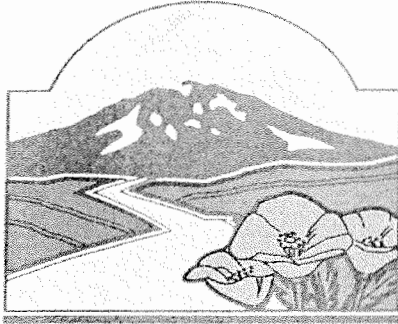


ARA AGENDA ITEM

May 5, 2009 Anderson Redevelopment Agency Meeting



Approved for Submittal By:

Dana Shigley *Dana Shigley*

To Be Presented By:

Dana Shigley *Dana Shigley*

To: Honorable Chairman and members of the Agency Board of Directors

From: Dana Shigley, Executive Director
Telephone 378-6670

Date: May 5, 2009

SUBJECT

Preparation of Environmental Documents, Plans and Specifications for the Highway 273
Bike Lane Project

RECOMMENDATION

The Executive Director recommends that the Agency Board adopt a Resolution which:

1. Makes findings required by the California Health and Safety Code for the Southwest Project Area tax increment funding of construction of a class I and II bike lane along Highway 273 from South Street to Pleasant Hills Drive.
2. Authorizes the Executive Director to enter into a Professional Services Agreement with OMNI Means Ltd. in an amount not to exceed \$156,800 for the completion of environmental documents, design, preparation of plans and specifications, and bidding assistance for the bike lane project.

FISCAL IMPACT

The fiscal impact of this recommendation is expenditure of up to \$156,800 for the preparation of environmental documents, engineering, design, and preparation of plans and specifications. We anticipate that grant or other funding will be obtained for the actual construction of the project, and

construction is estimated to cost approximately \$700,000. The proposed agreement for design and engineering will be funded with Redevelopment Agency Tax Increment bond proceeds.

DISCUSSION and BACKGROUND

In the last several years, staff has discussed with the City Council the need to construct a class I and II bike lane along Highway 273 between South Street and Pleasant Hills Drive. This project would not only provide a safe passage for bicyclists and pedestrians traveling to work and shopping in the south end of town, but would significantly improve the appearance of Highway 273 along the west side. The City Council has supported this project in the past and it has been included in the five year capital improvement plan.

In 2007, the City submitted a grant application to Caltrans for funding from the Bicycle Transportation Account to construct this project. This grant application was not approved. In 2008, after meeting with Caltrans staff members, the application was improved and resubmitted. We expect to learn if the project will be funded later this summer.

Management at Caltrans District 2 support this project and are eager to help us find funding. As a result of recent stimulus legislation, Caltrans has been allocated additional Transportation Enhancement funds and our local district has submitted this project for possible funding. This is not a funding source the City can apply for – it is only available to Caltrans and we appreciate our local district's support for the project. We hope to learn within a month if the project will be funded.

If these Transportation Enhancement funds are approved, this project must be delivered very quickly and time is of the essence. In order to expedite this project, staff is recommending that we proceed with environmental analysis, engineering and preparation of plans and specifications for this project. Regardless of the eventual funding source, the local funds spent on this engineering will be counted as our local grant "match" and will significantly improve our chances for obtaining funding.

If the Agency Board agrees, the attached resolution (Attachment 1) makes the necessary findings as required by the Health and Safety Code for the expenditure of Redevelopment funds on this project and authorizes the Executive Director to enter into a Professional Services Agreement (Attachment 2) with OMNI Means Ltd to complete the environmental documents, plans and specifications.

ATTACHMENTS

1. Resolution making findings as required by the Health and Safety Code and authorizing the Executive Director to execute a Professional Services Agreement with OMNI Means Ltd.
2. Professional Services Agreement with OMNI Means Ltd.

RESOLUTION NO. ARA 09-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF ANDERSON ADOPTING FINDINGS REQUIRED OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR SOUTHWEST REDEVELOPMENT PROJECT AREA TAX INCREMENT FUNDING OF THE CITY OF ANDERSON'S CLASS I AND II BIKE LANE ALONG HIGHWAY 273

WHEREAS, the Redevelopment Agency of the City of Anderson (the "Agency") is a redevelopment agency, a public body, corporate and politic, duly created, established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California (the "Law"), including the power to pay from tax increment funds all or part of the construction of any public improvement within a project area that is of primary benefit to the project area; and

WHEREAS, a redevelopment plan (the "Plan") for the redevelopment of an area known and designated as the "Southwest Redevelopment Project Area" (the "Project Area") has been adopted and approved in accordance with the Law; and

WHEREAS, this Governing Board of the Agency (this "Board") intends by this resolution to authorize payment, using Project Area tax increment, of the costs of designing, engineering, constructing and inspecting a public improvement within the Project Area, specifically the installation a class I and II bike lane along Highway 273 between South Street and Pleasant Hills Drive; and

WHEREAS, the Board desires to make findings in accordance with the Law to fund the Improvement Project using Project Area tax increment; and,

WHEREAS, the Board desires to authorize the Executive Director engage the services of OMNI Means Ltd to complete the environmental documents, plans and specifications for this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of the City of Anderson, as follows:

Section 1. The foregoing recitals are true and correct, and this Board hereby so finds and determines.

Section 2. The Board hereby finds that the Improvement Project is within the Project Area boundaries and is of primary benefit to the Project Area inasmuch as the Improvement Project will correct inadequate public infrastructure and stimulate revitalization and growth in the Project Area.

Section 3. The Board hereby finds that there are no other reasonable means of funding the Improvement Project inasmuch as the City of Anderson's adopted five year Capital Improvement Plan identifies no other reasonable source of funds that could be used to fund the Improvement Project.

Section 4. The Board hereby finds that the payment of Project Area tax increment funds for the development, construction and inspection of the Improvement Project will assist in eliminating one or more blighting conditions inside the Project Area and that the development, construction and inspection of the Improvement Project is consistent with the legally adopted Implementation Plan inasmuch as the Plan identifies street deficiencies as contributing to blighting conditions in the Project Area and inasmuch as the Implementation Plan identifies the Improvement Project as a specific project which assists in eliminating these deficiencies.

Section 5. Having made the required findings, the Board hereby authorizes the use of Project Area tax increment funds for the development, construction and inspection of the Improvement Project to be owned, operated and maintained by the City of Anderson.

Section 6. The Board of Directors authorizes the Executive Director to enter into a Professional Services Agreement with OMNI Means Ltd to complete the environmental documents, plans and specifications for this project.

