

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 18<sup>th</sup> day of April, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **CDM Smith, Inc.**, a Massachusetts corporation, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (the "**Provider**"), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Engineering, planning and outreach services for transportation complete street projects. City staff issued a request for qualifications on October 17, 2017. After a submittal period of 28 days, City staff received 13 timely submitted qualifications, interviewed 9 consultant teams, and selected 5 as qualified Engineering Teams on the Certified List. On January 18, 2018, City staff issued a request for proposals to the Engineering Teams on the Certified List for the Central Avenue Complete Street Project Initiation Document and Optional Amendments for the Project Approval and Environmental Document and the Plans, Specifications and Estimate. After a submittal period of 21 days, City staff received 4 timely submitted proposals and selected the Engineering Team that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street on Central Avenue, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **1. TERM:**

The term of this Agreement shall commence on the 18<sup>th</sup> day of April 2018, and shall terminate on the 30<sup>th</sup> day of June 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed **\$372,928**.

**4. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**5. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**6. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**7. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**8. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**9. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                      \$1,000,000 each occurrence  
                                             \$2,000,000 aggregate - all other

Property Damage:                \$1,000,000 each occurrence  
                                             \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                      \$1,000,000 each occurrence  
Property Damage:                \$1,000,000 each occurrence

or

Combined Single Limit:        \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**10. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**11. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**12. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**13. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**14. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

d. Notwithstanding any other provision of this Agreement to the contrary, Provider shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Provider on the date of this Agreement or developed outside of this Agreement.

**15. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

#### **16. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Base Reuse and Transportation Planning Department  
2263 Santa Clara Avenue, Room 130  
Alameda, CA 94501  
ATTENTION: Gail Payne, Senior Transportation Coordinator  
Ph: (510) 747-6892

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

CDM Smith  
220 Montgomery Street, Suite 1418  
San Francisco, CA 94104  
ATTENTION: Thaddeus Wozniak, P.E.  
Ph: 415-495-6201

**17. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**18. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within seven (7) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**19. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this

Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**20. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**21. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed in a State or Federal court of competent jurisdiction in the County of Alameda, State of California.

**22. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**23. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**24. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CDM Smith, Inc.  
A Massachusetts corporation



William E. Hurrell, P.E.  
Vice President

CITY OF ALAMEDA  
A Municipal Corporation



Elizabeth D. Warmerdam  
Acting City Manager

By:  
Title:

RECOMMENDED FOR APPROVAL



Jennifer Ott  
Base Reuse and Transportation Planning  
Director

APPROVED AS TO FORM:  
City Attorney



Andrico Q. Penick  
Assistant City Attorney

3/28/18

# Alameda Central Avenue Complete Street

## Project Scope of Work – PID Phase

### 1. Project Management

The scope outlined below for Project Management will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for the future optional tasks. The subtasks described below will allow CDM Smith (CONSULTANT) to 1) measure contract conformance, 2) manage risks, changes and quality, 3) lead the CONSULTANT team, 4) communicate with the City of Alameda (CITY), and 5) successfully deliver the requirements of this scope of work.

#### 1.1 Project Management Plan (PMP)

CDM Smith (CONSULTANT) will update and maintain a PMP that will include a project risk register and a project schedule. The risk register will identify potential risks and delineate the actions needed to mitigate the risks. The PMP will be reviewed at the monthly coordination meetings and updated accordingly.

##### Deliverable(s):

1. Project Schedule (electronic P6 and PDF).
2. PMP (electronic PDF or DOCX).

#### 1.2 Monthly Progress Reports and Invoices

The CONSULTANT will submit a progress report and invoice each month in a format that is agreed upon by the CITY.

Invoices will be tracked at the task level, including SUBCONSULTANTS.

Progress reports will describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, and action or information needed from the CITY. The progress reports will include a summary of start, finish, and percent complete for deliverable tasks during the billing period, percent complete of overall project elements, tasks performed over the billing period, and anticipated deliverable tasks for the next month. Meetings attended will also be cited. The progress reports will also identify any problems, issues, concerns and project scope, schedule, and budget and impacts and will offer potential solutions for resolving them.

##### Assumption(s):

Monthly progress reports and invoices will be for the period of April 2018 through March 2019.

