



VENTURA COUNTY TRANSPORTATION COMMISSION

REQUEST FOR PROPOSALS

US 101 – HOV Lane Project Project Approval and Environmental Document Phase

Date Released: July 27, 2017

**Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003**

Proposals are due prior to 4:00 P.M., Thursday, September 14, 2017

TABLE OF CONTENTS

Request for Proposals

US 101 HOV Lane Project Project Approval and Environmental Document Phase

Introduction	3
Background	4
Scope of Work	6
Miscellaneous Contract Terms	15
Appendix A – Proposal Requirements.....	17
Appendix B – Proposal Evaluation.....	20
Attachment 1 – Vicinity Map and existing cross sections.....	24
Attachment 2 – Required Local Assistance Procedures Manual Exhibits.....	30
Attachment 3 – Sample Contract Agreement.....	41

INTRODUCTION

Ventura County Transportation Commission (VCTC) is requesting proposals to select a qualified consultant firm, or consultant team, to provide professional preliminary engineering design and environmental consulting services for the Project Approval and Environmental Document (PA&ED) phase of the US 101 HOV Lane Project.

The US 101 HOV Lane Project in Ventura County between post miles 4.1 and 30.9, will be funded with Surface Transportation Program (STP) dollars requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. VCTC has established a DBE goal for this Contract of 15%. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). Consultants must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. DBE requirements are provided in *Exhibit 10-I: Notice to Proposers DBE Information* and attached to this RFP. The consultant must meet the goal by using DBEs, or if not able to meet the DBE goal, document that a good faith effort was made to meet the contract goal. Good faith efforts must be documented by the consultant using the form in *Exhibit 15-H: DBE Information-Good Faith Efforts* attached to this RFP. In addition, *Exhibit 10-01: Consultant Proposal DBE Commitment* must be completed and included in the proposal package. The purpose of *Exhibit 10-01* is to demonstrate the proposer's commitment to meet the DBE goal set by the local agency. *Exhibit 10-02: Consultant Contract DBE Commitment*, must be completed at the conclusion of cost negotiations, and incorporated into the final agreement. The purpose of this form is to capture DBE participation in accordance with 49 CFR, Part 26. Exhibits 10-01 and 10-02 are attached to this RFP.

Total amount payable to the Consultant shall not exceed \$9,500,000.00 and with a performance period of the contract from the date approved by VCTC to the completion of the PA/ED phase or 12/30/2021 whichever is the lesser.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the VCTC has specifically e-mailed a copy of the RFP to and will be posted on the VCTC website at:

<https://www.goventura.org/rfp-us-101-hov-lane-project-project-approval-and-environmental-document-phase>

It shall be the Consultant's responsibility to check the VCTC website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit five (6) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the VCTC prior to 4:00 p.m., Thursday, September 14th, 2017. Proposals shall be submitted in a sealed package clearly marked "US 101 HOV Lane Project Approval and Environmental Document Phase" and addressed as follows:

Steve DeGeorge, Planning Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Phone: (805) 642-1591 (ext. 103)
Email: sdegeorge@goventura.org

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 p.m., Thursday, September 14th, 2017.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the VCTC to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The VCTC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the VCTC to do so. Furthermore, a contract award may not be made based solely on price. The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the VCTC. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

- Request For Proposal released: July 27, 2017
- Question and Answer Period: August 1, 2017 – August 18, 2017
- Final Release of Responses to Written Question: August 25, 2017
- Deadline for Proposal Submission – September 14, 2017
- Proposal review and evaluation: September 15, 2017 – September 26, 2017
- Oral interviews: October 3, 2017 – October 5, 2017
- Cost Negotiation with first ranked consultant: October 6, 2017 - October 10, 2017
- Pre-Award Audit period begins: October 11, 2017
- Approximate Contract Award and Notice to Proceed: December 1, 2017

Any questions related to this RFP shall be submitted in writing to the attention of Mr. Steve DeGeorge, Director of Planning via email at sdegeorge@goventura.org. Questions shall be submitted before 4:00 PM on August 18, 2017. All questions and answers shall be posted on the RFP solicitation website at: <https://www.goventura.org/rfp-us-101-hov-lane-project-project-approval-and-environmental-document-phase>

A Preproposal conference will be held on August 31, 2017 at Camarillo City Hall Council Chambers, 601 Carmen Drive, Camarillo CA 93010 at 10:30 AM to give the Consultants an opportunity to learn more about the project and ask pertinent questions. This meeting will be led by VCTC and significant project team members from VCTC and Caltrans. Meeting notes shall be drafted but only distributed upon request. Proposers not attending the meeting may request meeting notes but they will not be automatically distributed.

PROJECT DESCRIPTION AND BACKGROUND

US-101 is a major interregional route connecting San Francisco and Los Angeles. In fact, it is the major coastal north-south route that connects the northern, central and southern areas of the State. Regionally, US-101 connects Ventura County's communities and the neighboring counties, and is a part of local mobility and economic wellbeing.

From SR-23 (PM 3.11) to Chestnut Street OH on-ramp (PM 30.10), US-101 chiefly consists of three 12-foot wide mixed flow lanes (MFLs) in each direction and at spot locations there are 12-foot wide auxiliary lanes;

the outside and inside shoulders widths vary from 0 to 10 feet. Between SR-126 (PM 26.39) and SR-33 (PM 30.91), US-101 consists of two 12-foot wide MFLs in each direction.

Due to the projected population growth for Ventura County, currently estimated at $\pm 1\%$ annually, it is anticipated that the forecasted traffic demands will adversely impact the level of service (LOS) along US-101. Hence VCTC is seeking to address future traffic demands within their region and by implementing HOV lanes on the segment of US 101 in Ventura County between post miles 4.1 and 30.9. By the addition of HOV lanes, VCTC proposes to reduce congestion, improve traffic operations, and accommodate future traffic volumes in this area.

A Project Study Report – Project Development Support for the project was developed by Caltrans for VCTC and was approved on December 23rd, 2013. The PSR-PDS, posted on the RFP solicitation website at: <https://www.goventura.org/rfp-us-101-hov-lane-project-project-approval-and-environmental-document-phase> Considered four specific alternatives that address the above mentioned purpose and need of the project. The project capital cost was estimated to be between \$575 million to \$2 billion depending upon the alternative chosen.

SCOPE OF WORK

General:

VCTC is interested in contracting with a Consultant for the Project Approval and Environmental Document Phase of the project.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the VCTC, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to complete preliminary engineering, environmental and right-of-way services as required for the PA&ED phase of the US 101 HOV lane project.

Specifically, the Consultant selected will be required to complete the following tasks:

I. Project Management and Coordination

VCTC is the implementing agency for the Project and Caltrans is the NEPA/CEQA lead agency and the oversight agency for the project working in partnership with VCTC. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities including but not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the VCTC and consultant sub-contractors, and preparing all submissions for the VCTC to submit to Caltrans. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.

A kick-off meeting shall be held by the consultant with VCTC and project partners prior to beginning work to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication. Consultant shall produce a baseline CPM schedule of work and conduct monthly Project Development Team (PDT) meetings in Ventura County with the project team to discuss progress. Meeting agendas and minutes for all PDT meetings will be provided by the Consultant. An updated CPM schedule of work and progress report shall be submitted with each monthly invoice. PDT meetings must occur in Ventura County.

Consultant shall coordinate major project elements or decisions with third parties including Caltrans, VCTC, Cities of Camarillo, Oxnard, San Buenaventura, Thousand Oaks, the County of Ventura and any other agencies or property owners that may provide design input, suggestions or constraints for the project. Project design elements and/or scope may be altered through additional coordination and public outreach efforts. Agenda and meeting minutes for all coordination meetings shall be provided by the Consultant.

II. Public Outreach

a. Public Process

Outreach meetings will be held to address public concerns and invite public inputs on the design and implementation of the proposed project. The consultant shall attend as many public outreach meetings as necessary to complete the PA&ED phase. These meetings include VCTC Commission meetings as well as separate meetings for local agencies, neighborhoods and interested community groups. These meetings may be held outside of normal working hours or held on the weekend.

The consultant shall also lead and attend a separate set of public outreach efforts conducted to meet the required environmental process and Caltrans policies. At a minimum, color schematics (minimum size 24" x 36") of design options, as well as electronic files of images and documents suitable for presentation, will be prepared for presentations. Outreach material must be approved by Caltrans and VCTC prior to being used at the outreach meetings. Input gathered from outreach meetings may contribute to the proposed concept design. Refer to section IVa for details on scoping meeting.

b. Project Website

Consultant shall host a project website page which will provide information to the public regarding the PA&ED phase of the project. The website page shall include items such as project history and development progress, applicable exhibits, overall schedule and milestones, and public feedback and notification sections. The website page shall be maintained and updated monthly as project progress occurs. Consultant shall submit project information to Caltrans and VCTC for review and approval prior to posting any such material on the project website.

III. Preparation Of Caltrans Project Development Documents

a. Preliminary Engineering Studies

Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc. The consultant shall obtain and review available data and information necessary for preliminary engineering design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc. Information sources may include, but not be limited to, VCTC, Caltrans, other local agencies, utilities, and other agencies and organizations.

i. Surveys and Mapping

The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey. The consultant shall provide new aerial base mapping with supplemental field design surveys for the project site location.

All aerial mapping targets, project control points and existing monuments will be tied using total station and GPS methods. Caltrans guidelines for control surveys will be used to constrain the network. All horizontal and vertical control shall be provided by Caltrans District 7 Office of Surveys prior to the beginning of the project. Field work will include setting aerial targets, recovering existing monumentation and making GPS observations. Sufficient monuments will be located such that the record right-of-way of the project

location may be plotted in the project area. This information will be combined into the project base map for preliminary design. Consultant shall process the new aerial topographic mapping through the Caltrans "Checklist A, B, C" process for approval.

ii. Utility Coordination

The consultant shall identify utilities within the project area and combine this information into the project base map for preliminary design. The consultant shall submit improvement plans to utility companies in accordance with their requirements and coordinate with utility companies as required in the PA&ED phase of the project.

iii. Site Visits and Field Reviews

Consultant shall conduct site visits and field reviews as necessary to verify existing geometric features, structures, drainage, signage, striping, and other features. Consultant will document the conditions observed during these site visits through photos, videos, field notes, and field measurements.

iv. Purpose and Need Statement

Consultant shall refine the current purpose and need statement, as described in the approved PSR-PDS, to be consistent with the findings and results of project development through the PA&ED phase of the project.

v. Viable Alternatives

Consultant shall expand on previous studies and further define viable alternatives identified in the approved PSR-PDS including the alternatives discussed in the Traffic Engineering Performance Assessment Report (TEPA) such as Alternative E, Construct auxiliary lanes and modify on and off-ramps. The consultant may propose new and innovative alternatives not already identified in the PSR-PDS, provided it meets the need and purpose of the project and the Project Development Team concurs with the alternative proposed. Consultant shall refine preliminary geometrics for the proposed improvements and evaluate alternative configurations to minimize potential environmental and private property impacts. Consultant shall evaluate alignment alternatives to qualitatively compare cost, connectivity, safety, construction phasing, environmental impacts, right of way and any utility relocation requirements. The findings will be presented through the public process for review and to reach consensus on the preferred alignment alternative.

vi. Nonstandard Geometric Features

Consultant shall check for nonstandard features within the proposed geometrics of the proposed facility to develop a list identifying potential mandatory and advisory design exceptions. The list will be submitted to Caltrans for review and comment. Consultant shall investigate geometric refinements to assess if any nonstandard features can be eliminated. Consultant shall prepare Fact Sheets for advisory and mandatory design exceptions to be requested and work with Caltrans Design Reviewers and functional units to ensure approval of the fact sheets.

vii. Preliminary Engineering Drawings

Consultant shall develop preliminary layout plans indicating travel width, horizontal control, vertical profile, structure locations and right-of-way requirements. Typical cross sections, profiles of alignments and super elevation curves will also be developed.