Section 7. This resolution shall become effective immediately upon its passage.

* * * *

PASSED AND ADOPTED at a regular meeting of the Redevelopment Agency of the City of Anderson held on this 5th day of May, 2009, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Butch Schaefer, Chairman

ATTEST:

Scott Morgan, Secretary

**CITY OF ANDERSON- PROFESSIONAL SERVICES AGREEMENT WITH
OMNI-MEANS, LTD.
FOR
STATE ROUTE 273 BIKE ROUTE PROJECT**

THIS AGREEMENT (“Agreement”), made and entered into this 5th day of May, 2009, is by and between the **CITY OF ANDERSON REDEVELOPMENT AGENCY, a California Municipal Corporation**, hereinafter referred to as “Agency,” and **OMNI-MEANS, LTD.**, hereinafter referred to as “Consultant”.

WITNESSETH:

SECTION 1 – ORGANIZATION AND CONTENTS

This Agreement is divided into the following Sections:

| <u>Section/Title</u> | <u>Page No.</u> |
|---|-----------------|
| SECTION 1 - ORGANIZATION AND CONTENTS | 1 |
| SECTION 2 - DESCRIPTION OF PROJECT | 2 |
| SECTION 3 - SCOPE OF SERVICES – BASIC; COMPLETION SCHEDULE | 2 |
| SECTION 4 - SCOPE OF SERVICES – ADDITIONAL; COMPLETION SCHEDULE | 2 |
| SECTION 5 - COMPENSATION; PAYMENT OF FEES | 2 |
| SECTION 6 - RESPONSIBILITY OF CONSULTANT | 3 |
| SECTION 7 - RESPONSIBILITY OF CITY | 3 |
| SECTION 8 - INDEMNIFICATION | 4 |
| SECTION 9 - INSURANCE | 4 |
| SECTION 10 - GENERAL PROVISIONS | 4 |
| 10.1 - Access to Records | 4 |
| 10.2 - Assignment | 4 |
| 10.3 - Changes to Scope of Work – Basic Services | 4 |
| 10.4 - Compliance with Laws, Rules, Regulations | 5 |
| 10.5 - Conflict of Interest | 5 |
| 10.6 - Exhibits Incorporated | 5 |
| 10.7 - Independent Contractor | 5 |
| 10.8 - Integration and Amendment | 5 |
| 10.9 - Jurisdiction | 5 |
| 10.10 - Notice to Proceed, Progress and Completion | 6 |
| 10.11 - Ownership of Documents | 6 |
| 10.12 - Subcontracts | 6 |
| 10.13 - Term and Termination | 6 |
| 10.14 - Notices | 6 |
| SECTION 11 - SPECIAL PROVISIONS | 7 |
| Exhibit A – Description of Project | 8 |
| Exhibit B – Scope of Services | 9 |
| Exhibit C – Project Schedule | 20 |
| Exhibit D – Scope of Services – Additional Work | 21 |
| Exhibit E – Compensation Payment of Fees | 22 |
| Exhibit F – Special Provisions | 24 |

SECTION 2 – DESCRIPTION OF PROJECT

Agency desires to undertake that certain project, hereinafter referred to as “project”, consisting of the preparation of Environmental Documentation and Plans, Specifications and Estimates (PS&E) for the State Route 273 Bike Route project, as described in the December 2008 Bicycle Transportation Account grant application by the City of Anderson, as further described in **EXHIBIT “A”** entitled “**DESCRIPTION OF PROJECT**”.

SECTION 3 – SCOPE OF SERVICES – BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT “B”** entitled “**SCOPE OF SERVICES**” and shall complete said services in accordance with the completion schedule as set forth more particularly in **EXHIBIT “C”**, entitled “**PROJECT SCHEDULE**”.

SECTION 4 – SCOPE OF SERVICES – ADDITIONAL; COMPLETION SCHEDULE

It is understood by Agency and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT “B”**. In each such instance, Consultant shall advise Agency, in advance and in writing, of the need for such additional services, the cost of such services, and the estimated time required to perform such services (if appropriate). Consultant shall not proceed to perform any such required service(s) until Agency has determined that such service is beyond the scope of the basic services to be provided, is required, and Agency has given its written authorization to perform or obtain such services. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as “additional Consultant Service No. 1” and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT “D”** entitled “**SCOPE OF CONSULTANT SERVICES – ADDITIONAL WORK**”.

SECTION 5 – COMPENSATION; PAYMENT OF FEES

Consultant shall be compensated for services rendered to Agency pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT “E”** entitled “**COMPENSATION PAYMENT OF FEES**”. Amounts due to Consultant from Agency for services rendered shall be evidenced by the submission to Agency by Consultant of an invoice, prepared in a form satisfactory to Agency, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to Agency so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all

applicable provisions of this Agreement. Agency will review each such invoice and retain them in accordance with **EXHIBIT “E”**, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then Agency shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 – RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to Agency that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to Agency the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. It is expressly understood by all parties to this Agreement that Consultant makes no guarantee or warranty whatsoever to the success of this project.

SECTION 7 – RESPONSIBILITY OF AGENCY

To the extent appropriate to the project contemplated by this Agreement, Agency shall:

- 7.1 Assist Consultant by placing at Consultant’s disposal all available information pertinent to the project, including previous report(s) and any other data relative to design and construction which may be applicable to it.
- 7.2 Make every effort to provide access and make all provisions to Consultant to enter upon public and private property as required for consultant to perform Consultant services.
- 7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.
- 7.4 Designate in writing a person to act as Agency’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Agency’s policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant’s services.
- 7.5 Give prompt written notice to Consultant whenever Agency observes or otherwise becomes aware of any defect in the project.
- 7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 8 – INDEMNIFICATION

Consultant shall hold Agency and the City of Anderson, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of or relating to any negligent act or omission of Consultant or Consultant’s employees or agents in rendering the services required by this Agreement and shall protect, defend, and indemnify them against such liability and the legal fees and costs incurred by the Agency and City of Anderson in connection therewith.

SECTION 9 – INSURANCE

Any requirements by Agency that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT “F”**, entitled “**SPECIAL PROVISIONS**”.

SECTION 10 – GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the Agency to utilize the Caltrans method of project development procedures and provide the Agency with a copy of the project documents under this Agreement on file for at least (1) year following the date of final payment to Consultant by Agency. Any duly authorized representative(s) of Agency shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant’s usual and customary business hours. Consultant shall provide proper facilities to Agency’s representative(s) for access and inspection.