##### Deliverable(s):

1. Monthly progress reports (electronic PDF).

will be included in a Quality Management Plan (QMP). QA provides a framework for consistent work practices, and QC prescribes procedures to ensure quality work practices are executed. The CONSULTANT Quality Manager (CQM) will confirm that QC procedures defined in the QMP are met prior to the release of deliverables to the CITY. The CITY Project Manager, will review the quality audits conducted by the CONSULTANT and at its discretion perform its own review of project QC documentation in coordination with the CQM.

#### **1.5.1 Project Specific QMP**

The CONSULTANT will prepare a draft and final QMP covering planned activities in the Project Initiation Phase. One revision to this QMP may be made during the Project Initiation Phase.

The following is a draft outline for the Project Initiation Phase QMP:

- Introduction
- Quality Control Reviews
- Checking of Calculations
- Checking of Drawings
- Quality Assurance
- Reporting Structure
- Document Control
- Control of Sub-Consultants

The QMP will identify and list the types of deliverables subject to quality review. The quality system approach will include the QC steps of originator, checker, back checker, corrector, and verifier and the QA audit checklist. The CQM will review the QMP with task leaders.

##### Assumption(s):

1. The QMP will only address Project Initiation Phase work activities
2. The draft QMP will be revised once based on the CITY a review comments.

##### Deliverable(s):

1. A Project Initiation Phase QMP including forms (e.g., Audit Report Checklist) in accordance with project submittal procedures and requirements
2. A spreadsheet or other tracking mechanism approved by the CITY that will track responses to each of the comments made by the CITY during the review of the draft and final QMP.

#### **1.5.2 QA/QC Documentation**

The CONSULTANT will prepare project deliverables in accordance with QMP requirements for the CITY's review and properly document the review comments and their resolution.

### 2.1.2 Management Team Meetings

The CONSULTANT will plan and facilitate up to six (6) management team meetings, held via conference call. The purpose of the meetings is to discuss and update the PMP, schedule, risk register, and issues log. Attendees will include the Project Manager from CDM Smith and the Project Manager from the CITY.

Assumption(s):

1. Meetings will be held via teleconference.
2. Meetings will be up to thirty (30) minutes and will be held every other month.

Deliverable(s):

1. Draft meeting notes (electronic PDF).
2. Final meeting notes (electronic PDF).

### 2.1.3 CITY and CONSULTANT Coordination Meetings

The CONSULTANT will plan and facilitate up to eleven (11) CITY staff and CONSULTANT team monthly meetings to coordinate work.

The CITY and CONSULTANT team meetings will include task leads. The purpose of the meetings is to coordinate and resolve project issues and will include only those key team members that need to attend.

Assumption(s):

1. Meetings will be up to two hours and will be held monthly.

Deliverable(s):

1. Meeting agendas.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

## 2.2 Coordination Meetings

### 2.2.1 Technical Advisory Committee (TAC) Meeting

The CONSULTANT will facilitate one (1) TAC meeting early in the PID process. The suggested TAC meeting would be held to review the corridor assessment and proposed changes to the previous conceptual design and prepare for the public outreach tasks. The CONSULTANT team will work closely with CITY staff to identify TAC members; preliminarily, we recommend that TAC members include internal CITY representatives from the Transportation Planning, Community Development, Public Works and other relevant departments. The CONSULTANT will prepare meeting materials; CITY staff will be responsible for final determination of TAC membership and will arrange meeting logistics.

Assumption(s):

One round of print or electronic outreach materials such as an e-blast, flier, or postcard to invite participants to the community workshop (described in Task 3.2 below), to be printed/distributed by CITY staff using a variety of existing CITY email lists and social media platforms.

Content for one to two questions or exercises on Open Forum, the CITY's online engagement website maintained by Peak Democracy/OpenGov.

Assumption(s):

1. The CITY will provide a single set of internally reconciled comments on the outreach materials from City staff, Caltrans, and any other project team members and will do a single round of edits to the materials.

Deliverable(s):

1. One-page fact sheet (draft and final)
2. Outreach materials (draft and final)
3. Content for exercises on Open Forum (up to two questions or exercises)

### **3.2 Community Workshop**

The CONSULTANT will collaborate with CITY staff to organize and facilitate a community workshop focused on the Central Avenue/Webster Street intersection. The specific format of the workshop will be refined based on the CITY's objectives for the meeting. The CONSULTANT will provide meeting materials, a presentation, facilitation, and equipment such as easels, chart paper, workbooks, etc. as needed.