viii. Preliminary Cost Estimate

Consultant shall prepare a preliminary cost estimate in the current Caltrans 11-page format to provide construction, right-of-way, environmental mitigation, and utility relocation costs to establish funding boundaries for the project. Costs will be based on the new mapping and design data developed during the PA&ED project development phase. Potential cost saving measures shall be investigated.

ix. Permits

Consultant shall identify and formalize the project's permit needs. The project will be required to comply with the requirements of the Statewide Construction General Permit (CGP) and the Municipal Regional Stormwater NPDES Permit (MRP). Consultant shall also identify if wetlands are present at the project site. In the event that wetlands are identified on site, Consultant shall determine the applicable permits from respective regulatory agencies that will need to be obtained prior to construction. Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed in order to obtain an encroachment permit from Caltrans.

x. Stormwater Data Report

The Consultant shall prepare a Storm Water Data Report consistent with Caltrans' Storm Water Quality Handbook - Project Planning and Design Guide and using the most updated template for the report.

xi. Value Analysis Study and Report

Value Analysis is a method for enhancing product value by improving the relationship of performance to cost through the study of function. Caltrans has had many successes in all stages of project development, but have found the best results early. History has shown, to maximize the implementation rates and cost savings of the study, it should be performed before the signing of the environmental document (ED). Just prior to the Draft ED date is best. The Consultant shall prepare and submit a Value Analysis Study and Report following criteria established by Caltrans. The Value Analysis process will involve fourteen activities needed to accomplish the VA Study, organized in three parts: Preparation, VA Study, and Report.

xii. Geotechnical Report

A qualified geotechnical engineer shall prepare a Draft Materials Report. All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. Sufficient borings and material samples shall be taken to determine the road structural section. Consultant shall propose a Traffic Index (TI) for the lanes, and obtain Caltrans concurrence. It shall be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control.

xiii. Drainage Study

Consultant shall prepare preliminary hydrology report for the project area in order to recommend drainage systems adequate for the project improvements. The Project Designer shall meet with VCTC and Caltrans staff to discuss drainage improvements prior to incorporating them into the design. Final recommendations shall be in the form of drainage/storm drain plans and associated cost estimates for these facilities.

xiv. Traffic Management Plan (TMP)

The Consultant shall prepare the TMP for the build alternatives in accordance with the Caltrans TMP Guidelines and TMP Data Sheets.

xv. Traffic Analyses

Consultant shall perform a traffic study that documents traffic volumes for existing, opening day and design year conditions, which may include updating and expanding any previous traffic studies. These volumes shall be reviewed and approved by VCTC and Caltrans before being utilized in the study of traffic operations. The consultant shall provide the Summary and methodology used to develop future demand volumes, Average Daily Traffic (ADT) and peak-hour (AM/PM) volumes, collect and provide accident data, in accordance with Caltrans requirements and include a comparable breakdown of the statewide average accident rates for similar facilities. The consultant shall perform traffic capacity/operational analysis for existing and future years for the proposed improvements, for the Opening Day and Design Horizon Year for the project alternatives.

b. Project Report (PR)

Consultant shall prepare a Project Report in accordance with Caltrans latest guidelines. A Draft Project Report documents the purpose and need for the Project and summarizes key points from the environmental document, project scope, cost, schedule and overall impacts to enable an informed decision to proceed toward the Draft Environmental Document circulation and Project Approval. The Draft Project Report will be revised following circulation, consideration of public comments, and selection of the preferred alignment alternative. The Draft Project Report will be updated and resubmitted as needed for Caltrans approval. The approved Project Report for this project will provide an agreement on the preliminary engineering concept, scope, schedule, and estimated cost of the project.

IV. Environmental Clearance

The PSR-PDS for the project identified the Environmental Document (ED) for the project as an Initial Study-Mitigated Negative Declaration/ Environmental Assessment-Finding of No Significant Impact. In order to allow for greater flexibility in exploring project alternatives and for cost estimate purposes, the Consultant shall assume the ED for the project to be an Environmental Impact Report (EIR)/ Environmental Assessment-Finding of No Significant Impact (EA-FONSI). Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) process, in collaboration with VCTC. Caltrans will make the final CEQA document determination. The Consultant shall prepare a joint NEPA-CEQA Environmental Document (ED) following the Caltrans annotated outline and shall also prepare the necessary technical studies pursuant to CEQA and NEPA requirements. The technical studies shall be prepared for the proposed project, to address, as appropriate, traffic, noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, historic and cultural resources, social and economic changes, parklands and recreational areas, hazardous waste, aerially deposited lead, water quality, energy, and visual effects. The ED and supporting technical studies will be submitted to VCTC and Caltrans, as appropriate, for review and approval. In addition to preparing the environmental documentation, the consultant will also be responsible for CEQA/NEPA public involvement processes.

a. CEQA Documentation

For State environmental clearance under the California Environmental Quality Act (CEQA), the project is assumed to require an Environmental Impact Report (EIR).

i. Scoping Meetings

Consultant shall lead and attend scoping meetings as required for the CEQA process. Consultant shall prepare the outreach material for the scoping meetings as per Caltrans policies and procedures and ensure their review and approval by Caltrans and VCTC prior to the meetings. The Consultant shall prepare any material required for newspaper advertisements and submit to Caltrans and VCTC for review and approval.

ii. Scoping Summary Report

The Consultant shall prepare a scoping summary report to document the scoping activities conducted to solicit input from the public and government agencies, to identify public and agency concerns and to define the environmental issues and alternatives to be examined in the EIR.

iii. Draft Environmental Document

Consultant will submit an environmental document to VCTC for review.

iv. Draft Environmental Document

Consultant will submit an environmental document for Caltrans review with VCTC's comments incorporated or addressed.

v. Public Hearing

Consultant will attend and present findings for EIR at public hearings to allow the public an opportunity to provide input on the project. Consultant shall prepare the outreach material for the public hearings as per Caltrans policies and procedures and ensure their review and approval by Caltrans and VCTC prior to the meetings. The Consultant shall prepare any material required for newspaper advertisements and submit to Caltrans and VCTC for review and approval.

vi. Final Environmental Document

Consultant will submit a final environmental document first to VCTC and then to Caltrans with all the reviews and comments incorporated or addressed.

b. NEPA Document

For Federal environmental clearance under the National Environmental Policy Act (NEQA), the project is anticipated to require an Environmental Assessment-Finding of No Significant Impact.

i. Scoping Meeting

Consultant shall lead and attend scoping meetings as required for the NEPA process. Consultant shall prepare the outreach material for the scoping meetings as per Caltrans policies and procedures and ensure their review and approval by Caltrans and VCTC prior to the meetings. The Consultant shall prepare any material required for newspaper advertisements and submit to Caltrans and VCTC for review and approval.

ii. Scoping Summary Report

The Consultant shall prepare a scoping summary report to document the scoping activities conducted to solicit input from the public and government agencies, to identify public and agency concerns and to define the environmental issues and alternatives to be examined as part of the NEPA process.

iii. Administrative Draft Environmental Document

Consultant will submit an environmental document to VCTC for review.

iv. Draft Environmental Document

Consultant will submit an environmental document for Caltrans review with VCTC's comments incorporated or addressed.

v. Public Hearing

Consultant will attend and present findings for EA-FONSI at public hearings to allow the public an opportunity to provide input on the project. Consultant shall prepare the outreach material for the public hearings as per Caltrans policies and procedures and ensure their review and approval by Caltrans and VCTC prior to the meetings. The Consultant shall prepare any material required for newspaper advertisements and submit to Caltrans and VCTC for review and approval.

vi. Final Environmental Document

Consultant will submit a final environmental document first to VCTC and then to Caltrans with all the reviews and comments incorporated or addressed.

c. Environmental Technical Studies

Consultant will conduct field reviews as necessary to assess existing environmental conditions. Based on further refinement of alignment alternatives, the appropriate environmental technical studies will be completed. The following summarizes several, but not necessarily all, anticipated technical studies that would be required for the preparation of the environmental documentation:

i. Area of Potential Effect (APE) Map

Consultant shall prepare an APE map to initiate the environmental process. The APE map will define the project's environmental footprint, as well as identify proposed right of way acquisitions and temporary construction easements. The APE shall be submitted to the City and Caltrans for approval.

ii. Natural Environmental Study (NES)

Consultant will prepare a NES describing the existing biological environment and how the project alternatives, such as footprint; new right-of-way limits; and areas needed for utility relocation, construction access roads, and construction easements affect that environment. Technical documents, including focused species studies, wetland assessments and biological assessments and wildlife corridor study should be included in the NES. Depending on the results of the NES a Biological Assessment (BA) may also be needed.

iii. Water Quality Assessment Report (WQAR)

Consultant will prepare a WQAR to fulfill the requirements of the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and National Pollution Discharge Elimination System (NPDES). The report should provide data on the water quality, as well as impairments and beneficial uses of these waters, and recommendations for avoidance and/or minimization measures for potentially adverse impacts.

iv. Archeological Survey Report (ARS)

Consultant shall prepare an ASR describing all the sites identified within the survey area and provide understanding of the environment, ethnography, prehistory, and history of the project area. The report should include records from National Register of Historic Places, California Register of Historical Resources, California Inventory of Historic Resources, California Historical Landmarks, and historical mapping.

v. Historical Property Survey Report (HPSR)

Consultant shall prepare a HPSR which documents completion of the identification phase, completion of National Register eligibility evaluation of the resources within the project's Area of Potential Effects, and when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. Supporting documents, such as technical study reports, should be attached to the HPSR.

vi. Historical Reserve Evaluation Report (HRER)

Consultant shall prepare a HRER which documents identification, recordation and evaluation efforts for historical archaeological resources, built environment resources, such as buildings, structures, objects, districts, and linear features. A single HRER may discuss both built and archaeological resources where that is feasible; however, multiple HRERs may be prepared for an undertaking depending on the complexity of resources, degree of effect, or the need to evaluate specific resources.

vii. Hazardous Waste Initial Site Assessment (ISA)

Consultant shall develop an ISA to identify potential or known hazardous materials, hazardous waste, and contamination in the project area as well as the party(ies) responsible, or potentially responsible, for hazardous waste and contamination. The ISA must include a field visit, and historical research on past project area land uses to identify potential sources of contamination. The ISA shall be prepared in accordance with current Caltrans project development procedures.

viii. Paleontology Assessment

Consultant shall provide detailed geologic maps and paleontological databases to determine if further studies are needed. Refer to CEQA and Antiquities Act for more information.

ix. Other Technical Studies

Consultant shall provide a completed Environmental Document Review Checklist and when relevant other technical studies. Consultants should pay particular attention to compatibility with local ordinances especially, Save Open Space and Agricultural Resource (SOAR). Other studies may include but not limited to, the following studies:

- Noise Study Report
- Noise Abatement Decision Report
- Air Quality Review Report
- Bioacoustics Study Report
- Community Impact Assessment Report
- Finding of Effect – Section 106 (Cultural Resources)
- Foundations Report (Geotechnical Engineering)
- Geotechnical Design Report
- Visual Impact Assessment Report
- Storm Water Data Report
- Traffic and Safety Analysis
- Location Hydraulic Study
- Land Use Memo
- Cultural Resources Professionally Qualified Staff (PQS) Review
- Coordination with Native American Heritage Commission (NAHC), if needed
- Cumulative Impacts Analysis
- Subsurface Presence/Absence Testing for Cultural Resources
- Wetland Delineation
- Section 4(f)
- Energy Report
- Wave Up Rush Study
- Sea Level Rise Analysis

d. SHPO Coordination

Caltrans will review and approve all the environmental technical studies and obtain concurrence from SHPO as necessary. The consultant will revise the technical studies to address SHPO comments. If based on the technical studies a Finding of Adverse Effect (FAE) is required, then the Consultant will prepare the FAE and submit to Caltrans for review and address any comments on the FAE. Caltrans will lead the coordination effort with SHPO on the FAE.

e. Coastal Commission Coordination

The consultant shall prepare all the technical studies, permit application and the materials required for coordination with Coastal Commission. Caltrans will lead the coordination effort with Coastal Commission.

f. Miscellaneous

Caltrans will prepare the Notice of Determination (NOD) and the Consultant will submit the NOD to the State Clearing House along with the CDF&W fee within five days of project approval. VCTC will be responsible for the CDF&W fee. Consultant shall provide copies of the FED to all parties identified on a distribution list reviewed and approved by Caltrans. Caltrans will prepare the Statute of Limitations per NEPA and submit it to FHWA.