10.2 Assignment

This agreement is binding to heirs, successors, and assigns of the parties hereto and shall not be assigned by either Agency or Consultant without the prior written consent of the other.

10.3 Changes to Scope of Work – Basic Services

Agency may at any time and, upon a minimum of ten (10) days’ written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Agency in writing of such change. Upon agreement between Agency and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the

amendment by Agency and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

10.5 Conflict of Interest

If Agency's Executive Director has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to any provisions of the City of Anderson Municipal Code or other applicable law relating to conflict of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then each such person will be required to comply with said provisions in connection with the services they render to the Agency under this Agreement. Agency shall advise Consultant of any such provisions prior to the date of execution of this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

Agency and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the Agency or City of Anderson and the Consultant. Consultant is not an agent of the Agency and has no authority to commit the Agency in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to Agency.

10.8 Integration and Amendment

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

10.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

10.10 Notice to Proceed, Progress and Completion

Upon execution of this Agreement by the parties, Agency shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Agency shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

10.11 Ownership of Documents

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with Agency at such time as Agency has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

10.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to Agency for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.13 Term and Termination

The term of this Agreement shall commence upon Agency's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon Agency's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, Agency may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days' prior written notice of such termination to Consultant. In any event, termination of the Agreement is subject to the terms and provision of **EXHIBIT "E"** of this Agreement.

Section 10, General Provisions, shall be amended to include the following:

10.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To Agency: Ms. Dana Shigley
Anderson Redevelopment Agency
1887 Howard Street
Anderson CA 96007

- b. To Consultant: Mr. H. Ross Ainsworth, President
OMNI-MEANS
330 Hartnell Dr. Suite B
Redding CA 96002

Nothing hereinabove shall prevent either Agency or Consultant from personally delivering any such notices to the other.

SECTION 11 – SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT “F”** entitled **“SPECIAL PROVISIONS”**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF ANDERSON
REDEVELOPMENT AGENCY

OMNI-MEANS, LTD.

Dana Shigley
Executive Director

Russell A. Wenham (RCE 43162)
Associate

Date

Date

APPROVED AS TO FORM:

Agency Counsel

EXHIBIT "A"

DESCRIPTION OF PROJECT FOR ENVIRONMENTAL DOCUMENTS AND PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) FOR STATE ROUTE 273 BIKE ROUTE PROJECT

The City desires to construct bike lanes and bike paths from the intersection of Pleasant Hills Drive and Rhonda Road to the intersection of State Route 273 and South Street in the City of Anderson. The project scope is described in the December 2008 Bicycle Transportation Account grant application that the City submitted to Caltrans. In general the project includes:

Pleasant Hills Drive/Rhonda Road Intersection to the South end of Ponderosa Drive:

- Traffic signal modification at the Pleasant Hills Drive/Rhonda Road intersection.
- Bike/Pedestrian mixed use path along the westerly side of the future extension of Rhonda Road.
- Bike/Pedestrian mixed use path along the westerly side of the SR273 right of way.
- Access opening in SR273 fence at the south end of Ponderosa Drive.
- Signing and striping for a mixed use path.

South end of Ponderosa Drive to the North end of Ponderosa Drive:

- Signing and striping to provide bike lanes.

Blue Oaks Apartments Bridge over the ACID Canal to the SR273/Bruce Street Intersection:

- Bike/Pedestrian mixed use path between the ACID canal bridge and the SR273 right of way, within an existing City easement.
- Bike/Pedestrian mixed use path along the westerly side of the SR273 right of way.
- Traffic signal modifications at the SR273/Bruce Street intersection.
- Signing and striping for a mixed use path.

SR273/Bruce Street Intersection to SR273/South Street Intersection:

- Northbound and southbound right turn-lane widening.
- Signing and striping to provide bike lanes on northbound and southbound SR273 shoulders.
- The existing bridge over Anderson Creek will not be modified.
- Traffic signal modification at the SR273/South Street intersection.

EXHIBIT “B”

SCOPE OF SERVICES FOR ENVIRONMENTAL DOCUMENTS AND PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) FOR STATE ROUTE 273 BIKE ROUTE PROJECT

PHASE A PRELIMINARY ENGINEERING

Task 1 Project Coordination, Management and Meetings

1.1 Project Management (General). OMNI-MEANS will serve as overall Project Manager for the preparation of Environmental Documents and Plans, Specifications and Estimates (PS&E) for the State Route 273 Bike Route project. The general project management responsibilities include:

- Prepare and keep master project schedule
- Coordinate project status meetings
- Provide coordination with other agencies
- Manage subconsultants
- Oversee all the project components listed in this Work Plan
- Implement Quality Assurance and Quality Control Measures
- Prepare invoices at the end of each month of pervious month’s work completed by OMNI-MEANS

1.2 Project Meetings. OMNI-MEANS will provide all meeting coordination and oversight including the preparation of meeting minutes summarizing actions taken, actions to be taken, responsible party and resolution date. At the outset of this project, an initiation meeting will be scheduled to establish the project team; review the Scope of Work and the project schedule; and establish lines of communications. In addition to the project initiation meeting, monthly project team meetings have been budgeted.

1.3 Project Coordination. The project will require close coordination and effective communication with the City, Caltrans, utility companies, property owners and the other members of the project team. We will provide needed notification and coordination with the appropriate agencies and the utility companies throughout the project. OMNI-MEANS will identify all potential utilities that may require relocation and/or coordination. In order to maintain the City’s strong relationship with its residents, communication with impacted residents should primarily be performed by City staff with OMNI-MEANS providing support.

- 1.4 **Budget Management.** OMNI-MEANS will track and report costs and prepare monthly invoices. Budget vs. expenditure will be monitored and any issues will be resolved with the City in a timely manner.
- 1.5 **Subconsultant Management.** OMNI-MEANS will coordinate and direct the work of subconsultants as necessary to effectively deliver the work outlined in this Scope of Work.
- 1.6 **Caltrans Local Assistance Submittals and Coordination.** OMNI-MEANS will prepare the Request for Authorization to Proceed with Preliminary Engineering, No Right of Way Certification and Request for Authorization to Proceed with Construction documentation.
- 1.7 **Cooperative Agreement Coordination.** OMNI-MEANS will review and comment on draft cooperative agreements prepared by Caltrans for approval by the City.
- 1.8 **Maintenance Agreement Coordination.** OMNI-MEANS will review and comment on the draft bike path maintenance agreement and the traffic signal maintenance agreement prepared by Caltrans for approval by the City.

