalation				=	\$ 159,633.30	
Estimated total of Direct Labor Salary Increase				=	\$ 16,467.17	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certification

Name: Anthony Petros

Title *: CEO

Signature: *Anthony Petros*

Date of Certification: 10/2/2024

Email: tony.petros@lsa.net

Phone number: (949) 553-0666, Ext. 7268

Address: 3210 El Camino Real, Suite 100, Irvine, California 92602

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental services for the Lower Sacramento Road Widening and Bridge Replacements project for the City of Stockton

BUDGET SUMMARY											
Staff Name	Bob Morrison	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TOTAL COST
Classification	ROW PIC	Senior PM	Acquisition Manager	Senior Agent	Agent	Professional Staff	Admin	TOTAL HOURS	Monument Labor	OTHER DIRECT COST	TOTAL COST
FULLY BURDENED RATE	\$ 290.00	\$ 210.00	\$ 190.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 85.00				
ROW Acquisition											
Task 1 - ROW Planning	4	20		40		40		104	\$ 15,160.00		\$ 15,160.00
Task 2 - Appraisal (13)										\$ 84,500.00	\$ 84,500.00
Task 3 - Appraisal Review (13)	16								\$ -	\$ 32,500.00	\$ 32,500.00
Task 4 - Negotiation (13)			40	60	320	40	40	516	\$ 63,540.00		\$ 63,540.00
									\$ -		\$ -
									\$ -		\$ -
									\$ -		\$ -
									\$ -		\$ -
									\$ -		\$ -
Mileage, Mail									\$ -		\$ -
TOTAL HOURS	20	20	40	100	320	80	40	620			\$ 1,900.00
TOTAL COST	\$ 5,800.00	\$ 4,200.00	\$ 7,600.00	\$ 14,500.00	\$ 35,200.00	\$ 8,000.00	\$ 3,400.00		\$ 78,700.00	\$ 117,000.00	\$ 197,600.00



**MONUMENT
HOURLY RATE SCHEDULE**

Right of Way Management & Implementation	
Program Manager / Principal	\$290.00 per hour
Senior Project Manager / Sr. Utility Project Manager	\$210.00 per hour
ROW Project Manager 2 / Utility Project Manager 2	\$190.00 per hour
ROW Project Manager 1 / Utility Project Manager 1	\$160.00 per hour
Utility Coordinator	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$145.00 per hour
Acquisition Agent 2 / Relocation Agent 2 / Property Manager	\$120.00 per hour
Acquisition Agent 1/ Relocation Agent 1	\$110.00 per hour
Senior Project Coordinator	\$120.00 per hour
Project Coordinator 2	\$110.00 per hour
Project Coordinator 1	\$100.00 per hour
Senior Project Analyst	\$135.00 per hour
Project Analyst	\$110.00 per hour
Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$85.00 per hour
Project Controller 2	\$100.00 per hour



Project Controller 1	\$75.00 per hour
Project Support Specialist	\$75.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this work outlined in the proposed scope extends beyond 2024, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this proposal.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

Sub-Consultant pass through costs/budgets are subject to change based on the timing of the work performed. The Fees provided are based on the best information available at the time of the proposal.

EXHIBIT 1
Exhibit C

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Siegfried**

Project No **WT-19007** Contract No _____ Date **5/16/2024**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Managing Principal	Paul Schneider		764	\$ 117.91	\$ 90,083.24
Principal	Kevin Genasci		252	\$ 98.50	\$ 24,822.00
Principal	Brad Quon		108	\$ 98.50	\$ 10,638.00
Principal	Thais Del Castillo		124	\$ 98.50	\$ 12,214.00
Senior Associate	Bob Norbutas		36	\$ 91.35	\$ 3,288.60
Senior Associate	Charley Scott		36	\$ 91.35	\$ 3,288.60
Associate	Ryan Gleave		443	\$ 59.09	\$ 26,176.87
Associate	Louie Mendez		443	\$ 59.09	\$ 26,176.87
Project Engineer	TBD		746	\$ 53.00	\$ 39,538.00
Engineer II	Andrew Manes		500	\$ 43.00	\$ 21,500.00
Engineer I	Josie Fong		540	\$ 36.30	\$ 19,602.00
Landscape Architect II	Regina Peredes		326	\$ 33.02	\$ 10,764.52
Project Landscape Arch	Shellie Tipton		482	\$ 37.00	\$ 17,834.00
Manny Debranca	Surveyor II		192	\$ 42.00	\$ 8,064.00
Danial Duran	Surveyor I		112	\$ 38.00	\$ 4,256.00
Diego Moreno	Party Chief		80	\$ 74.00	\$ 5,920.00
Mike Kincaid	BIM Manager		284	\$ 45.49	\$ 12,919.16
Greg Samoy	Senior Technician		424	\$ 42.57	\$ 18,049.68
Anthony Linnerman	Technician III		144	\$ 39.00	\$ 5,616.00
Dalton Reed	Technician I		396	\$ 27.43	\$ 10,862.28
TBD	Senior Project Coordinator		492	\$ 45.50	\$ 22,386.00
Elizabeth Zapien	Clerical		100	\$ 26.00	\$ 2,600.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 396,599.82
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 18,144.44
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 414,744.26