Assumption(s):

1. The CITY will provide the workshop location with required furniture, such as tables and chairs.
2. CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

### **3.3 Stakeholder Meetings**

The CONSULTANT will facilitate up to two stakeholder meetings to review the status of the Council-approved complete street concept, explain the PID process, and gather input on any unanswered questions relating to transportation deficiencies, project goals, and/or range of alternatives, with a particular focus on the Central Avenue/Webster Street intersection. Stakeholders will be identified in close consultation with the City, and may include local business owners and business associations; bicycle, pedestrian, and/or transit advocates; students and school representatives; and/or residents along the corridor. This scope assumes that City staff will provide contact information for individual stakeholders and will provide the meeting space; the CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

1. One (1) Pre-PID meeting will be held at the Caltrans District 4 offices in Oakland.
2. The Pre-PID meeting will entail:
  - Preparing and finalizing the project charter
  - Preparing and finalizing the cooperative agreement
  - Setting the framework for getting consensus on the Purpose-and-Need
  - Setting the framework for agreeing on the design concept and scope
  - Agreeing on the basic design criteria
  - Identifying known deficiencies
  - Discussion on who is the lead agency for California Environmental Quality Act (CEQA)

Deliverable(s):

1. Meeting agenda.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

#### **4.1.2 Develop Purpose-and-Need**

The CONSULTANT will work with the CITY and Caltrans to develop a clearly defined Purpose-and-Need statement that identifies the initial transportation deficiency and establishes the objectives that will be met by the project. The Purpose-and-Need will be based on the existing Purpose-and-Need defined in the Concept Report, and be revised and expanded to incorporate changing conditions since the Concept Report was published to be compliant with Caltrans requirements.

Deliverable(s):

1. Draft Purpose-and-Need (electronic PDF).
2. Final Purpose-and Need statement (electronic PDF).

#### **4.1.3 Gather and Review Existing Data**

The CONSULTANT will obtain the available and most current maps and plans, including right-of-way maps and as-built plans. These could include aerial photography, orthophotography, LiDAR, Google Earth mapping, graphical information system (GIS) data, CADD design files, digital elevation models, and/or digital terrain models made available from the CITY and Caltrans. The CONSULTANT will not produce any additional mapping for this phase of the project.

The CONSULTANT will review previously related or adjacent studies for the project corridor provided by the CITY.

To maximize efficiency and consistency of information, the CONSULTANT will coordinate data collection activities with the PEAR.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

to incorporate stormwater treatment BMPs, and evaluating the potential related impacts to project alternatives, right-of-way needs, and project costs. The SWDR will be updated during the subsequent PA&ED, and PS&E phases of the project.

The CONSULTANT will coordinate this work with the PEAR water quality and stormwater evaluations to avoid duplicate work effort and maintain consistency in the project documentation.

The CONSULTANT will coordinate with the District Stormwater Coordinator to establish the expected level of documentation in the SWDR and develop a clear understanding of potential stormwater impacts within the project area.

The CONSULTANT will summarize the key findings in the SWDR within the PSR-PDS.

Deliverable(s):

1. Draft Stormwater Data Report (electronic PDF).
2. Final Stormwater Data Report (electronic PDF).

#### **4.1.7 Transportation Planning Scoping Information Sheet**

The CONSULTANT will prepare a Transportation Planning Scoping Information Sheet to verify that the project remains consistent with the planning level purpose-and-need and is consistent with planning concepts, statewide goals, and planning decisions.

Deliverable(s):

1. Draft Transportation Planning Scoping Information Sheet (electronic PDF).
2. Final Transportation Planning Scoping Information Sheet (electronic PDF).

#### **4.1.8 PSR-PDS Survey Needs Questionnaire**

The CONSULTANT will prepare a Survey Needs Questionnaire to establish vertical and horizontal project datums.

Deliverable(s):

1. Draft Survey Needs Questionnaire (electronic PDF).
2. Final Survey Needs Questionnaire (electronic PDF).

#### **4.1.9 Division of Engineering Services PSR-PDS Scoping Checklist**

The CONSULTANT will prepare a Division of Engineering Services Scoping Checklist to accurately identify the products and services required from Caltrans Headquarters Division of Engineering Services functional units for Statewide Transportation Improvement Program (STIP) projects.