Task 2 Base Mapping

- 2.1 **Data Collection.** OMNI-MEANS has obtained a copy of the City's December 2008 Bicycle Transportation Account project application. OMNI-MEANS will perform a field review, create a photo log, obtain Caltrans As-Built plans, obtain Caltrans right of way mapping, and obtain applicable City As-Built plans.
- 2.2 **Survey Project Control.** OMNI-MEANS will establish a survey control base for the project. Existing monuments (section corners, property corners, and other control monuments) found at the project site will be used to establish the Horizontal Project Control. Elevations will be established using the City's vertical datum.
- 2.3 **Topographic Mapping.** OMNI-MEANS will perform a topographic survey of the project. Existing utilities (irrigation, water, gas, electric, telephone, fiber optic, cable TV, sewer and storm drain manholes), storm drain culverts, and bridges will be located. The mapping will meet national Map Accuracy Standards at a scale of 1"=20' and include vertical accuracy to create a digital terrain model with one-foot contour intervals.
- 2.4 **Right-of-Way/Property Surveys.** OMNI-MEANS will obtain and review City of Anderson and Caltrans right-of-way maps and documents and perform land net ties for properties within project construction areas at areas. OMNI-MEANS will analyze and resolve pertinent City and Caltrans right-of-way and resolve locations of existing easements at areas with constrained right of way, utilizing AP maps and survey record maps. No field ties of private property lines will be performed.
- 2.5 **Utility Mapping.** Existing utilities will be mapped by using a combination of facilities identified on the topographic mapping, aerial photos, field investigation, as-built plans provided by utility companies and Underground Service Alert requests on behalf of the City. The Scope of Work does not include any potholing to exactly locate underground utilities.

If potholing is determined to be necessary, then potholing will be addressed in an addendum to this Scope of Work.

- 2.6 Floodplain Mapping.** Existing FEMA floodplain information will be graphically presented on the base mapping. Potential conflicts with the proposed project will be identified.

Task 3 Geotechnical Investigation

3.1 Sampling. CGI, Technical Services, Inc. (CGI), subconsultant to OMIN-MEANS, will sample near-surface soils at approximately ten (10) locations by excavating test pits with a rubber tired backhoe. The test pits will vary from 4-feet to 10-feet deep. Soil samples will consist predominately of bulk samples that represent likely subgrade soils for proposed improvements. Those samples will be delivered to CGI's laboratory for testing.

3.2 Laboratory Testing. Laboratory tests will be performed on selected samples, as necessary, to evaluate soil characteristics and strength of selected materials encountered during the field exploration. The following laboratory testing schedule illustrates the types and estimated number of tests that will be performed for this study. The anticipated laboratory testing schedule is approximately four (4) Atterberg Limits Tests, four (4) R-Value Test, one (1) Direct Shear, two (2) Soil Chemistry for Corrosion/Concrete, and two (2) Maximum Density-Optimum Moisture Tests. The exact number and types of test that will be performed cannot be specified until after the field exploration has been performed.

3.3 Geotechnical Evaluation. Upon completion of the above-noted tasks CGI will perform the following evaluations:

- Subsurface soil profiles across the sites;
- Areas of concern regarding groundwater;
- Structural asphaltic pavement sections in areas of road widening;
- Earthwork and grading considerations;
- Excavatability of the on-site soils; and
- Identification of areas that might need over excavation during grading.

3.4 Reporting. Results of the field investigation, laboratory tests, and engineering analyses will be summarized and concluded in a report that will contain, at a minimum, the following:

- A description of the proposed project including a site plan showing the approximate locations of the explorations advanced for this study;
- A description of the site surface conditions encountered at the time of our field observations and sampling;
- Recommendations related to geotechnical aspects of:
 - Site preparation, engineered fill, and subgrades;
 - Suitability of on site materials for use as engineered fill; and
 - Structural asphaltic pavement section design;
 - Retaining wall design and construction;

- Temporary excavations, shoring and trench backfill;
- An appendix presenting the laboratory testing program and results of laboratory testing.
- A map showing the approximate exploration locations.

Three (3) copies of the draft Geotechnical Report will be provided to the City for review. Any comments on the draft report will be incorporated into the final report. Three (3) copies of the final report will be provided to the City for use along with a reproducible file in a *.pdf format.

Task 4 Preliminary Engineering

4.1 Preparation of Preliminary Drawings. The limits of the project are defined in the December 2008 Bicycle Transportation Account application. This task will encompass the preparation of preliminary engineering to identify the environmental study limits, and area of potential affect mapping so that project environmental approval can be secured by the City.

4.2 Preliminary Design Plans and Submittal. The following plan sheets and design elements will include the Preliminary Design submittal:

- Title Sheet.
- Alignment data detailing project control as determined in Surveying Task.
- Typical Sections for all roadway and bike path areas with horizontal dimensions only.
- Layout sheets containing complete horizontal line work for all curb, gutter, sidewalk, bike lane, pavement widening and curb ramps.
- Drainage layout plan showing preliminary drainage ditches and culverts.
- Traffic Signal plans and details.

4.3 Environmental Study Limits (ESL) and Area of Potential Effect Mapping (APE) OMNI-MEAMS will work in conjunction with ENPLAN, subconsultant to OMNI-MEANS, to prepare an APE/ESL map acceptable to Caltrans. The map will establish study area boundaries for the cultural resources survey as well as other environmental studies. The draft map will be submitted to Caltrans for review and signature. If changes are requested by Caltrans, revisions will be completed and resubmitted as needed.

4.4 Hydrology and Hydraulics Report. The proposed improvements are not anticipated to significantly alter the existing site drainages. A flood plain evaluation will be conducted using the FEMA 100 year floodplain mapping. Upon review, a final floodplain evaluation summary, in accordance with Caltrans standards, will be prepared for the project area.