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>64.60%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 267,924.79
f) Overhead & G&A (Rate: <u>49.38%</u>)	g) Overhead [(c) x (f)]	\$ 204,800.72
h) General & Admin (Rate: <u>54.13%</u>)	i) Gen & Admin [(c) x (h)]	\$ 224,501.07
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 697,226.58

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.0%	\$ 111,197.08
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Title Reports	20	EA	\$ 1,500.00	\$ 30,000.00
San Joaquin County Drilling Permits	1	EA	\$ 3,500.00	\$ 3,500.00
R-Value Tests	20	EA	\$ 750.00	\$ 15,000.00
Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
Outreach Rental Space	1	LS	\$ 6,000.00	\$ 6,000.00
Mailers	8000	EA	\$ 0.72	\$ 5,760.00
Outreach Refreshments	1	LS	\$ 500.00	\$ 500.00
Mileage	1000	EA	\$ 0.67	\$ 670.00
Driller	1	LS	\$ 22,000.00	\$ 22,000.00

I) TOTAL OTHER DIRECT COSTS \$ 98,430.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 98,430.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,321,597.92

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

EXHIBIT 1
Exhibit C

Consultant Siegfried

Project No WT-19007 Contract No _____

Date 5/16/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>ubtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$ 39 599.82	7024	=	\$ 56.46	

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 56.46	+	5%	=	\$ 59.29	Year 2 Avg Hourly Rate
Year 2	\$ 59.29	+	5%	=	\$ 62.25	Year 3 Avg Hourly Rate
Year 3	\$ 62.25	+	5%	=	\$ 65.36	Year 4 Avg Hourly Rate
Year 4	\$ 65.36	+	5%	=	\$ 68.63	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	7024.0	=	2809.6	Estimated Hours Year 1
Year 2	30.00%	*	7024.0	=	2107.2	Estimated Hours Year 2
Year 3	30.00%	*	7024.0	=	2107.2	Estimated Hours Year 3
Year 4	0.00%	*	7024.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	7024.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	7024.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 56.46	*	2810	=	\$ 15 639.93	Estimated Hours Year 1
Year 2	\$ 59.29	*	2107	=	\$ 124,928.94	Estimated Hours Year 2
Year 3	\$ 62.25	*	2107	=	\$ 131,175.39	Estimated Hours Year 3
Year 4	\$ 65.36	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 41 744.26	
Direct Labor Subtotal before Escalation				=	\$ 39 599.82	
Estimated total of Direct Labor Salary Increase				=	\$ 1 144.44	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Paul J. Schneider Title *: President

Signature: _____ Date of Certification: 5/16/2024

Email: pjs@siegfriedeng.com Phone number: 209-607-0710

Address: 3428 Brookside Road, Stockton CA

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Insurance Requirements
(WT19007, Professional Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

EXHIBIT 1
Exhibit E

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 1
Exhibit E**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 1
Exhibit E**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 1
Exhibit E**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 4 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 1
Exhibit E**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 5 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

EXHIBIT 1
Exhibit E

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
 - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
 - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
 - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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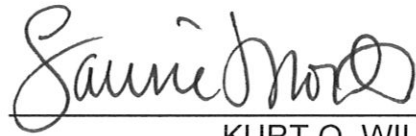
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

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