Deliverable(s):

1. Draft Design Scoping Index (electronic PDF).
2. Final Design Scoping Index (electronic PDF).

Caltrans to collect available data necessary to effectively evaluate local traffic impacts associated with the project. It is estimated that daily and peak period traffic counts will be conducted for seven intersections along the corridor:

- Central Avenue at Main Street/Pacific Avenue;
- Central Avenue at Third Street/Taylor Avenue;
- Central Avenue at Fourth Street;
- Central Avenue at Fifth Street;
- Central Avenue at Webster Street;
- Central Avenue at Eighth Street; and
- Central Avenue at Sherman Street/Encinal Avenue.

In addition to traffic volumes, pedestrian and bicycle volumes may also be collected to assess the non-vehicular operations. These counts were collected in 2015 as part of the conceptual analysis phase. However, the project team will discuss with the CITY and Caltrans regarding the validity of the counts and collect new counts if necessary. For the purposes of this scope and budget, it is assumed that new non-vehicular traffic counts will not be collected.

Caltrans Traffic Accident Surveillance and Analysis System data will be collected to conduct an accident summary and evaluation for the most recent three-year period within the study area. For locations which are not under Caltrans right-of-way, the CITY will be contacted for the latest accident data. The accident evaluation will be used to identify potential high accident concentration.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

Deliverable(s):

1. List of data gathered and reviewed.

## 5.2 TEPA

Since this TEPA analysis will be conducted to support the PSR-PDS process, the analysis will be completed for the baseline year (2018) and the forecast horizon year of 2040 or 2045 (or other horizon year to be determined working with the team) using readily available data. One such source of data is the Alameda Point Economic Impact Report which has forecast data for this area for year 2035. If needed, extrapolation techniques will be used to forecast volumes. The following analysis scenarios will be included in the traffic study:

1. Existing (2018)
2. Future Horizon Year (2040/45) no project
3. Future Horizon Year (2040/45) with project (three alternatives)

Traffic analysis will be performed consistent with the Highway Capacity Methodology and will include the seven (7) study intersections, the analysis will be completed using

### 6.1.1 Prepare Draft PEAR

The PEAR document will include the following:

- Project information
- Project description (description of the project, the statement of purpose and need, and a description of the alternatives) and environmental setting
- Anticipated environmental approval (type of document and timeline)
- Summary statement
- Special considerations (e.g., National Environmental Policy Act (NEPA) /404, seasonal constraints, Section 7 and data gaps)
- Mitigation (description and cost)
- Anticipated permits (including timelines for acquiring permits)
- Disclaimer
- Reviewed by (signature block)
- Summary checklist
- Discussion of technical review
- List of preparers
- PEAR mitigation cost estimate

#### Assumption(s):

1. Analysis in the PEAR will be based on windshield surveys, existing data, literature and database searches, and aerial photographs obtained from the CITY.
2. No field work other than windshield surveys will be conducted for cultural or biological resources.
3. One review of the Draft PEAR by the CITY and two review rounds by Caltrans.

#### Deliverable(s):

1. Initial Draft PEAR (electronic PDF).
2. Initial Draft PEAR (hard copy).
3. Final Draft PEAR (electronic PDF).
4. Final Draft PEAR (hard copy).
- 5.

### 6.1.2 Prepare Final PEAR

The CONSULTANT will document and track comments received on the Draft PEAR and provide written responses for substantive comments. The CONSULTANT will revise the Draft PEAR and submit the Final PEAR for incorporation into the PSR-PDS.

#### Assumption(s):

1. Caltrans will assemble internal review comments for the Draft PEAR and for the final PEAR to ensure consistency in message and for efficiency.
2. One review of the Final PEAR by the CITY and two review rounds by Caltrans.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the Community Impacts studies for the PA&ED phase.

**6.2.3 Visual and Aesthetics**

The CONSULTANT will assess the project's visual impact for the PEAR. To achieve this, the CONSULTANT will conduct a "windshield survey" to review the existing corridor conditions followed by a thorough review of the proposed changes. It is unlikely that a full Visual Impact Assessment would be needed for the PA&ED phase. However, the CONSULTANT will conduct a PEAR-level analysis of the setting, risks, and assumptions to validate this preliminary conclusion.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the visual and aesthetics studies for the PA&ED phase.