PHASE B ENVIRONMENTAL APPROVAL

Task 5 Environmental

- 5.1 Project Initiation.** ENPLAN, subconsultant to OMNI-MEANS, will conduct initial background research and then meet with Caltrans and City of Anderson staff at the outset of the work to discuss the project proposal, potential issues to be addressed through the environmental studies, and opportunities to avoid or minimize impacts.
- 5.2 PEAR Form Preparation.** ENPLAN will complete a Preliminary Environmental Analysis Report (PEAR) form for the project, which will identify studies and permits needed for the project. The draft PEAR form will be provided to the project team for review. ENPLAN will then make any needed revisions and submit the form to Caltrans staff for review/approval. We anticipate that required technical studies will consist of botanical and wildlife studies, a wetland delineation, cultural resources survey, hazardous materials analysis and floodplain evaluation.
- 5.3 APE/ESL Map Preparation.** ENPLAN will work in conjunction with OMNI-MEANS to prepare an APE/ESL map acceptable to Caltrans. The map will establish study area boundaries for the cultural resources survey as well as other environmental studies. The draft map will be submitted to Caltrans for review and signature. If changes are requested by Caltrans, ENPLAN will revise and resubmit the map as needed.
- 5.4 Cultural Resources.** Cultural resource studies will include preparation of Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER), as required. In the event that non-architectural cultural resources are identified during the field survey and must be recorded/evaluated, a contract addendum will be necessary.
- 5.4.1 Agency and Tribal Comment Solicitation.** ENPLAN will contact the Native American Heritage Commission for information relating to previously recorded Traditional Cultural Properties or sacred sites in the Area of Potential Effects (APE), and to receive a listing of local Native Americans who may wish to express their concerns regarding the project. ENPLAN will then contact local individuals, historical societies, and Native American groups/individuals in order that they may add information to the prehistoric/historic context of the area.
- 5.4.2 Conduct Records Search.** ENPLAN will conduct and document a records search at the Northeast Information Center of the California Historical Resources Information System at California State University, Chico (NE/CHRIS).
- 5.4.3 Conduct Pedestrian Field Survey.** ENPLAN will conduct an intensive pedestrian survey within the entire Area of Potential Effects, in addition to any areas included for staging areas (if they are not included in the APE). The survey will be conducted at various transect intervals according to the physiographic characteristics and

sensitivity within the project area. Mineral soils will be exposed with the use of a trowel, rake and/or hoe, as required.

5.4.4 Report Preparation. Under this task, it is anticipated that ENPLAN will prepare a Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER), as required. The report and associated study will be in compliance with the January 2004 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, referred to as the PA. Draft reports will be submitted to the City and Caltrans for review and comment. Up to six (6) copies and an electronic version of the final reports will be provided upon agency acceptance.

5.5 Wetland Delineation

5.5.1 Pre-Field Research. Prior to initiating the field effort, ENPLAN will review available data pertinent to the delineation, including National Wetlands Inventory maps, soils data, topographic mapping, project plans, and aerial photographs of the study area.

5.5.2 Field Delineation. ENPLAN will identify onsite wetlands and “other waters of the United States” (e.g., streams) in accordance with current Corps of Engineers methodology. ENPLAN will also identify and map any additional waters that may be subject to jurisdiction of the Regional Water Quality Control Board pursuant to the Porter-Cologne Act. The boundaries of the streams and wetlands will be flagged for field verification, and coordinates of the boundaries will be recorded using a GPS unit capable of sub-meter accuracy. Field data sheets for the wetlands and contrasting upland sites will be completed.

5.5.3 Wetland Calculations. ENPLAN will determine the extent of wetlands and other waters present on the study site. Acreage calculations will be based on the GPS data and field measurements. Electronic files of the jurisdictional boundaries will be prepared in AutoCAD or ArcView format.

5.5.4 Report Preparation. If wetlands are present, ENPLAN will prepare a technical report for submittal to the Army Corps of Engineers. The report will describe the methodology and results. Data forms and final maps will be included. A draft report will be submitted for City and Caltrans review; after making any warranted revisions, ENPLAN will then submit the report to the Corps along with a request for field verification.

5.5.5 Field Verification. If requested by the Army Corps of Engineers, ENPLAN will accompany their staff for a field verification of the delineation. ENPLAN will then revise the report and maps as may be needed based on the field review.

5.6 Biological Surveys

5.6.1 Pre-field Research. ENPLAN will review available records prior to initiating fieldwork in order to obtain information on special-status species previously reported from the site vicinity. Records reviewed will include those maintained by the U.S. Fish and Wildlife Service, California Department of Fish and Game's (DFG) Natural Diversity Data Base, as well as ENPLAN's in-house files. ENPLAN will also contact California Department of Fish and Game and U.S. Fish and Wildlife Service staff to determine if they are aware of any special-status species or other sensitive biological resources in the study corridor.

5.6.2 Botanical Field Survey. ENPLAN will conduct a botanical field survey of the study area in accordance with California Department of Fish and Game and U.S. Fish and Wildlife Service protocols. Plant communities present on the site will be documented and their potential to support special-status species will be determined. Plant species encountered will be identified to the lowest taxonomic level needed to determine whether or not they have a special-status designation. A checklist of vascular plant species observed will be developed for inclusion in the Natural Environment Study (NES). Follow-up consultation with appropriate agencies will be conducted as needed following completion of the field studies.

5.6.3 Wildlife Field Survey. Upon identification of the habitat types present in the study area, ENPLAN will conduct a Wildlife Habitat Relationships (WHR) analysis using Version 8.0 of this Department of Fish and Game program. The WHR analysis will provide a list of animal species that could potentially occur in the habitats present on the site. An intensive one-day general wildlife survey will then be undertaken by ENPLAN's wildlife biologist. Any identified occurrences of special-status wildlife populations or important habitats for special-status wildlife will be documented and mapped. Completion of species-specific surveys, if required by reviewing agencies, would require a contract addendum. A checklist of wildlife species observed will be developed for inclusion in the NES. Follow-up consultation with appropriate agencies will be conducted as needed following completion of the field studies.

5.7 "Minimal Impact" Natural Environment Study.

5.7.1 Draft Report Preparation. ENPLAN will prepare a "Minimal Impact" Natural Environment Study (NES) addressing the proposed project, in accordance with current Caltrans requirements. The NES will include a summary; detailed project description; discussion of study methodologies; results of the records search, botanical field study, and wildlife field study; evaluation of impacts on significant communities and special-status species; and measures to avoid, minimize or offset potential impacts. Resource agency permits and approvals will be identified, and a consultation summary with respect to federal and state Endangered Species Acts will be provided. The NES will also address wetlands, noxious weeds, and nesting migratory birds. The Department of Fish and Game, U.S. Fish and Wildlife Service, NMFS, Caltrans, County Agriculture Department, and other agencies will be

contacted as needed. Technical studies and agency correspondence will be included in the NES.