All records and background information collected as part of the NEPA/CEQA process shall become the property of VCTC and Caltrans District 7 at the completion of the Project Approval and Environmental Document Phase. Examples include original field notes, photographs in hard and digital format, hard and digital copies of text documents in unprotected Microsoft word format, all GIS data in shapefiles readable in ArcMap, and maps in PDF format.

V. Right of Way Determination

The Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Consultant shall coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the underground improvements and easements, centerline, ROW, and private property lines.

MISCELLANEOUS CONTRACT TERMS

Contract Term

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

Method of Payment

Lump Sum Fee with progress payments at defined milestones/tasks. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

General/Design/Environmental/Surveying/Other Standards -

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

Materials to be provided by the Agency - Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in the proposal. Materials (if deemed applicable, necessary, and when available from the VCTC) that may be furnished or made available by the VCTC and where listed in this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the VCTC on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Steve DeGeorge, Planning Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Phone: (805) 642-1591 (ext. 103)
Email: sdegeorge@goventura.org

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

VCTC will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past ten (10) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.

3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. It is expected that the Project Approval and Environmental Document for the project will be completed by December 30th, 2021, however, expedited schedules are preferred with justification for timeline feasibility.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the VCTC that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Caltrans Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information (www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm). The proposing Consultant shall complete and submit the following forms with the proposal to be

considered responsive. These forms and instructions are provided in the Caltrans Local Assistance Procedure Manual (www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm).

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01). **The local agency's current contract DBE Goal 15%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

11. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the VCTC is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the short-listed consultants shall submit a cost proposal in a separate sealed envelope at the time of the interview. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks (Reference sample cost estimate in LAPM 10-H, Example #1, www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm). The amount payable to the consultant for completing PAED phase with EIR/FONSI as the type of ED shall not exceed \$9,500,000.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified consultant. Each consultant's cost proposal will remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to consultants.

Proposing Consultants will be required to submit certified payroll records, as required. Selected Consultant shall comply with Chapter 10.3 of the Caltrans Local Assistance Procedure Manual (www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm) regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a VCTC Selection Committee (Committee). The Committee may be composed of VCTC staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the VCTC Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the VCTC requirements as set forth in this RFP.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
Subtotal:		75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to VCTC needs.
- c. Project and Management Approach

- i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with VCTC
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist VCTC during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- b. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.
- c. It is expected that the Project Approval and Environmental Document for the project will be completed by December 30th, 2021, however, expedited schedules are preferred with justification for timeline feasibility.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the VCTC that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

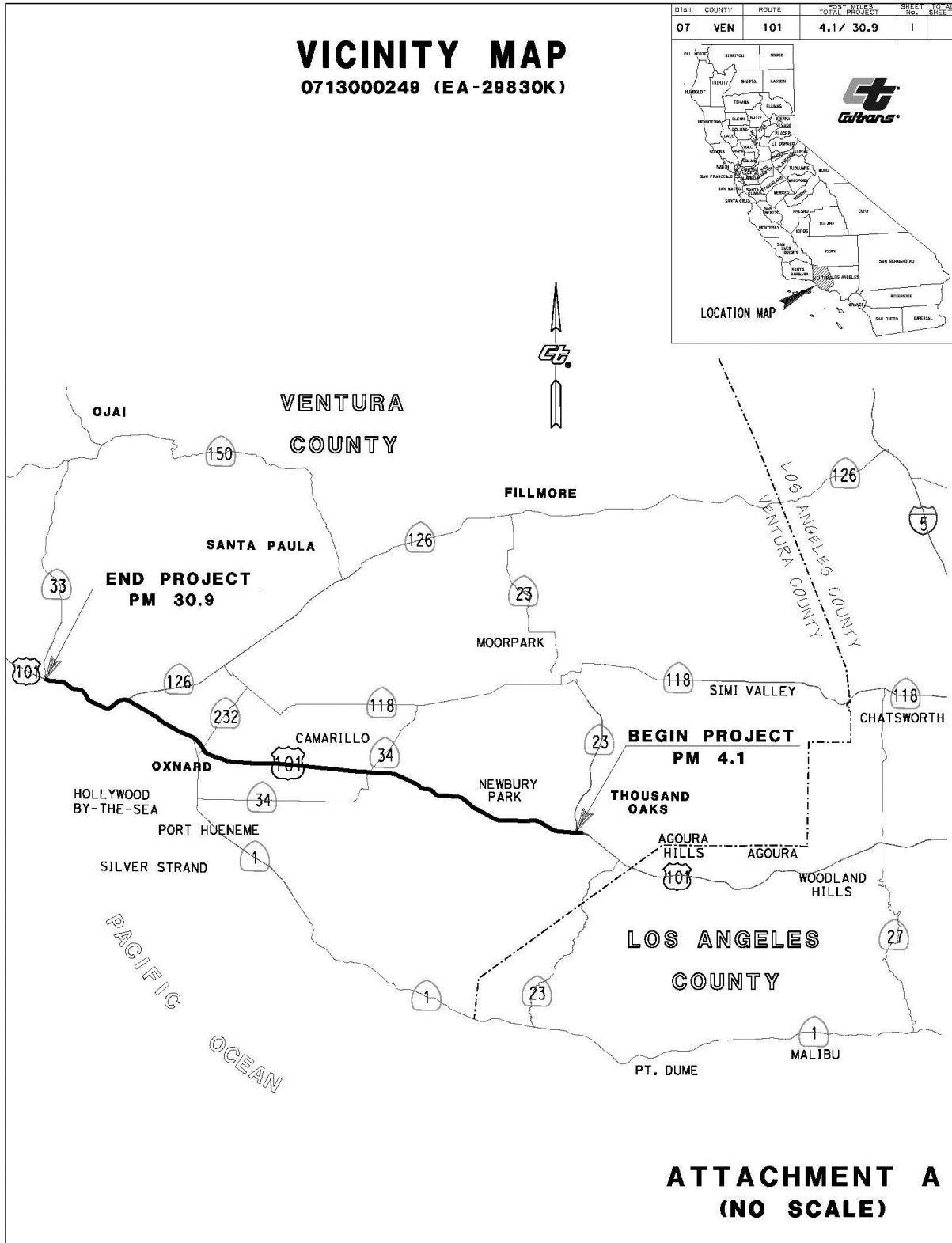
10. Q&A Response to Panel Questions (15 points)

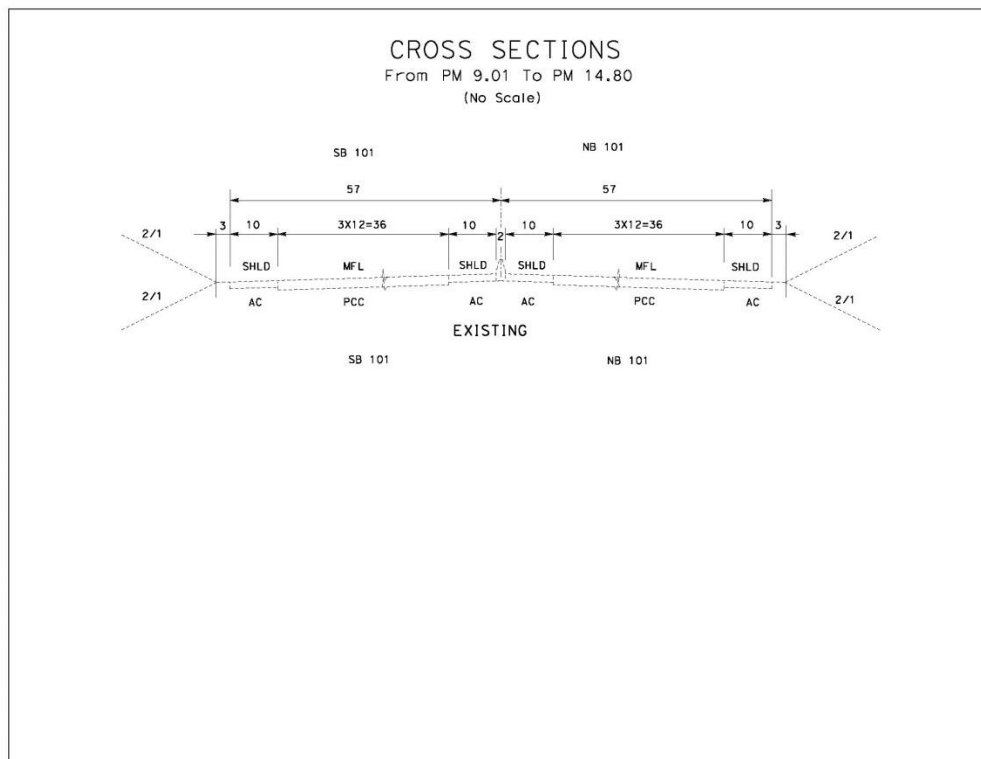
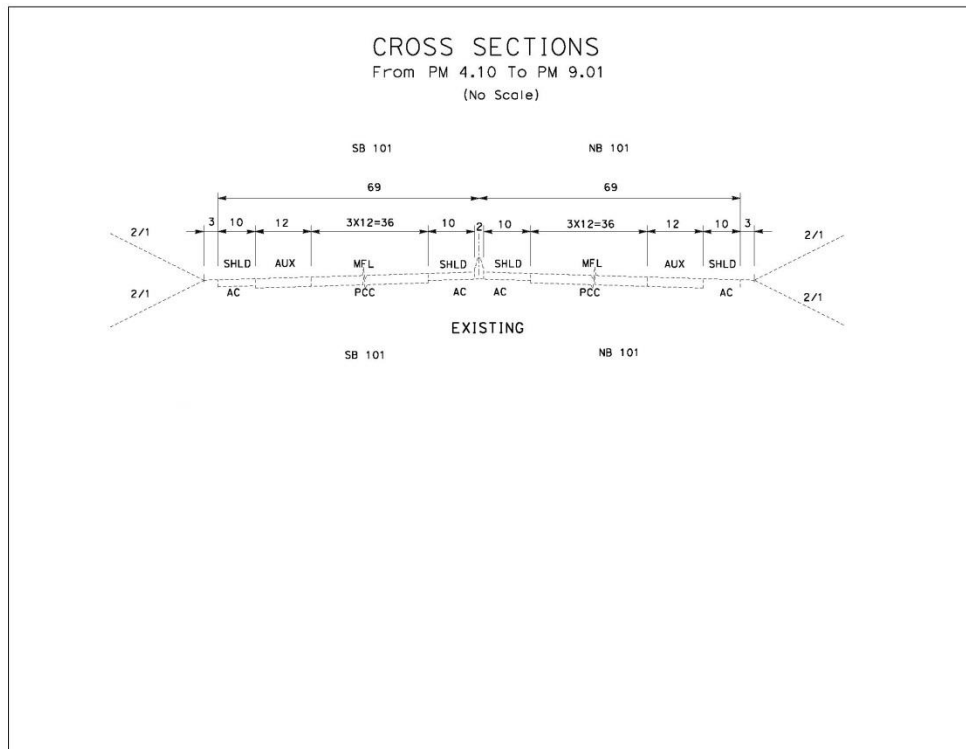
- a. Proposer provides responses to various interview panel questions.