**6.2.4 Cultural Resources**

The CONSULTANT will request a records search and literature review from the Northwest Information Center of the California Historical Resources Information System in Rohnert Park, California. The CONSULTANT will present the results in the PEAR in text and tabular form.

The CONSULTANT will contact the Native American Heritage Commission with a request for a search of the Sacred Lands File and a request for a list of potential Native American stakeholders for Alameda County who may have information regarding cultural resources within the project area. The CONSULTANT will contact those potential stakeholders via certified letter with a request for consultation. Results will be presented in a confidential technical memorandum.

The CONSULTANT will provide services for historic resources documentation for the PSR-PDS in compliance with Section 106 of the National Historic Preservation Act and California Public Resources Code Sections 5024 and 5024.5. The CONSULTANT will conduct preliminary background research and a survey of the project area to assess possible historic built environment properties that may be affected by the project. This survey will be a desktop exercise and will not include a windshield survey of the project area. The CONSULTANT will also provide estimates regarding the timeframe in which the necessary reports, such as a Historical Resources Evaluation Report (HRER) and HPSR, will be prepared, as per Caltrans' WBS codes, and agency concurrences needed for compliance.

Assumption(s):

1. The project area does not contain any FEMA mapped floodplains.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hydrology and floodplain studies for the PA&ED phase.

### **6.2.6 Water Quality and Stormwater Runoff**

The CONSULTANT will compile and review available and relevant information regarding water quality and stormwater runoff issues for the project area. The information to be collected may include existing environmental permits, Total Maximum Daily Load (TMDL) reports, water quality monitoring reports, design records for any existing water quality BMPs, and reference information from outside agencies and individuals as necessary to identify and characterize water quality issues and structural BMP needs.

Based on the results of these activities, the CONSULTANT will also identify key supplemental field information needed to improve the understanding of these issues.

The CONSULTANT will develop written documentation, mapping, and other appropriate graphical information for incorporation into the PEAR. The information will include stormwater catchment areas, receiving waters, and existing stormwater drainage and treatment infrastructure, and will describe related project issues, risks, and assumptions regarding alternatives, cost, schedule, and project viability.

At a minimum, the documentation will include the following specific information:

- Setting
- Water quality concerns
- Watershed areas and boundaries
- Potential project impacts/discharges
- Basin Plan/TMDLs
- Permits and agency coordination needs
- Environmental commitments
- Drainage and treatment infrastructure
- Constraints and recommendations
- Summary
- Water quality portion of PEAR Environmental Studies Checklist
- PEAR environmental commitments cost estimate for standard PSRs
- Resource estimate, by WBS code, for environmental document special studies
- Schedule for environmental document special studies

Deliverable(s):

recommendations, constraints, and coordination requirements. The findings of the PIR will determine if a Paleontological Evaluation Report (PER) or Paleontological Mitigation Plan is required.

Deliverable(s):

1. Draft PIR (electronic PDF).
2. Final PIR (electronic PDF).

## **6.2.9 Hazardous Waste/Materials**

### **6.2.9.1 Desktop Review**

In accordance with the Caltrans handbook guidelines, hazardous waste/materials will have a full study completed as part of the PEAR.

The CONSULTANT will perform a desktop study evaluating the historical and present uses of the project area for evidence of sites that currently or have historically handled, stored, transported, released, or disposed of hazardous or regulated materials, as these types of sites are potential sources of hazardous material contamination. The CONSULTANT will review hazardous materials/regulated site database results from EDR® and review available historical data sources such as aerial photographs, fire insurance maps, and topographic maps. Historic information may also include existing reports as may be provided by the client. The search area would encompass a corridor consisting of ¼-mile to either side of the project area.

In addition to obtaining and summarizing the EDR® reports, the CONSULTANT will review the Geotracker and Envirostor databases for information missing from the EDR® reports as well as to view well logs that are not part of the EDR® reports.

The purpose of the desktop review will be to determine if there are any contaminated sites that could be a fatal flaw or that impact the project or project schedule.

Assumption(s):

1. No subsurface explorations will be performed in the initial phase of this hazardous waste review.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead findings from this desktop study will be included in the Initial Site Assessment (ISA) memorandum described below. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hazardous materials/waste studies for the PA&ED phase.

- “Hot spot” and mobile source air toxics review
- Potential impacts and environmental commitments
- Monitoring
- Agency coordination and permits
- Recommendations
- Summary

Assumption(s):

1. No emission calculations or air dispersion modeling will be completed.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the air quality studies for the PA&ED phase.