5.7.2 Final Report Preparation. The draft “Minimal Impact” NES will be submitted to the project team for preliminary review and comment. Upon acceptance, the document will then be submitted to FHWA via Caltrans. If comments are provided by FHWA or Caltrans, they will be incorporated into the final document. Up to six (6) copies and an electronic version of the final NES will be provided upon agency acceptance.

5.8 Hazardous Materials Analysis. ENPLAN will review records maintained by the Regional Water Quality Control Board, Integrated Waste Management Board, Department of Toxic substances Control, U.S. Environmental Protection Agency, national Response Center, and Shasta County to identify leaking underground fuel tanks. Underground storage tanks, or hazardous waste handlers within 1,000 feet of the project. In addition, the records review will identify solid waste information system, solid waste assessment test, superfund, and/or emergency response notification system sites. Potential constraints, with respect to identified hazardous materials releases will be identified. The scope assumes that Caltrans construction standard special provisions will be sufficient to address aerial deposited lead and yellow thermoplastic pavement delineation.

5.9 CEQA and NEPA Compliance. A final Categorical Exemption under the California Environmental Quality Act has already been prepared by the City. The scope assumes that Caltrans will prepare and approve the final National Environmental Policy Act Categorical Exclusion documentation based upon the technical studies prepared by ENPLAN and OMNI-MEANS.

5.10 Public Notices (Not in Scope). No public notices are anticipated nor included in the scope.

5.11 Department of the Army Permit. The scope assumes streams or wetlands subject to Corps of Engineers jurisdiction will be affected by project implementation, ENPLAN will prepare an application for a Department of the Army Nationwide Permit 14 (Linear Transportation Projects) for team review. ENPLAN will revise the documents as needed following project team review and submit the final application package to the Corps of Engineers. The application will describe how potential losses of waters have been minimized through project design (evaluation to be developed in conjunction with OMNI-MEANS) and identify a compensatory mitigation proposal. The scope assumes that compensatory mitigation will consist of payment of in-lieu fees. The scope assumes that the Corps of Engineers will authorize the project under the non-notifying clause of nationwide Permit 14.

5.12 Water Quality Certification/Waiver of Waste Discharge Requirements. If a Corps permit is required for the project, Water Quality Certification must be obtained from the Regional Water Quality Control Board. If waters not subject to Corps jurisdiction are filled, or if work occurs adjacent to streams but outside the ordinary high water mark, the Regional Board would require issuance of a waiver of Waste Discharge Requirements. The same application form is used for either permit, although processing time frames are different.

ENPLAN will draft the application form for project team review. ENPLAN will then revise the application as needed and obtain City staff signatures. The signed document will be submitted to the Regional Board. ENPLAN will then work with the Regional Board to provide additional data they request. A field meeting with Regional Board staff is included in the Scope of Work.

5.13 Streambed Alteration Agreement. The scope assumes that the Department of Fish and Game (DFG) will not require a 1600 Agreement for the project. ENPLAN will consult with DFG and request written concurrence that a 1600 Agreement is not necessary for the project.

5.14 Notice of Intent. ENPLAN will draft a Notice of Intent to obtain coverage under the State of California's General Construction Storm Water Permit. Following project team review, ENPLAN will make any needed changes and submit the NOI to the State Water Resources Control Board. The construction contractor will be responsible for preparing and monitoring implementation of the associated Storm Water Pollution Prevention Plan.

5.15 Oversight and Technical Assistance. OMNI-MEANS will provide assistance to ENPLAN for mapping, displays, construction details, engineering and general support to aid in the effort to gain environmental approval.

PHASE C PLANS, SPECIFICATIONS AND COST ESTIMATES

Task 6 65 Percent Plans and Cost Estimate

Preparation of Construction Drawings and Specifications. This task will encompass the preparation of the 65 percent construction contract drawings and a construction cost estimate. Including in this task will be a submittal to the City at the 65 percent milestone. The scope assumes using Caltrans pre-approved standard open-bottom arch culverts for the wetland crossings.

6.1 65 Percent Plans Submittal (Preliminary Design Plus Following Elements). The 65 percent design submittal is intended to show the detailed design concept and how the majority of the features of the roadway modification project will be addresses.

6.1.1 65 Percent Plans. The following plan sheets and design elements will be included in the 65 percent submittal:

- Title Sheet.
- Alignment data detailing project control as determined in Surveying Task.
- Layout sheet including complete horizontal line work for all roadway and bike path work.
- Drainage layout plan showing drainage ditches and culverts.
- Utility Plans of new and/or relocated utilities. Within the area of the proposed roadway modifications there are utilities that will require relocation/adjustment. If utility relocations are determined to be needed during the preparation of the plans, then design of the relocated facilities is

assumed to be completed by the effected utility company; however, OMNI-MEANS will assist in the layout and will show the relocated utilities on the plans.

- Pavement Delineation and Roadside Signing plans will be provided to show signing and striping details within the project limits.
- Traffic Signal modification plans.

6.1.2 Opinion of Probable Cost. Under this task, an Opinion of Probable cost will be presented.

6.2 Hydrology and Hydraulics Report. Hydrology and hydraulics calculations and report will be prepared for the large drainage culverts within the project limits. A draft reports will be submitted to Caltrans for review and comments. Three (3) copies of the final drainage report will be submitted to Caltrans for their use.

Task 7 Right-of-Way Acquisition

7.1 Right-of-Way Acquisition (Not in Scope). No right of way acquisition is anticipated not included in the scope.

Task 8 Final Plans, Specifications and Estimate (PS&E)

8.1 Cost, Schedule and Scope Review. OMNI-MEANS will meet with the project team to determine the best course of action with regard to managing construction costs within budget and eliminating right of way impacts, delays and costs. It is understood by OMNI-MEANS and the City that an addendum to this Scope of Work may need to be issued to ensure timely delivery of a project within the available funds.

8.2 95 Percent PS&E Submittal. 95 percent PS&E consists of unchecked, substantially completed plans, reports and draft special provisions. The plan sheets prepared as part of the 65 percent submittal will be supplemented with the following design elements as appropriate.