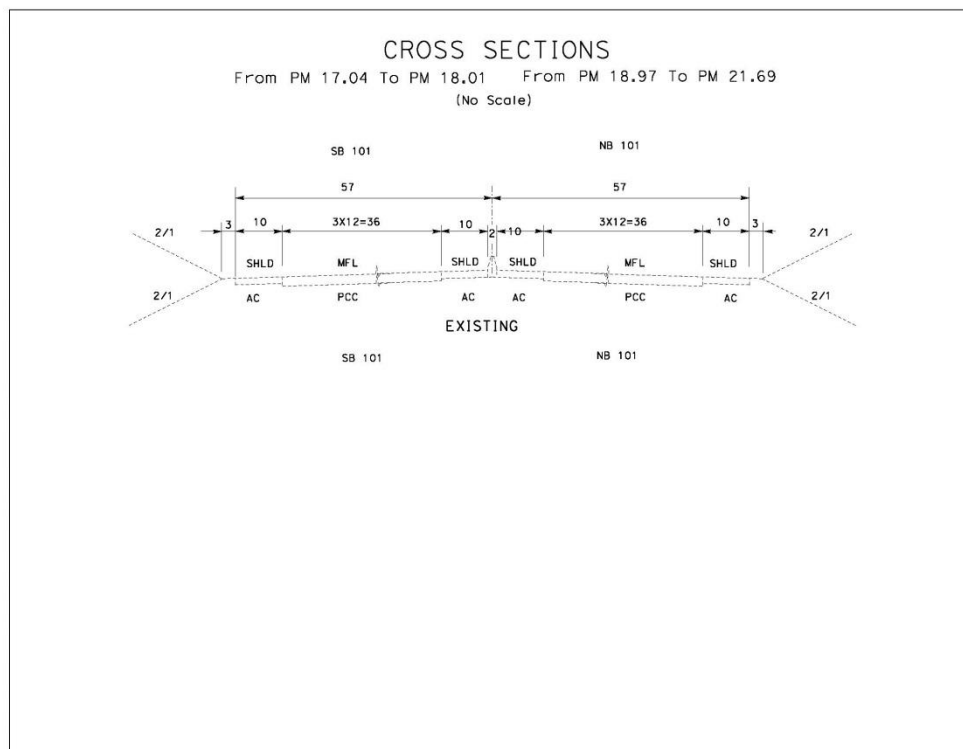
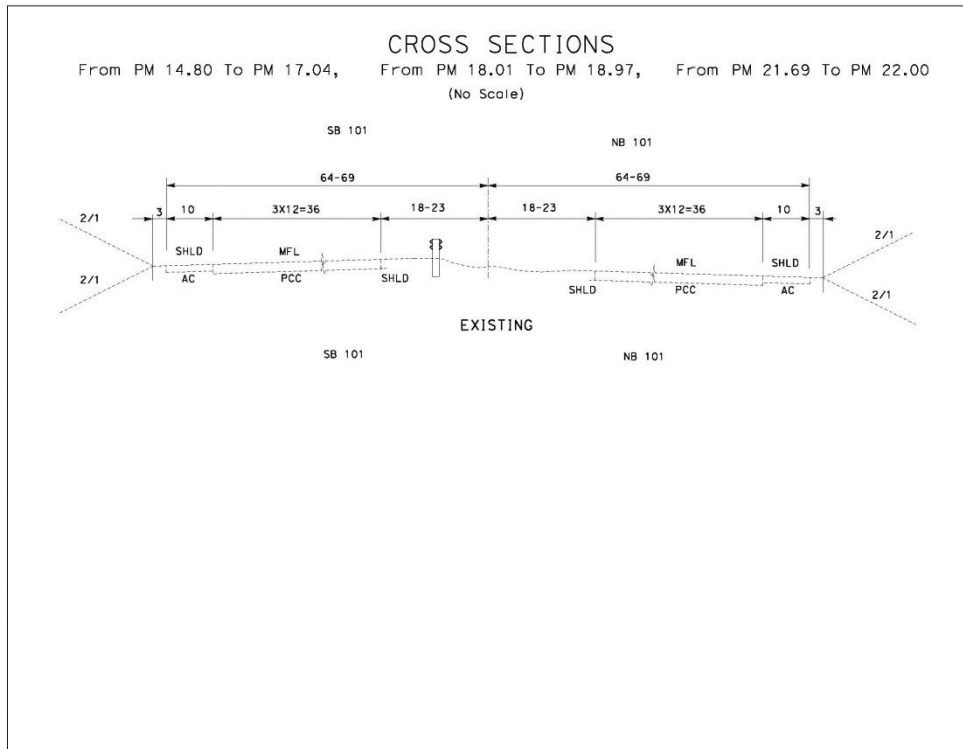
Weighted scores for each Proposal will be assigned utilizing the table below:

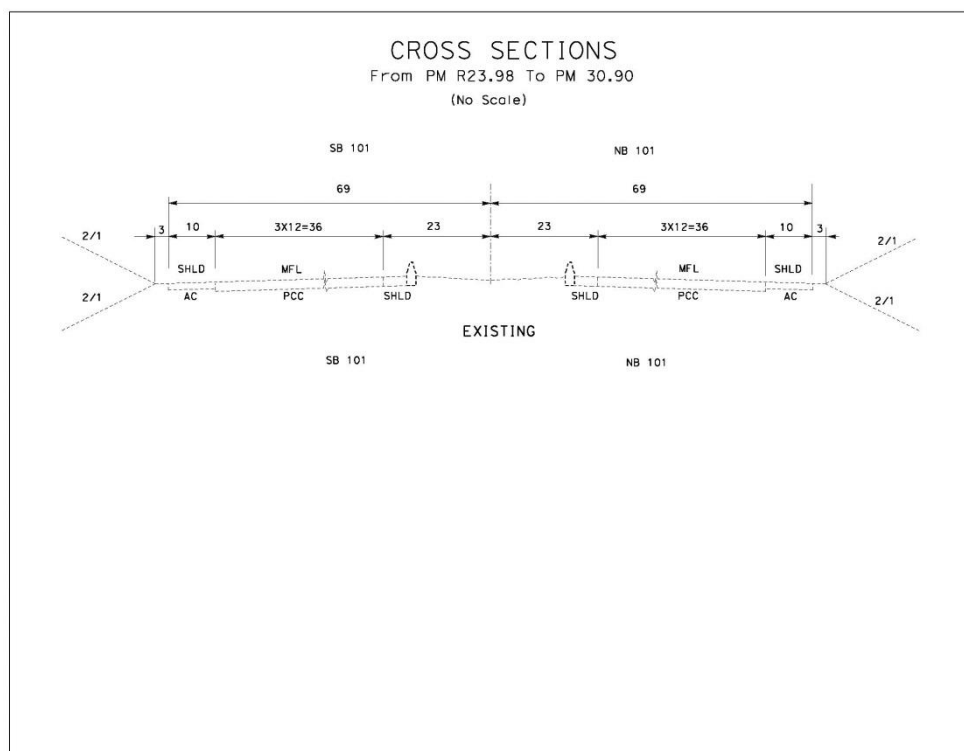
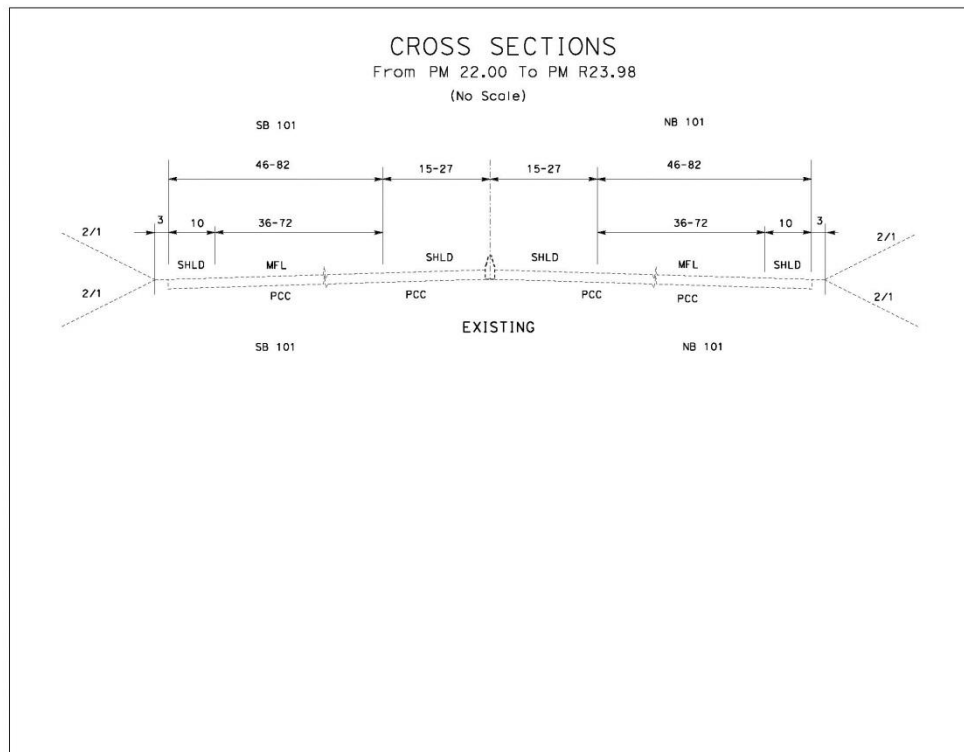
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

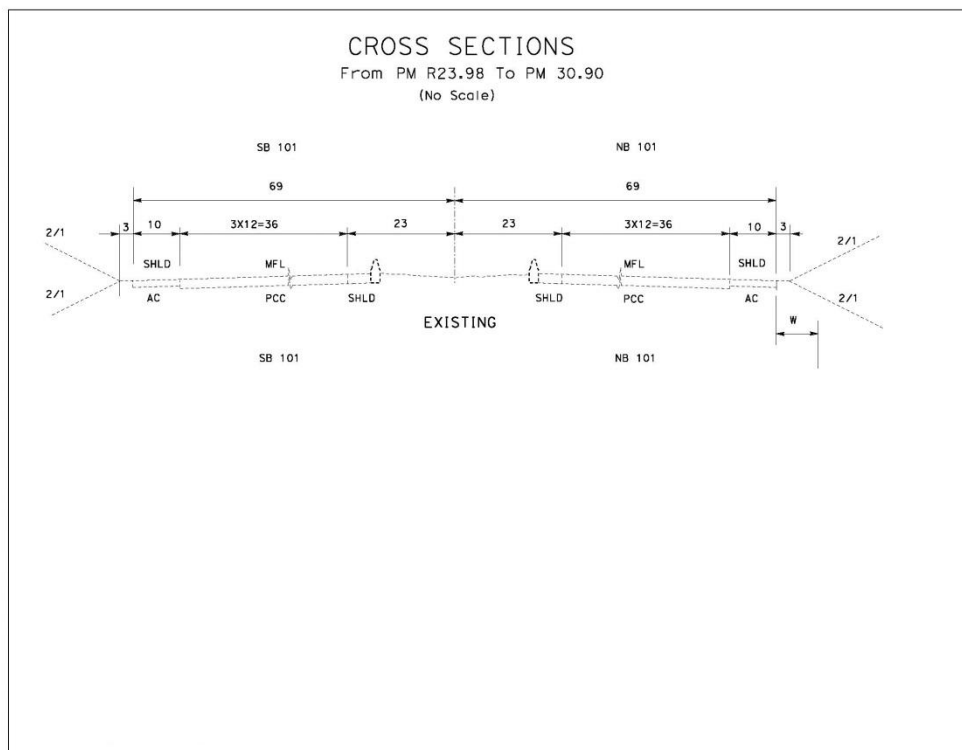
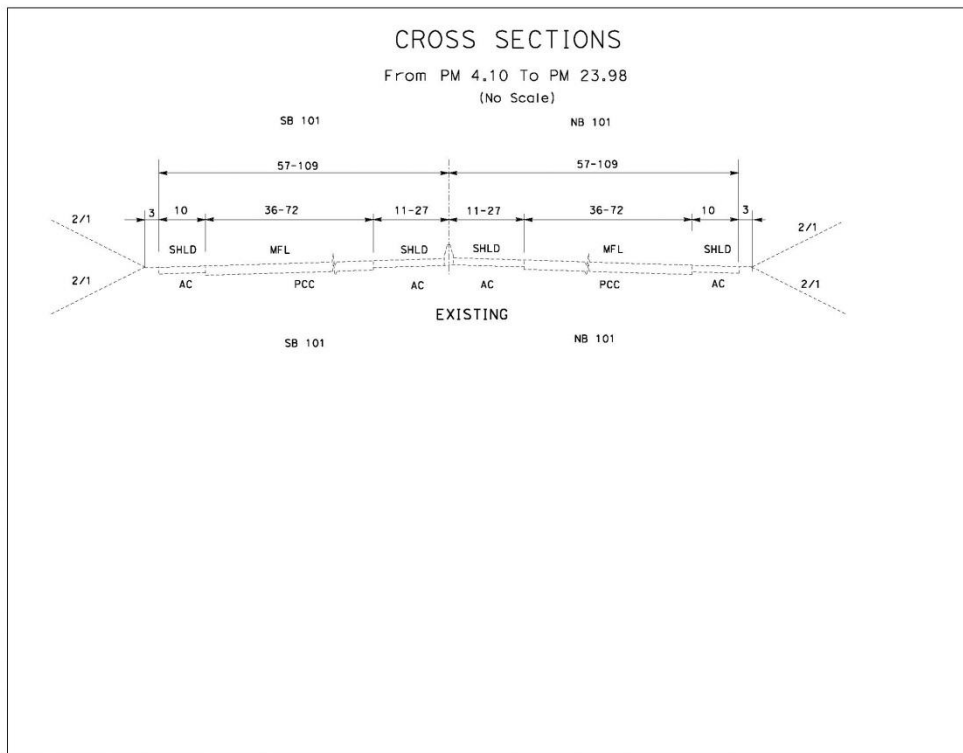
Attachment 1 - Vicinity Map and Existing Cross Sections