### **6.2.11 Noise and Vibration**

The CONSULTANT will complete a noise assessment. A review of background information and documents pertaining to the proposed project will be conducted. A windshield survey will be conducted to identify existing land uses and assess the existing project settings. In addition, it is proposed that short-term noise measurements will be conducted at a few representative receptors, i.e., schools, parks, trails, etc., to assess the existing ambient noise environment. The measurement results will be utilized in assessing the potential operational as well as construction noise impacts that would be generated by the project along the approximately 1.7-mile project corridor. If potential impacts are identified, possible abatement measures will also be recommended to mitigate or minimize the impacts. In addition, coordination with various relevant agencies, i.e., CITY, Caltrans, will be identified and documented. If warranted, details on additional analysis, such as a technical noise study and/or noise monitoring during construction will be recommended.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the noise and vibration studies for the PA&ED phase.

### **6.2.12 Energy and Climate Change**

The CONSULTANT will determine if the proposed project would be a “major project” for the consumption of energy during project construction or operation. If it is determined that an energy analysis would be required, then the proper scope of the analysis will be documented in the PEAR. Early interagency consultation may be required to confirm the extent of the energy analysis to be included in the environmental document. Appendix F of the CEQA Guidelines will be evaluated to refine the assumptions about the extent of the energy analysis that would be required for the environmental document.

Based on this review, the CONSULTANT will identify any additional studies that are necessary for the NEPA and/or CEQA evaluation of biological resources.

Environmental commitments such as species avoidance and minimization measures, construction timing constraints, and mitigation measures will be recommended. The potential for risks to the project scope, cost, and schedule, will be identified (e.g., significant impacts on sensitive species or habitats, issues raised during previous community input, requirements for compensatory wetland and/or habitat mitigation). Federal, state, and local permits, approvals and/or coordination with resources agencies will be identified. An estimate of scope, budget, and schedule to conduct any additional studies, implement environmental commitments, and carry out permitting and coordination, will be provided.

Assumptions made during the biological resources review will be documented. The summary will include relevant information from the biological resources review, such as special status species lists, maps outlining the approximate boundaries of sensitive habitat such as wetlands, known occurrences of special status wildlife and plant species, wildlife corridors, and migratory bird habitat. The summary will include a recommendation of whether a cumulative impact analysis is needed in the subsequent environmental document phase. The contacts and sources consulted during the PEAR analysis will be documented.

Assumption(s):

1. Information from the project submittal for the biological resources review will include a description of the project footprint and work methods, site photographs, and previous relevant biological studies and will be provided by the CITY to the CONSULTANT in a timely manner.
2. The information provided in Assumption 1 will preclude the need for a site visit by the CONSULTANT'S biological resources specialist.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the biological environment studies for the PA&ED phase.

#### **6.2.14 Cumulative Impacts**

The CONSULTANT will summarize any of the other discipline areas that indicate a need for cumulative analysis in the environmental document phase.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the cumulative impacts studies for the PA&ED phase.

required for the project. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

## 7.1 Existing Information and Desktop Analysis

The CONSULTANT will evaluate available information including environmental impact studies and site visit data as part of the PID development; and federal, state and local regulatory permitting requirements. Upon initial review of the existing material, additional data requirements will be identified and acquired. A desktop analysis will be conducted to determine the presence of sensitive areas within the project area for each alternative, including potential staging areas and disposal sites, and other issues that may necessitate the need for regulatory permits. Examples of regulated areas include waterways and wetlands; federal and state listed wildlife, plant, fish and riparian habitat; levees; floodplain boundaries; San Francisco Bay Conservation and Development Commission boundary; airport runway safety zones; power transmission lines, pipelines and railroad crossings; and areas containing hazardous materials or contaminated soil and/or groundwater.

An initial desktop review conducted during preparation of this scope of work facilitated the following assumptions.

### Assumption(s):

1. The project area does not contain any FEMA mapped floodplains.
2. The project area does not contain jurisdictional waterways or wetlands.