8.2.1 95 Percent Plans. The following plan sheet information will be added in the 95 percent submittal:

- Utility Relocation/Adjustment Details
- Drainage Details/Quantities Sheets
- Additional Construction Details
- Summary of Quantities
- Construction Area signs
- Removal limits for existing facilities
- Standard Plans/Drawings list
- Elevation ‘tags’ for curbs, gutters, sidewalks, ADA ramps, pavements removal/replacement and paving confronts.
- Driveway conforms
- Fence relocation/repair details
- Landscaping repair details

- Stage Construction/Traffic Handling Plans
- Retaining Wall layout, profiles and details

8.2.2 Draft Special Provisions. Draft Special Provisions will be prepared using the 2006 Caltrans Standard Specifications. OMNI-MEANS will prepare the Special Provisions and the standard contract sections (Front End Documents) in conformance with Caltrans Local Assistance Manual requirements for federal-aid projects.

8.2.3 Updated Opinion of Probable Cost. Under this task, the Opinion of the Probable Cost for construction related items will be updated.

8.3 PS&E Approvals and 100% PS&E Submittal. This task addresses the completion of the 100 percent PS&E submittal through plan approval. City and Caltrans comments will be addressed either on the plans, in the special provisions or in writing as appropriate. OMNI-MEANS will also perform an in-house Quality Assurance and Quality Control review before the final PS&E are submitted to the City and Caltrans. OMNI-MEANS will prepare the final Special Provisions and Notice to Contractors Bid Books.

Task 9 Encroachment Permit

9.1 Encroachment Permit. OMNI-MEANS will submit an encroachment permit application to Caltrans on behalf of the City. The scope assumes that Title 24 (ADA) standards will be met and that a Caltrans ADA Design Exception will not be required. The scope assumes that Caltrans will not require any Design Exception approvals for the project. The scope assumes that OMNI-MEANS will meet with Caltrans up to four (4) times to review design details and requirements to facilitate issuance of the required encroachment permit.

Task 10 Furnishing Contract Documents

OMNI-MEANS will provide thirty (30) copies and a reproducible set of the final PS&E documents for bidding purposes.

Task 11 Bidding Services

OMNI-MEANS will assist the City with handling of the Project Bidding and Award of the Construction Contract. This task includes responses to questions regarding the design details during the bid period, preparation of any necessary addendum for project bidders, and a review and recommendation on the award of the project. OMNI-MEANS will be identified as the direct point of contact for questions during the advertising period.

EXHIBIT "C"
PROJECT SCHEDULE
FOR
STATE ROUTE 273 BIKE ROUTE PROJECT

| State Route 273 Bike Route | | | 2009 | | | | | | | 2010 | | | | | | |
|----------------------------|-------------------------|---|------------------|------|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|---|---|
| | | | May | June | July | August | September | October | November | December | January | February | March | April | | |
| PHASE | TASK | | PROJECT SCHEDULE | | | | | | | | | | | | | |
| A | PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | |
| | 1 | Project Coordination, Management & Meetings | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ | █ |
| | 2 | Base Mapping | █ | █ | | | | | | | | | | | | |
| | 3 | Geotechnical Investigation | █ | █ | | | | | | | | | | | | |
| | 4 | Preliminary Engineering | █ | █ | █ | | | | | | | | | | | |
| B | ENVIRONMENTAL APPROVAL | | | | | | | | | | | | | | | |
| | 5 | Environmental Approval | █ | █ | █ | █ | █ | █ | █ | █ | | | | | | |
| B | PS&E | | | | | | | | | | | | | | | |
| | 6 | 65 Percent Plans | | | █ | █ | █ | █ | | | | | | | | |
| | 7 | Right-of-Way Acquisition (Not in Scope) | | | | | | | | | | | | | | |
| | 8 | Final Plans and Estimate | | | | | | | █ | █ | █ | █ | █ | | | |
| | 9 | Encroachment Permits | | | | | | | █ | █ | █ | █ | █ | █ | | |
| | 10 | Furnish Contract Documents | | | | | | | | | | | | | █ | |
| | 11 | Bidding Services | | | | | | | | | | | | | | █ |

NOTES:

1. OMNI-MEANS is not responsible for project delays as a result of lengthy agency review times, environmental approval delays, right-of-way delays or agency funding short falls.

EXHIBIT “D”

**SCOPE OF CONSULTANT SERVICES – ADDITIONAL WORK
FOR
STATE ROUTE 273 BIKE ROUTE PROJECT**

Any additional services will be agreed to in writing, signed by both parties, which will be added as an addendum to this agreement.

EXHIBIT "E"

**COMPENSATION PAYMENT OF FEES
FOR PROFESSIONAL SERVICES
FOR
STATE ROUTE 273 BIKE ROUTE PROJECT**

OMNI-MEANS agrees to perform the services described in Scope of Services for Agency and Agency agrees to compensate Consultant as shown herein.

| PHASES/TASKS | BUDGET |
|---|-----------------------|
| <u>PHASE A PRELIMINARY ENGINEERING</u> | |
| Task 1 Project Coordination, Management and Meetings | \$ 18,000 |
| Task 2 Base Mapping | \$ 22,000 |
| Task 3 Geotechnical Investigation | \$ 6,700 |
| Task 4 Preliminary Engineering | <u>\$ 22,000</u> |
| TOTAL PHASE A TIME AND MATERIALS, NOT TO EXCEED | \$ 66,700 |
| <u>PHASE B ENVIRONMENTAL APPROVAL</u> | |
| Task 5 Environmental Approval | <u>\$ 32,100</u> |
| TOTAL PHASE B TIME AND MATERIALS, NOT TO EXCEED | \$ 32,100 |
| <u>PHASE C PLANS, SPECIFICATIONS, AND ESTIMATES</u> | |
| Task 6 65 Percent Plans and Cost Estimate | \$ 18,000 |
| Task 7 Right-of-Way Acquisition (NIS) | \$ 0 |
| Task 8 Final Plans, Specifications and Cost Estimate | \$ 27,000 |
| Task 9 Encroachment Permits | \$ 5,000 |
| Task 10 Furnishing Contract Documents | \$ 2,000 |
| Task 11 Bidding Services | <u>\$ 6,000</u> |
| TOTAL PHASE C TIME AND MATERIAL, NOT TO EXCEED | \$ 58,000 |
| GRAND TOTAL | \$ 156,800 |

NOTES:

1. NIS – Not in Scope.
2. All charges will be at the OMNI-MEANS standard charge rates for the personnel that perform the work.
3. Outside services (i.e. subconsultants, postage, and reproduction) will be charged at actual invoice plus 5%.
4. Compensation amounts are valid until December 2010. Any work performed after December 31, 2010, as a result of impacts not under the control of OMNI-MEANS, will be adjusted to reflect actual changes in OMNI-MEANS standard charge rates.