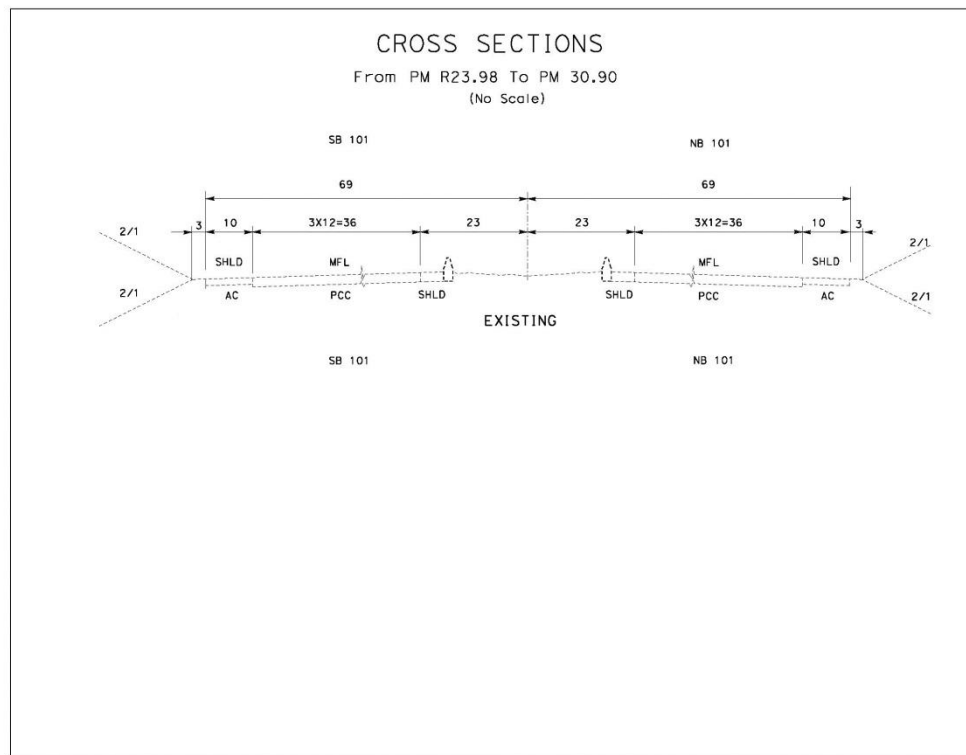
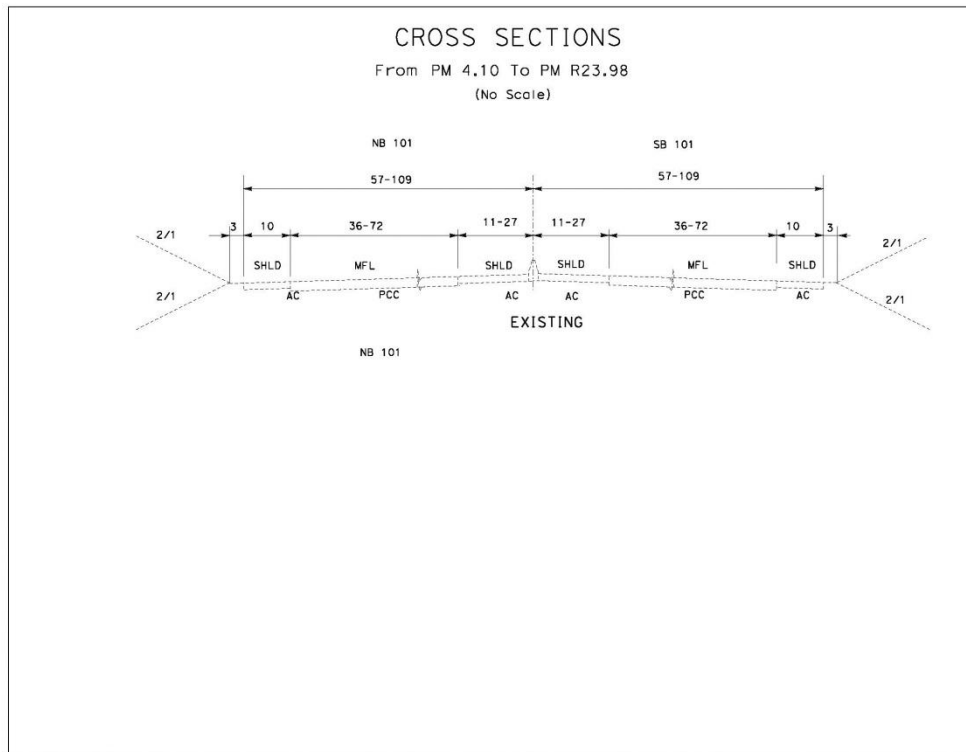












Attachment 2 Local Assistance Procedure Manual Exhibits

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	%
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____	21. Date _____	12. Preparer's Signature _____	13. Date _____
22. Local Agency Representative's Name _____	23. Phone _____	14. Preparer's Name _____	15. Phone _____
24. Local Agency Representative's Title _____		16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Attachment - 3 Sample Contract



**AGREEMENT
BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CONSULTANT
FOR U.S. 101 PROJECT APPROVAL AND ENVIRONMENTAL (PAED)**

ARTICLE I INTRODUCTION

- A. This contract is between the following named, the Ventura County Transportation Commission hereinafter referred to as, VCTC and the following named, _____ hereinafter referred to as, CONSULTANT:
- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless VCTC, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse VCTC for any expenditure, including reasonable attorney fees, incurred by VCTC in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of VCTC.
- E. Without the written consent of VCTC, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

To be Determined

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with VCTC's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by VCTC, and CONSULTANT shall commence work after notification to proceed by VCTC'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on VCTC until the contract is fully executed and approved by VCTC.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by VCTC.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, VCTC shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by VCTC and notification to proceed has been issued by VCTC'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by VCTC'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due VCTC that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to VCTC's Contract Administrator at the following address:

Ventura County Transportation Commission,
ATTN: Mr. Steve DeGeorge, Director of Planning
850 County Square Drive, Suite 207
Ventura, CA 93003
805 642 1591 ext. 103

E. The total amount payable by VCTC shall not exceed \$ XXXXXX.

ARTICLE VI TERMINATION

- A. VCTC reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. VCTC may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, VCTC may proceed with the work in any manner deemed proper by VCTC. If VCTC terminates this contract with CONSULTANT, VCTC shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to VCTC exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the VCTC shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to VCTC.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and VCTC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, VCTC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by VCTC contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by VCTC at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to VCTC final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO VCTC no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between VCTC and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between VCTC and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to VCTC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from VCTC'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by VCTC's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by VCTC.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by VCTC's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by VCTC's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by VCTC's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with VCTC that may have an impact upon the outcome of this contract, or any ensuing VCTC construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing VCTC construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any VCTC employee. For breach or violation of this warranty, VCTC shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING VCTC STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or VCTC appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to VCTC.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to VCTC for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or VCTC governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

- D. VCTC has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by VCTC's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by VCTC's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 15 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as VCTC deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from VCTC and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting VCTC consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to VCTC's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, VCTC has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of VCTC's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by VCTC Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit VCTC, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by VCTC Safety Officer and other VCTC representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, VCTC has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV INSURANCE

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions

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

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's Automobile and General Liability insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

Contractor hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Contractor may acquire against the VCTC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

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

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

Verification of Coverage

Contractor shall furnish the VCTC with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and reasonably approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

Deductibles and Self-Insured Retentions

Contractor shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in VCTC; and no further agreement will be necessary to transfer ownership to VCTC. CONSULTANT shall furnish VCTC all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by VCTC of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by VCTC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. VCTC may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY VCTC's CONSTRUCTION CONTRACTOR

- A. If claims are filed by VCTC's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with VCTC's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that VCTC considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from VCTC. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with VCTC's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to VCTC's operations, which are designated confidential by VCTC and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by VCTC relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or VCTC's actions on the same, except to VCTC's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by VCTC, and receipt of VCTC'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by VCTC. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement

shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

VCTC:
Ventura County Transportation Commission
Darren Kettle, Executive Director
950 County Square Drive Suite 207
Ventura, CA 93003
805 642-1591

Consultant:

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named VCTC, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of CONSULTANT)
(Signature)

(Name of Signer)

Date: _____

(Name of VCTC)
(Signature)

(VCTC) Chair Signer)

Approved as to Form

VCTC General Counsel



Addendum # 1

**REQUEST FOR PROPOSALS
US 101 – HOV Lane Project
Project Approval and Environmental Document Phase**

Proposal Due Date Schedule Change:

RFP Page Three:

Submit six (6) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the VCTC prior to 4:00 p.m., Thursday, September 28th, 2017. Proposals shall be submitted in a sealed package clearly marked "US 101 HOV Lane Project Approval and Environmental Document Phase" and addressed as follows:

RFP Page Four:

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 p.m., **Thursday, September 28th, 2017.**

The anticipated consultant selection schedule is as follows:

- Request For Proposal released: July 27, 2017
- Question and Answer Period: August 1, 2017 – August 18, 2017
- Final Release of Responses to Written Question: August 25, 2017
- **Deadline for Proposal Submission – September 28, 2017**
- **Proposal review and evaluation: September 29, 2017 – October 10, 2017**
- **Oral interviews: October 17, 2017 – October 19, 2017**
- **Cost Negotiation with first ranked consultant: October 20, 2017 - October 24, 2017**
- **Pre-Award Audit period begins: October 25, 2017**
- **Approximate Contract Award and Notice to Proceed: January 5, 2018**



Addendum # 2

**REQUEST FOR PROPOSALS
US 101 – HOV Lane Project
Project Approval and Environmental Document Phase**

Clarifying language to project estimates:

RFP Page Three (3), **Introduction:**

Total **estimated** amount payable to the Consultant ~~shall not exceed~~ **is** \$9,500,000.00 and with a performance period of the contract from the date approved by VCTC to the completion of the PA/ED phase or 12/30/2021 whichever is the lesser.

RFP Page Nineteen (19) **Cost Proposal:**

In order to assure that the VCTC is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the short-listed consultants shall submit a cost proposal in a separate sealed envelope at the time of the interview. Consultants shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks (Reference sample cost estimate in LAPM 10-H, Example #1, www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm). The **estimated** amount payable to the consultant for completing PAED phase with EIR/FONSI as the type of ED ~~is shall not exceed~~ \$9,500,000."

APPROACH

A. Engineering Approach

The concept development for this project will be done in stages getting more detailed as the project progresses.