### Deliverable(s):

1. A list of required permits and external agency coordination contact information.

## 8. Engineering Plans, Specifications, and Estimates

The scope outlined below for PS&E will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

### 8.1 Conceptual Engineering

#### 8.1.1 Conceptual Design Documents

The CONSULTANT will update the designs prepared in the Concept Report based on additional and updated mapping obtained in Task 4.1.3 and based on published guidance that has evolved since the Concept Report was published. The CONSULTANT will look for additional opportunities to improve safety and mobility along the corridor. The CONSULTANT will prepare one alternative for the entire corridor, one additional alternative for the segment of the corridor from Fourth Street to Burbank Street, and a third alternative for the intersection of Central Avenue and Webster Street for advancement into the PA&ED phase.

#### 8.1.1.5 QA/QC

The CONSULTANT will conduct thorough quality reviews and checks for the Conceptual Design submittal. Such reviews will be performed after deliverables are assembled and before their submittal to the CITY. QC efforts and reviews will encompass the work performed by the CONSULTANT and its SUBCONSULTANTS. Routine checking of calculations, plan sheets, and other work, done as peer review on the various discipline items, is included in the scope of the individual task.

##### Deliverable(s):

1. QA/QC Document for Conceptual Design submittal (electronic PDF).

#### 8.1.1.6 Conceptual Design Submittal

The conceptual design submittal will include 11"x17" electronic PDFs of the plans produced under Tasks 8.1.1.1 through 8.1.1.3. The submittal will include one alternative for the entire corridor plus two (2) additional alternatives for the segment from Fourth Street to Burbank Street.

##### Deliverable(s):

1. 11"x17" planset for the entire corridor (electronic PDF).
2. 11"x17" planset for an alternative from Fourth Street to Burbank Street (electronic PDF).
3. 11"x17" planset for an alternative for the Central Avenue and Webster Street intersection (electronic PDF).