BILLING RATES - MAY 1, 2009

| EMPLOYEE | TITLE | CURRENT RATE | EMPLOYEE | TITLE | CURRENT RATE |
|--------------------|---------------------|--------------|--------------------|--------------------|--------------|
| H. Ross Ainsworth | Principal 3 | \$ 216.00 | Keith Mullnix | Project Manager 4 | \$ 167.00 |
| Sergio Arellano | Engineer 2 | \$ 104.00 | Craig Newton | Project Manager 2 | \$ 140.00 |
| Roy Arnett | Inspector | \$ 89.00 | George Nickelson | Project Manager 4 | \$ 223.00 |
| Tarra Avants | Engineer 1 | \$ 84.00 | Eric Nielsen | Surveyor 2 | \$ 75.00 |
| Robert Bangert | Project Manager 2 | \$ 140.00 | Pedro Ornelas | Technician 1 | \$ 66.00 |
| Rich Beatty | IT Manager | \$ 87.00 | Dawn Penman | Engineer 3 | \$ 134.00 |
| Ryan Blais | Engineer 2 | \$ 102.00 | Shyam Puligadda | Engineer 2 | \$ 115.00 |
| Will Bond | Engineer 3 | \$ 112.00 | Jennifer Richards | Accounting Manager | \$ 100.00 |
| Ronald Boyle | Principal 2 | \$ 184.00 | Doug Ries | Principal 2 | \$ 181.00 |
| Monique Cohen | Graphic Artist 3 | \$ 93.00 | Sheila Rivera | Clerical 1 | \$ 46.00 |
| Sam Constable | Marketing Coord 2 | \$ 70.00 | Scott Robertson | Project Manager 3 | \$ 154.00 |
| Lisa Dock | Engineer 3 | \$ 119.00 | Charles Rutter | Project Manager 3 | \$ 166.00 |
| Jerrold Dourlain | Engineer 4 | \$ 140.00 | Jeremy Schmal | Technician 1 | \$ 62.00 |
| David Durette | Engineer 3 | \$ 119.00 | Carlos Silva | Engineer 3 | \$ 138.00 |
| Timothy Eckerman | Surveyor 3 | \$ 110.00 | Linda Snell | Technician 1 | \$ 55.00 |
| Catrina Ferguson | Technician 1 | \$ 59.00 | Wally Snell | Technician 1 | \$ 55.00 |
| Robert Frederick | Resident Engineer 3 | \$ 151.00 | James Stripe | Landscape Arch 4 | \$ 131.00 |
| Peter Galloway | Traffic Engineer 3 | \$ 137.00 | Mahesh Sukumar | Traffic Engineer 2 | \$ 99.00 |
| Michelle German | Clerical 3 | \$ 75.00 | Nicholas Tawa | Engineer 1 | \$ 87.00 |
| David Gutierrez | Surveyor 3 | \$ 108.00 | Brandon Tenney | Engineer 1 | \$ 81.00 |
| Martin Inouye | Principal 3 | \$ 200.00 | Todd Tregenza | Traffic Engineer 1 | \$ 83.00 |
| Nicki Johnson | Landscape Arch 3 | \$ 102.00 | Roger Tripp | Surveyor 1 | \$ 38.00 |
| Kensey Kaminski | Clerical 1 | \$ 35.00 | Jonathan Tsang | Clerical 1 | \$ 39.00 |
| Stan King | Project Manager 3 | \$ 158.00 | Robert Tuma | Technician 3 | \$ 102.00 |
| Jeff Kiser | Project Manager 3 | \$ 140.00 | Michael Ude | Clerical 1 | \$ 39.00 |
| Mary Ann Legg | Clerical 2 | \$ 52.00 | Kamesh Vedula | Traffic Engineer 3 | \$ 117.00 |
| Andre LeMessurier | Surveyor 3 | \$ 84.00 | Lisa Wallis | Project Manager 2 | \$ 140.00 |
| Kurt Link | Surveyor 1 | \$ 45.00 | Eric Warren | Intern 1 | \$ 35.00 |
| Belinda Lozano | Clerical 1 | \$ 40.00 | Joseph Weiland | Principal 2 | \$ 178.00 |
| Raymond Mc Whinney | Field Surveyor 3 | \$ 92.00 | Michael Winton | Project Manager 2 | \$ 138.00 |
| Clara Martinez | Acct 2 | \$ 79.00 | Russell Wenham | Project Manager 3 | \$ 161.00 |
| Paul Miller | Project Manager 3 | \$ 164.00 | Derek Wu | Intern 1 | \$ 35.00 |
| Dennis Mills | Traffic Engineer 2 | \$ 107.00 | Darren Zeillemaker | Designer 4 | \$ 134.00 |
| Gary Mills | Project Manager 2 | \$ 149.00 | | | |
| Eli Morris | Technician 3 | \$ 101.00 | | | |

EXHIBIT "F"
SPECIAL PROVISIONS
FOR
STATE ROUTE 273 BIKE ROUTE PROJECT

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of the CONSULTANT.

A. Minimum Scope of Coverage:

Insurance shall cover:

1. Professional Liability.
2. Comprehensive General Liability.
3. Automobile Liability.
4. Workers Compensation.

B. Minimum Limits of Insurance:

1. Professional Liability: \$1,000,000 errors and omissions.
2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers Compensation: Limits as set forth in the Labor Code of the State of California.

C. Deductibles:

Any deductibles must be declared to and approved by the Agency.

D. Other Insurance Provisions:

The Policies must contain the following provisions:

1. General Liability and Automobile Liability Coverage:
 - a. The Agency, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees and volunteers.
 - b. The CONSULTANT's insurance coverage shall be primary insurance as respects the Agency, its officials, employees and volunteers. Any insurance

maintained by the Agency, its officials, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees and volunteers.
- d. coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. Workers Compensation:

The insurer shall agree to waive all rights of subrogation against the Agency, its officials, employees and volunteers for losses arising from work performed by CONSULTANT for the Agency.

3. All Coverage:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days advance written notice to Agency by certified mail, return receipt requested.

E. Acceptability of Insurers:

Insurance shall be placed with insurers admitted to do business in California and with a Best rating of no less than A+.

F. Verification of Coverage:

CONSULTANT shall furnish the Agency with certificates of insurance coverage with the Agency named as an additional insured, and with original endorsements affecting coverage as required by this Agreement for General Liability, Professional Liability and Automobile Liability. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences.

G. Subcontractors:

CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.