The first stage will be the Alternatives Analysis. The WSP Team will evaluate the Initial Set of alternatives qualitatively for fatal flaws and lack of responsiveness to the Project Purpose and Need so that the engineering and environmental evaluations that are the basis of the Project Report and EIR/EA can focus on only one or two alternatives.

The WSP Team's approach is to establish the baseline traffic conditions and follow that immediately with the development of the Future No Build travel demand forecasts. Both sets of traffic data will be used in the AA.

The second stage of concept development will be a more detailed geometric development of the one or two alternatives that result from the AA stage. The engineering development will include horizontal geometry throughout the corridor and vertical profiles and superelevation diagrams at locations where the horizontal alignment is substantially different from the existing conditions. Typical sections at regular intervals and cross sections at specific pinch points will also be included in the engineering development. We will use 200 scale half size drawings for all drawing submittals.

Completion of the horizontal and vertical geometry will be used to determine right-of-way impacts and set the project footprint that will be used by our environmental team for the development of the environmental document.

During the second stage of concept development, the WSP Team will prepare a tabulated list of design exceptions – both existing exceptions to remain as well as new exceptions. This table will be included in the Project Report as the Design Standard Risk Assessment matrix.

The third stage of concept development will occur after a Locally Preferred Alternative (LPA) has been determined. Any project changes that result from public and agency comments during the public review period will be incorporated. The WSP Team will also prepare the Fact Sheets for the LPA based on the work that was done in the prior stage. The WSP Team will also coordinate with VCTC for a list of Early Action Projects that could be accelerated for design and implementation based on available funding.

Where the project requires local arterial reconstruction, the WSP Team will engage a “Complete Streets” strategy by coordinating arterial typical sections with local arterial master plans, bicycle plans, pedestrian movement patterns, and (where appropriate) equestrian trails. With input from the local jurisdictions, it may be appropriate to consider wider than minimum sidewalks at locations with significant pedestrian traffic (near schools), or to evaluate reconfiguration of high-speed freeway on-ramps that are not conducive to accommodating pedestrian and bicycle traffic.

B. Traffic Approach

Under the Traffic Analyses Task, the WSP Team will employ a pragmatic and systematic approach to ensure data and analysis accuracy, with the goal of providing evaluations of engineering alternatives based on objective results. The Traffic Analyses will be conducted under four major subtasks:

- Data Collection
- Modeling and Traffic Forecasts
- Traffic Operational Analysis
- Accident Analysis

The results from the four major subtasks will be documented and presented in a comprehensive Draft Traffic Operations Analysis Report (TOAR), which will be submitted to VCTC and Caltrans for review and comments. The WSP Team will receive comments on the TOAR and will revise and finalize the document. In addition, the results

from these subtasks will also be used for supporting the completion of other tasks Traffic Management Plan (TMP), the PR, Traffic and Safety Analysis, and other studies such as air quality and noise impact analyses.

Traffic microsimulations can be used to understand and illustrate specific traffic operational issues that create congestion. A VISSIM model provides a visual representation of corridor traffic that can be used to evaluate one or more potential solutions to determine the one (or more) that does the best job of resolving the congestion issue. These visual representations can be very useful in meetings with the public and with City staff and elected officials because they can show how a specific improvement will (positively or negatively) affect congestion. VISSIM models can be developed as an optional task that can be added to this scope at VCTC's request.

Data Collection

Existing traffic data make up the foundation for all future traffic volume forecasts and analyses. The function of the traffic data collected is two-fold: as a tool for baseline model validation, and to provide a baseline for future traffic volume forecasts. The study corridor is approximately 26.8 miles in length, with 130 freeway on-ramps, off-ramps, truck ramps and connectors, approximately 130 freeway segments, approximately 60 ramp termini intersections, and approximately 60 arterial intersections immediately adjacent to the ramp termini intersections. Due to the scope of the project area, the challenge for this task is to ensure a high level of time and cost efficiency in the data collection effort, while maintaining data fidelity. To achieve this balance, the WSP Team proposes the following approach:

- Prior to conducting the data collection, the WSP Team will, as part of the preparation of the Traffic Analysis Methodology Memorandum, define the exact project study locations.
- The WSP Team will then use the Caltrans PeMS as well as the traffic counts from the Caltrans Traffic Census Program as starting points to determine the availability of traffic volume data along US-101 within the study area. Iteris, an integral team member of the WSP Team, maintains this database for Caltrans Statewide, and has complete familiarity with the details of its reports.
- For freeway mainline locations, where PeMS data is not available, the WSP Team will determine arterial locations with US-101 overpasses where video traffic counts could be conducted.
- As part of the freeway data collection, occupancy counts, truck classification counts, speed data (Inrix), and origin-destination (OD) data (AirSage, StreetLight, or comparable) will be collected.
- For study intersections, the WSP Team will work with VCTC, Caltrans and local jurisdictions to determine availability of traffic counts [within one year of project notice to proceed (NTP)] from any previous traffic studies. For study intersection locations, where existing traffic count is not available, the WSP Team will contract with vendors to conduct peak period turning movement traffic counts. The turning movement counts at ramp termini intersections will be used for freeway ramp analysis as well as intersection level of service (LOS) analysis.
- The WSP Team will perform field work to confirm circulation system geometry including lane widths and turn pocket storage lengths at the study intersections. Other information required for analysis will also be collected from the respective jurisdictions (Caltrans or City or County) and include intersection timing plans for intersections and future geometric plans for all study intersections.

Modeling and Traffic Forecasts

The WSP Team will draft a Travel Demand Forecasting Methodology Memorandum and will provide it to VCTC and Caltrans for review. This memorandum will contain all assumptions related to technical methodologies and tools that will be used for the development of future traffic forecasts, including the project opening year, project horizon year, project alternatives, as well as the forecast volume post-processing methodologies. The WSP Team will receive comments and will finalize the technical memorandum prior to commencing all analyses.

The Ventura County Traffic Model (VCTM) is a multi-modal travel demand model, that includes a 2016 base year and 2040 forecast year and has been developed to include complete network detail for the US-101 Corridor project area suitable for application to this HOV Lane Project. The traditional four-step model is based on the TransCAD software platform and includes complete trip generation, trip distribution, mode choice and traffic assignment modules compatible to the SCAG Regional Model and significantly more zonal and network detail in Ventura County compared to the “parent” SCAG model.

The model will generate long range highway and transit forecasts for the freeway mainline, ramps and all intersections. In addition, the model provides segregated daily and peak period volumes for automobiles broken down by single and multiple occupant (2 and 3+HOV), as well as heavy duty trucks by three gross vehicle weight classifications, as prescribed by the Air Resources Board (ARB). Thus the model will be used to provide daily and peak period HOV demand throughout the corridor as well as ingress/egress and existing and expected origin destination for single-occupant and HOV trips. This will be particularly useful for developing alternative access strategies for the proposed HOV lanes.

If project horizon year is determined to be 2040, the model forecast will be used directly from the 2040 model. If a different year is determined to be the future project horizon year (for example 2045), traffic forecasts will be developed by extrapolating from the 2040 volume forecasts. Interim (Opening year) forecasts will be developed through interpolation of travel demand volumes between existing conditions and future build conditions, as well as verification through SCAG’s interim future socioeconomic data, if available.

For each future traffic analysis scenario, including Opening Year and Horizon Year No project, and all Project Build Alternatives, the WSP Team will generate AM and PM peak period “raw” model volumes for freeway mainline, HOV, weaving segments, ramps and ramp junction intersections. Using the existing traffic counts and existing validated (base year) model volumes, the future opening year and horizon year “raw” volumes will be post-processed per approved Caltrans and FHWA guidelines to produce final future traffic volumes for use in the traffic operation analyses. The post-processed freeway volumes will be flow-conserved throughout the study corridor. The post-processing step will also ensure that ramp termini intersection volumes will be match the freeway ramp volumes, and the closely spaced intersection volumes will be balanced.

Traffic Operation Analysis

Under the Traffic Operation Analysis subtask, the challenges of this task are the size of the project scope and the number of analysis scenarios. To ensure proper management and coordination of this task, the WSP Team will:

- Clearly define the analysis approach prior to conducting the analyses. The WSP Team will prepare a Traffic Analysis Methodology Memorandum outlining analysis approach and assumptions, which will be submitted to VCTC and Caltrans for approval.
- Maintain coordination between engineering design and traffic analysis staff to ensure alternative definitions are properly communicated throughout the project development process.

In accordance with Caltrans guideline, the AM and PM peak hours LOS analyses for freeways will be performed using the density analysis methodology in the Highway Capacity Manual (HCM) 2010. The freeway analyses, mainline, ramp merge and diverge, and weave, will be performed using the Highway Capacity Software (HCS).

In addition, a traffic simulation model of the entire project study corridor can be developed using the VISSIM software. Simulation model would be validated based on FHWA guidelines. The VISSIM simulation model would be utilized for refining the alternative design and to obtain network wide measure of effectiveness such as peak hour travel time and vehicle hours of delay. VISSIM models can be developed as an optional task that can be added to this scope at VCTC’s request.

The WSP Team also proposes to use the Managed Lanes Access Tool (MLAT) for a planning process approach to locating managed lane access for the design of future analysis alternatives. The MLAT combines traffic operation and highway design components with market area analysis and multimodal assessment to select optimal access locations that meet policy, design, operation, safety, and demand criteria.

The AM and PM peak hours LOS analyses of the study intersections will be analyzed using the delay-based HCM 2010 Signalized Intersection or Unsignalized Intersection methodologies depending on the intersection control. The intersection analyses will be performed using the Synchro software.

Accident Analysis

To ensure a comprehensive review of the study corridor, the WSP Team will obtain from Caltrans three years of accident data from the Traffic Accident Surveillance and Analysis System (TASAS) database along the study corridor, and analyze the accident rates and identify any unusual patterns associated with the corridor.

C. Environmental Approach

It is assumed that the technical studies and environmental document will analyze two distinct build alternatives. To satisfy CEQA, Section 4(f), floodplain avoidance, and California Coastal Commission requirements related to alternatives, an alternatives analysis will be undertaken, and will evaluate the extent to which a reasonable range of alternatives would fulfill the project purpose and need and objectives. Provided that there is defensible evidence supporting the assumption that environmental analysis of two build alternatives is appropriate, the alternatives analysis will provide the basis for the inclusion of the two build alternatives in the technical studies and environmental document. The alternatives analysis will be summarized in the environmental document in the Alternatives Considered but Eliminated from Further Discussion section of Chapter 1.

To further comply with CEQA and NEPA requirements to evaluate alternatives to avoid and minimize impacts, the project team will evaluate a reasonable range of design options throughout the US-101 Corridor. These design options will include, but are not limited to, project components such as auxiliary lanes, interchange and ramp design options, and non-standard configurations and refinements.

To facilitate expedited project delivery, certain components of the project (design options) may be identified as early action elements. This would allow these project elements to be implemented as soon as the environmental document is certified and would avoid potential delays that may arise if funding for construction of the entire project is not available. The early action elements could be funded through any combination of local, state, and federal dollars because they have been environmentally cleared through the larger US-101 HOV Lane Project environmental document. These early action elements could be implemented with little to no additional environmental actions required.

D. Outreach Approach

Strategic Public Involvement and Outreach Plans

We will execute this strategy through the initial creation of a Public Involvement Plan, which identifies goals and objectives, key messaging and tools and tactics. This is supported by the creation of Outreach Plans for important milestones, events, public meetings, announcement or stage of the project. These plans provide a menu of tools available and are then tailored for each initiative. For instance, some announcements may need only a press release and website posting. Others may require more, including personal phone calls to key public officials, or e-mails to a further targeted contact list. Others still, may require a public meeting, door-to-door handouts, press conference or sustained engagement through social media sites. Initial research, discussions with the client, and stakeholders, and data gathering are assessed to develop the following:

- **Program Identity** - create a program branding identity, potentially including name, logo and graphic guidelines.
- **Public and Community Engagement** - identify opportunities for the public to get involved and have a say in the project, and on the alternatives presented. Providing public comment opportunities early and often can develop alliances and engagement that will last. Other tactics include: “traveling information booths” that include a poster board and project information sheets to be placed in public places such as libraries, government buildings, community centers, or “pop-up meetings” that are held in community settings such as parks or other neighborhoods.