| City of Alameda<br>Central Avenue Complete Street PID<br>Cost Proposal |                                                  |            |           |            |                 |                |                 |                |            | 3/14/2018 |
|------------------------------------------------------------------------|--------------------------------------------------|------------|-----------|------------|-----------------|----------------|-----------------|----------------|------------|-----------|
| Task                                                                   |                                                  | Cost       |           |            |                 |                |                 |                |            |           |
|                                                                        |                                                  | CDM Smith  | Parsons   | PlaceWorks | Paleo Solutions | JRP Historical | Eisen   Letunic | Pacific Legacy | Total      |           |
| 1                                                                      | Project Management                               |            |           |            |                 |                |                 |                |            |           |
| 1.1                                                                    | Project Management Plan (PMP)                    | \$ 6,560   | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 6,560   |           |
| 1.2                                                                    | Monthly Progress Reports and Invoices            | \$ 9,080   | \$ 5,356  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 14,437  |           |
| 1.3                                                                    | Subconsultant Management                         | \$ 7,896   | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 7,896   |           |
| 1.4                                                                    | Administrative Support                           | \$ 2,972   | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 2,972   |           |
| 1.5                                                                    | Quality Management                               | \$ 9,021   | \$ 1,256  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 10,277  |           |
|                                                                        | Subtotal                                         | \$ 35,530  | \$ 6,612  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 42,142  |           |
| 2                                                                      | Coordination and Team Meetings                   |            |           |            |                 |                |                 |                |            |           |
| 2.1                                                                    | Project Team Meetings                            | \$ 19,320  | \$ 7,380  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 26,700  |           |
| 2.2                                                                    | Coordination Meetings                            | \$ 3,671   | \$ 2,600  | \$ 5,711   | \$ -            | \$ -           | \$ -            | \$ -           | \$ 11,982  |           |
|                                                                        | Subtotal                                         | \$ 22,990  | \$ 9,980  | \$ 5,711   | \$ -            | \$ -           | \$ -            | \$ -           | \$ 38,681  |           |
| 3                                                                      | Public Outreach and Meetings                     |            |           |            |                 |                |                 |                |            |           |
| 3.1                                                                    | Public Outreach Materials                        | \$ 1,182   | \$ 859    | \$ 4,253   | \$ -            | \$ -           | \$ 495          | \$ -           | \$ 6,790   |           |
| 3.2                                                                    | Community Workshop                               | \$ 3,032   | \$ 1,515  | \$ 8,758   | \$ -            | \$ -           | \$ -            | \$ -           | \$ 13,304  |           |
| 3.3                                                                    | Stakeholder Meetings                             | \$ 3,032   | \$ 1,452  | \$ 10,719  | \$ -            | \$ -           | \$ 1,651        | \$ -           | \$ 16,854  |           |
| 3.4                                                                    | Meeting Material Preparation/Graphics            | \$ 5,223   | \$ 1,265  | \$ 10,138  | \$ -            | \$ -           | \$ -            | \$ -           | \$ 16,625  |           |
|                                                                        | Subtotal                                         | \$ 12,468  | \$ 5,091  | \$ 33,868  | \$ -            | \$ -           | \$ 2,146        | \$ -           | \$ 53,573  |           |
| 4                                                                      | Caltrans Project Initiation and Approvals        |            |           |            |                 |                |                 |                |            |           |
| 4.1                                                                    | Project Study Report-Project Development Study   | \$ 27,764  | \$ 7,424  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 35,188  |           |
|                                                                        | Subtotal                                         | \$ 27,764  | \$ 7,424  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 35,188  |           |
| 5                                                                      | Traffic Analysis                                 |            |           |            |                 |                |                 |                |            |           |
| 5.1                                                                    | Gather Existing Data                             | \$ 8,033   | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 8,033   |           |
| 5.2                                                                    | TEPA                                             | \$ 26,529  | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 26,529  |           |
|                                                                        | Subtotal                                         | \$ 34,562  | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 34,562  |           |
| 6                                                                      | Environmental Documentation                      |            |           |            |                 |                |                 |                |            |           |
| 6.1                                                                    | PEAR                                             | \$ 2,774   | \$ 13,250 | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 16,024  |           |
| 6.2                                                                    | PEAR Studies                                     | \$ 50,305  | \$ 13,840 | \$ 5,075   | \$ 7,196        | \$ 3,652       | \$ -            | \$ 2,795       | \$ 82,863  |           |
|                                                                        | Subtotal                                         | \$ 53,080  | \$ 27,090 | \$ 5,075   | \$ 7,196        | \$ 3,652       | \$ -            | \$ 2,795       | \$ 98,887  |           |
| 7                                                                      | Permitting                                       |            |           |            |                 |                |                 |                |            |           |
| 7.1                                                                    | Existing Information and Desktop Analysis        | \$ 1,217   | \$ 3,841  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 5,058   |           |
|                                                                        | Subtotal                                         | \$ 1,217   | \$ 3,841  | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 5,058   |           |
| 8                                                                      | Engineering Plans, Specifications, and Estimates |            |           |            |                 |                |                 |                |            |           |
| 8.1                                                                    | Conceptual Engineering                           | \$ 26,779  | \$ 4,460  | \$ -       | \$ -            | \$ -           | \$ 2,641        | \$ -           | \$ 33,881  |           |
|                                                                        | Subtotal                                         | \$ 26,779  | \$ 4,460  | \$ -       | \$ -            | \$ -           | \$ 2,641        | \$ -           | \$ 33,881  |           |
|                                                                        | Base Year Labor Cost                             | \$ 214,390 | \$ 64,500 | \$ 44,653  | \$ 7,196        | \$ 3,652       | \$ 4,788        | \$ 2,795       | \$ 341,973 |           |
|                                                                        | ODC Costs                                        | \$ 2,225   | \$ 500    | \$ -       | \$ 55           | \$ 198         | \$ -            | \$ 5,772       | \$ 8,690   |           |
|                                                                        | Subconsultant Fee Markup                         | \$ 6,398   | \$ -      | \$ -       | \$ -            | \$ -           | \$ -            | \$ -           | \$ 6,398   |           |
|                                                                        | Percentage of Work in 2018 - 90%                 | \$ 191,951 | \$ 58,050 | \$ 40,187  | \$ 6,476        | \$ 3,287       | \$ 4,309        | \$ 2,516       | \$ 307,776 |           |
|                                                                        | Percentage of Work in 2019 - 10%                 | \$ 22,082  | \$ 6,448  | \$ 4,466   | \$ 741          | \$ 376         | \$ 493          | \$ 288         | \$ 36,223  |           |
|                                                                        | Total Cost                                       | \$ 223,657 | \$ 65,193 | \$ 44,787  | \$ 7,272        | \$ 3,861       | \$ 4,802        | \$ 5,598       | \$ 355,170 |           |
| Contingency                                                            |                                                  |            |           |            |                 |                |                 |                | \$ 17,758  |           |
| Total Contract                                                         |                                                  |            |           |            |                 |                |                 |                | \$ 372,928 |           |