- **Messaging** – Develop key messages and talking points on topics such as: What is the project; educational handouts; timelines and goals; opportunities for public input; travel benefits; environmental benefits; and, possibly testimonials from supporters.
- **Social Media Platforms** - We are able to develop a turnkey social media outreach strategy that meets the goals of the project and the target audience. Our communications team is a nationally-recognized leader in the area of interactive media outreach, particularly in the use of social media for projects, where we have managed more than 20 highly-successful social media projects for state DOTs across the U.S.

SCOPE OF WORK

With the exception of three tasks listed at the beginning, our scope of work is arranged and numbered per the Caltrans work breakdown structure (WBS). During the life of the contract, any changes that occur to Caltrans' requirements, standards, or Highway Design Manual that increase the Consultant scope of work will be considered out of scope and would be addressed by a contract amendment.

PM – Project Management and Coordination

Throughout the life of the contract, WSP will be responsible for project management activities including, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for VCTC, and preparing all products for VCTC to submit to Caltrans.

PM.05 – Project Controls & Administration

WSP will serve as the prime consultant and will be the primary Team contact with VCTC and other agencies and stakeholders for the delivery of the PA&ED. WSP will manage, direct and coordinate the activities of its subconsultants in support of this effort. We will prepare a Project Management Plan which will include communication/coordination efforts by the Project Manager Richard Hart and the team members and a Risk Management Plan (see PM.35) as part of the overall management of the project.

Assumptions:

- 7.5 hours per week spread between 4 key staff people; 20 hours of subcontract support; 40 hours of project administrator support.

Deliverables

- Project Management Plan
- Projectsolve2 or equivalent data sharing and document control

PM.10 – Kick-Off Meeting

WSP will schedule and host a kick-off meeting within 30 days after NTP that will include VCTC and key stakeholders including Caltrans, the Corridor cities and the County of Ventura. We will use the meeting to:

- Identify critical milestones and mitigation measures
- Review the work program and schedule
- Review communication means and establish an escalation ladder
- Review submittal times

Assumptions:

- 4 hours for kick-off meeting for 5 people; 36 hours of prep time among 3 key staff.

Deliverables

- Draft and Final Agenda; Draft and Final Minutes; Initial Schedule; Communication Plan; List of Submittals

PM.15 – Project Development Team (PDT) Meetings

Monthly PDT meetings will be held in Ventura County at VCTC or other location determined by and agreeable to the PDT membership. Alternatively, some monthly PDT meetings may be held at Caltrans District 7 to allow for easy Caltrans participation. The purpose of these regularly scheduled meetings will be to discuss progress, resolve project issues and coordinate activities. WSP will prepare and electronically distribute agendas at least two working days prior to each meeting. WSP will lead these meetings and will prepare meeting minutes and electronically distribute them to the appropriate parties within five working days after the meetings. WSP will provide hard copies of meeting agendas and the prior meeting's minutes at each PDT meeting.

Assumptions:

- 42 monthly meetings for 3 key staff; 24 meetings for 1 key staff; 18 meetings for 2 key staff; 13 meetings for 1 key staff; 12 meetings for 1 key staff; 6 meetings for 2 key staff; 4 hours per meeting including prep and drive time.

Deliverables

- 42 Agendas; 42 meeting minutes; 42 agenda packages

PM.20 – Stakeholder and Other Coordination Meetings

Individual focused meetings, related to the scope of work described herein, will be held with various agencies and stakeholders involved in the project. This includes VCTC, Caltrans, Cities of Camarillo, Oxnard, San Buenaventura, Thousand Oaks, the County of Ventura and agencies or property owners that may provide design input, suggestions or constraints, estimated to be 20 meetings. These may include State and/or Federal Resource agencies, FHWA, California Department of Fish and Wildlife, California Regional Water Quality Board, US Department of Fish and Wildlife, USACE, Flood Control and Water Conservation Districts, California Highway Patrol (CHP), UPRR and affected utility companies. WSP will prepare and electronically distribute agendas at least two working days prior to each stakeholder and other coordination meeting. WSP will attend these meetings as required and prepare meeting minutes and electronically distribute them within five working days after each meeting in which it attends.

The FHWA considers this project a high-profile project and therefore has retained certain oversight responsibilities as defined in the Stewardship and Oversight Agreement, Attachment A – Project Action Responsibility Matrix. US-101 is on the National Highway System but not on the Interstate system.

Assumptions:

- 20 meetings for 4 key staff; 6 meetings for 1 key staff; 2 meetings for staff; 4 hours per meeting including prep and drive time.

Deliverables

- 20 Agendas; 20 meeting minutes; 20 agenda packages

PM.25 – Scheduling/Progress Reporting/Invoicing

The WSP Team will coordinate with VCTC and Caltrans to prepare and obtain concurrence on the initial baseline project schedule within 60 calendar days following Notice to Proceed (NTP). The WSP Team will develop detailed critical path logic (CPM) schedule for the project and update it monthly. Progress reports will be prepared and submitted every month describing work accomplished during the reporting period, summary of meetings held, and discussion of outstanding issues and action items. The reports will also include an updated CPM schedule and any concerns or significant issues with recommendations for appropriate actions.

The contract budget shall be provided in a work breakdown structure consistent with the scope described herein. Monthly invoices will include costs broken down by the top tier activities. Physical percent complete on these activities will be determined for purposes of establishing earned value.

Assumptions:

- Prepared monthly

Deliverables

- 42 monthly invoices, progress reports and updated schedules

PM.30 – Quality Management Plan

A project specific Quality Management Plan (QMP) shall be prepared and submitted by the WSP Team to VCTC for review and approval within 60 calendar days following Notice to Proceed. The QMP shall include processes and procedures to ensure that the final PA and ED submittals fully conform to the contract requirements. The content of the QMP shall include a detailed description of:

- Roles and responsibilities of the project staff, for the QA and QC processes, communications, and reporting to ensure that the Work conforms to contract requirements
- Specific QC procedures, including descriptions of process steps for technical checking and engineering design verification
- The processes for the WSP Team QA assessments and monitoring of QC activities performed on all engineering and technical support for the documents prior to submittals
- QC communications and documentation to be completed
- ED submittal review comments tracking, response, resolution, and closure processes
- Document Control

The WSP Team's quality program shall be implemented in accordance with approved QMP. The WSP Team's QMP will be maintained and appropriately updated throughout the project. The Project Manager shall ensure that QC procedures are initiated at the start of the project, and that all WSP Team staff and subconsultants implement these procedures. The Project Manager shall be responsible to ensure that appropriate QC reviews are performed on deliverables submitted by the subconsultants.

Assumptions:

- Development of a Project QMP; three updates as necessary.

Deliverables

- Draft and Final QMP

PM.35 – Risk Management

The WSP Team shall coordinate with VCTC and project team members to jointly develop a written plan that enables them to identify, assess, quantify, prepare a response to, monitor, and control capital project risks. The WSP Team will refer to the Project Risk Management Handbook and use the Risk Register template in completing the plan. Potential risks shall be evaluated and discussed by the PDT, and ownership of the risks shall be identified. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify, classify and quantify the risk impacts to the various disciplines. Additionally, the ownership of the risk will also be identified.

Assumptions:

- Development of a Project RMP; quarterly updates.

Deliverables

- Draft and Final RMP
- Risk Register

PIP – Public Information Program

PIP.05 – Public Process

The WSP Team will work with Caltrans and VCTC to determine the appropriate number of public outreach meetings to hold, with the goal of efficiently and effectively engaging the public and receiving meaningful and comprehensive feedback. However, for scoping and budgeting purposes we have assumed 10 general public meetings, two in the Thousand Oaks area, three more in the Ventura area and two more in the areas of Oxnard and Camarillo. These would not include attendance and presentations before local government bodies, including VCTC Commission and cities along the corridor. In addition, we would hold separate invite-only meetings with key local agencies, neighborhoods, community groups, advocacy groups and others as needed. We will work with Caltrans, VCTC and consult with local cities to help determine some of those invite-only meetings. For many of these meetings, we will go to them and as such they may be held outside of normal working hours and on the weekends.

Educating and informing the public about this project, alternatives and the process is a must. As such, we will follow the Caltrans environmental process for such efforts, and enhance with other methods of effective outreach where needed. We will use color boards showing design options, as well as GIS and other electronic files to present options to the public. As part of this, the WSP Team will provide pre-meeting planning that includes the development of an agenda in coordination with appropriate external and internal stakeholders. We will also coordinate with the VCTC project team in the preparation of public meetings/hearings and workshops. Our outreach staff will manage all event planning, including providing a list of available meeting venues within a geographical location that can be approved by VCTC. For all outreach materials to be presented, we will provide drafts to Caltrans and VCTC three weeks prior to the meetings for review.

Assumptions:

- 10 meetings for 2 key employees; 4 hours plus prep

Deliverables

- Graphics, agendas, minutes

PIP.10 – Scoping Meetings

Public Scoping is one of the most important parts of the environmental phase of a project, since it is the first opportunity for public input prior to the environmental analysis. Public Scoping meetings will serve to engage, introduce, and update stakeholders on the US-101 HOV Lane project. Public Scoping meetings will include display of project information (e.g., project display boards, information stations, GIS maps, etc.), a presentation, followed by an open house to learn about the project and ask questions. Public Scoping meetings also provide an opportunity for community members to meet the project team and build a sense of familiarity.

These meetings are important, providing a variety of methods for stakeholders to provide input on the project. This can include general comment cards, surveys, and interactive questions to help gain understanding of each community's wide-ranging concerns. Interpreters (Spanish and other community-specific languages) are always available at the Public Scoping meetings, with a court reporter provided, if necessary. All collateral materials will be provided in English and Spanish, with other languages considered essential per community.

The approach to scoping meetings would include:

- Early development of Meeting Planning, including:
 - Venue pre-planning
 - Pre-meeting activities
 - Meeting collateral materials
 - Vendors
 - A/V (audio/video) presentation needs

- Budget tracking
 - Final reports
- Staffing consciously to ensure everyone has a role (or dual-roles)
 - Addresses any existing concerns on cost for staffing community meetings
 - Bilingual staff will attend meetings, as necessary
- Working with elected officials' offices to stimulate support for meeting attendance
- Sending mailers along the local US-101 corridor announcing scoping meeting and scoping period
- Include surveys at scoping meetings to gather feedback for future meetings
- Provide substantial food to encourage folks to attend, if around dinner time (e.g., vegetables, sandwiches)
- Ensure there is a table for children's activities, as needed
- Stream and record scoping meeting, and post to project website
 - Track views

Any outreach materials produced by the WSP Team will be presented for approval by Caltrans and VCTC prior to being used at outreach meetings.

Assumptions:

- 4 meetings for 5 key employees; 4 hours plus prep

Deliverables

- Outreach materials for review and approval by VCTC and Caltrans staff as well as input from the PDT.

PIP.15 – Project Website

The WSP Team will manage a project website page that will include:

- Project history and development progress
- Applicable exhibits
- Overall schedule and milestones
- Public feedback and notification sections

The WSP Team will maintain and update the website monthly as the project progresses occurs. All material will be submitted to Caltrans and VCTC for review and approval prior to posting on the website.

The WSP Team's in-house production studios are adept at graphic design, web design, photography, video and animation, copywriting, and social media optimization. When all these components come together, we have produced informative, dynamic websites that inform and educate.

Assumptions:

- Development of a website; monthly maintenance if necessary.

Deliverables

- No physical deliverables.

AA – Alternatives Analysis

AA.10 – Determine Baseline Transportation System Performance, Issues, and Study Needs

AA.10.05 – Refine Study Area.

The WSP Team will lead the US-101 Corridor PDT through consideration of the appropriate geography for the corridor and the study area for the US-101 HOV Lane Project. Although all analyses will cover the 26.8-mile corridor

between SR-23 and the SR-33, different levels of analysis will be appropriate for different study area widths. The widest area of influence (the Study Area—approximately 5 miles) should be the limits of the subarea focused model developed and used in task AA.10.20. The areas nearest to US-101, as well as residential areas in proximity to the freeway (the Corridor), should be subjected to the most detailed analysis. The WSP Team will present recommendations supported by detailed rationale for decisions by the PDT.

Assumptions:

- One planner working for 2 weeks mapping the region, study area, and corridor
- 4 key staff members spending a total of 68 hours developing and reviewing the mapping

Deliverables

- A consensus by the PDT on the limits of the Corridor and the Study Area

AA.10.10 – Develop Geographic Information Systems (GIS) Maps/Data.

The WSP Team will develop a US-101 Corridor database from existing in-house data, data collected as part of this project, and additional information supplied by Caltrans, VCTC, and SCAG.

The WSP Team’s existing data, supplemented with other GIS databases, including land use, truck corridors, grade crossings, model forecasts, socioeconomic forecasts, Traffic Analysis Zones, and others, will be incorporated into the US-101 Corridor GIS Database. The GIS databases will be used in conducting the alternatives evaluation, screening analyses, and the EIR/EA.

Assumptions:

- One planner working for 2 weeks collecting informational data and shapefiles and formatting them into a useful map
- 4 key staff members spending a total of 36 hours developing and reviewing the mapping

Deliverables

- GIS Base Maps and “Overlays” (includes selected data gathered throughout the study)

AA.10.15 – Identify and Evaluate Potential US-101 Corridor Issues.

The goal of this task is to establish a consensus on the issues that define the baseline transportation system in the Corridor.

The WSP Team will interview key representatives from jurisdictions in the Corridor, allowing them to identify development plans and potential issues and assess planned projects. The WSP Team has already discussed the project with VCTC, and several of the Corridor cities and stakeholders. While we have gained much insight into the Corridor issues, we can flesh out additional information about how and where the Corridor experiences breakdown conditions.

The WSP Team will also identify local transportation plan improvements identified for US-101 from previous studies. Review of development plans and planned improvements will enable the WSP Team to establish a recommended “baseline” transportation system for analysis of existing conditions and future investments in the VCTM forecast year. These systems will comprise freeway and roadway elements, public transportation, and goods movement components.

Assumptions:

- 2 weeks of analysis for 3 staff
- 1 week of review and meeting prep for 1 senior staff
- 1 PDT meeting; brainstorm with the PDT
- 1 week to document agreed upon issues in a memo

Deliverables

- Documentation of interviews and identification of key issues as input to Existing and Future Conditions Report

AA.10.20 – Evaluate Existing and Future Conditions.

Based on issues identified in the previous task, the WSP Team will establish a set of performance criteria for evaluating existing US-101 conditions and comparing them to future conditions. Performance criteria will address study goals and objectives identified in the Purpose and Need, and will be refined throughout the course of the study to answer key questions and study decision points and as more detailed technical and analytical information becomes available.

Primary measures will focus on mobility issues such as delays, travel times, access, and intermodal connectivity. Since the US-101 Corridor contains a major freight activity center (the Port of Hueneme), some emphasis will be placed on truck access issues, and travel times and travel time reliability. These types of performance measures will be especially useful in the Evaluation of the Transportation System Performance of Screened Alternatives.

The work elements in this Subtask will include:

- Identify a preliminary set of performance measures to assess system deficiencies and the purpose and need for transportation improvements. The performance measures will be qualitative as well as quantitative.
- Evaluate the existing and future No Build conditions using the preliminary measures established above.

Assumptions:

- 2 weeks of analysis for 3 staff
- 1 week of review and meeting prep for 1 senior staff
- 1 PDT meeting; brainstorm with the PDT
- 1 week to document agreed upon issues in a memo

Deliverables

- Draft and Final Report on Existing and Future Conditions within the US-101 Corridor

AA.10.25 –Refine the Purpose and Need Statement.

The results of the previous subtask will be used to refine the Purpose and Need statement from the PSR which states:

“Purpose:

By implementing HOV lanes, this project proposes to reduce congestion, improve traffic operations, and accommodate future traffic volumes in the area.

Need:

Due to the projected population growth for Ventura County, currently estimated at ±1% annually, it is anticipated that the forecasted traffic demands will adversely impact the level of service (LOS) along US-101.”

The evaluation of existing and future conditions will inform the refinement of the Need and can provide some additional specificity to the Purpose if appropriate.

The WSP Team will also prepare a discussion on the independent utility and logical termini of the project.

Assumptions:

- Develop a draft Purpose and Need statement
- Review with PDT
- Revise and publish a Final Purpose and Need statement

Deliverables

- Draft and Final Report on Purpose and Need Statement.

AA.20.05 – Development of Initial Set of Alternatives.

The development of the Initial Set of Alternatives for the US-101 Corridor will be based upon the work done to date in the PSR/PDS and TEPA. These alternatives will include:

- Standard HOV lanes on US-101
- Non-standard HOV lanes on US-101
- Dual HOV lanes on US-101
- Auxiliary lanes (with or without mainline improvements)
- Transportation System Management strategies to increase the efficiency of the existing facility
- Transportation Demand Management strategies to reduce the number of trips in the corridor
- Reversible lanes on US-101

The alternatives in the Initial Set will be defined in terms of their general physical features, operating characteristics, travel and mobility benefits, preliminary capital and operating and maintenance (O&M) costs, and generalized environmental and community impacts at a level of detail needed to support Screening of Alternatives. Maps showing the generalized geographic location of improvements associated with each alternative, as well as diagrams depicting typical cross sections and other significant physical features will be prepared.

Assumptions:

- Develop typical sections of each of the alternatives in the Alternatives Analysis, estimated at 4
- Develop an order of magnitude level of impacts based on the typical section of each of the alternatives throughout the length of the corridor with no special sections for portions of the corridor with additional lanes beyond the typical section and the typical section plus one auxiliary lane

Deliverables

-

AA.20.10 – Screening of Alternatives.

The Initial Set of Alternatives will be screened down to the No Build and up to 2 build alternatives. Screening criteria will be developed that relate to the goals and objectives and Purpose and Need of the study. These screening criteria will be consistent with the ultimate, more detailed evaluation criteria to be used in the evaluation of the Final Set of Alternatives later in the study. However, these criteria will be able to be applied to the larger number of alternatives in the Initial Set and will not require the detailed level of analysis to be performed on the Final Set. Examples of the screening criteria likely to be developed include:

- Traffic congestion relief (improvement in LOS, reduction in VMT, savings in travel delay, enhanced safety)
- Reduction in community traffic
- Impacts to natural environment
- Impacts to physical environment
- Effects on community cohesion
- Capital cost
- O&M cost
- Fundability
- Community acceptability

- Physical feasibility
- Constructability

Based on the typical cross-sections, general alignment, and key physical features of the proposed improvements, a footprint will be developed for each of the build alternatives included in the Initial Set of Alternatives that is based on the PSR and TEPA. Where necessary, geometric sketches will be developed. The purpose of this effort will be to provide sufficient engineering information at a level of detail needed to support the development of “order of magnitude” cost estimates and to identify the relative potential for environmental impacts associated with each of the alternatives.

The comparisons of the build alternatives in the Initial Set across these types of screening criteria will be arrayed in matrix or tabular form to assist in the assessment and interpretation of the information.

The screening information will be presented to the PDT for ultimate decisions as to which alternatives will be carried forward in the Corridor Study for more detailed analysis and ultimately for consideration as the LPA. The screening process will be documented in a Draft Alternatives Analysis Screening Report that will be prepared in preliminary draft form for review and comment by the PDT. The WSP Team will support VCTC in the presentation of screening information and screening results to the PDT and stakeholders, with appropriate visual and text media. The Final Screening Report will be developed after comments are received, including direction from the PDT. We have assumed for the purposes of this scope and fee proposal that two build alternatives will be carried forward for detailed study.

Assumptions:

- Develop list of screening criteria with PDT; weigh each criterion if PDT chooses to do so
- Evaluate Initial Alternatives against the screening criteria
- Develop a matrix that illustrates the screening process
- Present screening to PDT; Agree upon a Final Set of alternatives – assumed to be no more than two

Deliverables

- Draft Alternatives Analysis Screening Report
- Final Alternatives Analysis Screening Report that will identify two alternatives to be studied in the PA/ED.

160 – Perform Preliminary Engineering Studies and Draft Project Report

The WSP Team will conduct preliminary engineering studies that will be used in the development of the draft PR.

160.05 – Updated Project Information / Data Collection / Permit Application

This activity typically includes review of the information assembled and developed during the PID. However, the WSP Team has already invested in reviewing the available data and discussing the project with the project stakeholders.

The WSP Team will collect pertinent information from VCTC, Caltrans, Ventura County and the local municipal jurisdictions, and perform field reconnaissance when necessary, obtaining the necessary encroachment permits. The following available information will be the focus of the Data Collection task:

- PSR/PDS (already obtained)
- Preliminary Environmental Analysis Report (PEAR) (already obtained)
- Recent traffic counts from VCTC, Caltrans, and the Local Municipal Agencies
- Existing as-built roadway geometrics and intersection configurations
- Preliminary project geometrics from the PSR/PDS
- Any other information/documentation used to support the PSR/PDS

Assumptions:

- Request encroachment permit
- Request as-built plans
- Request right-of-way plans
- Request existing reports

Deliverables

- Inventory of existing planning/engineering data
- Study area existing year traffic count information
- Caltrans Encroachment Permit Application and Approval

160.10 – Engineering Studies

To refine the Project Alternatives, and develop the project features adequate for detailed discussion of project impacts in the Project Report and Environmental Document, the WSP Team will prepare the following engineering technical studies:

160.10.10 – Traffic Forecasts/Modeling**160.10.10.05 – Data Collection.**

Under this task, the WSP Team will:

- Collect and conduct freeway mainline twenty-four-hour counts using PeMS and traffic count vendors.
- Conduct freeway truck classification counts so that the effects of truck traffic can be properly considered in the analysis.
- Conduct freeway vehicle occupancy counts to help determine the baseline condition of HOV traffic.
- Collect speed and OD data to help determine the baseline freeway traffic conditions.
- Collect and conduct study intersection peak hour turning movement counts. Traffic counts will be collected during the AM and PM peak periods (two (2) hours per peak period) over one (1) day. The WSP Team will work with VCTC and Caltrans to determine selected study intersection locations where classification peak hour turning movement counts are required.
- Perform field work to confirm circulation system geometry including lane widths and turn pocket storage lengths at the study intersections. Other information required for analysis will also be collected from the respective jurisdictions (Caltrans or City or County) and include intersection timing plans for intersections and future geometric plans for all study intersections.

The WSP Team will contract with vendor(s) to conduct all mainline, turning movement counts, vehicle occupancy data, speed data, and OD data, and provide overall coordination and oversight of the traffic data collection effort. The WSP Team will summarize all the traffic volume data in a Base Year Traffic Volumes Summary Technical Memorandum.

Assumptions:

- The number of elements to be studied has been estimated to include 130 freeway on-ramps, off-ramps, truck ramps and connectors, approximately 130 freeway segments, approximately 60 ramp termini intersections, and approximately 60 arterial intersections immediately adjacent to the ramp termini intersections; these numbers will be confirmed in the Traffic Methodology Memorandum
- The study team will consult the latest Ventura County 2040 CMP and Caltrans' Office of Advance Planning for a confirmation of the acceptable factors that could be utilized in analyzing the different alternatives.

Deliverables

- Existing count data for the freeway mainline and project intersections

160.10.10.10 – Modeling and Traffic Forecasts.

This task will include modeling and traffic forecasting for seven (7) Project scenarios:

- Existing Conditions
- Opening Year Conditions (no build and 2 build alternatives)
- Design Horizon Year Conditions (no build and 2 build alternatives)

Based on the approach outlined in the Traffic Approach Section, the WSP Team will draft a Travel Demand Forecasting Methodology Report and submit to VCTC and Caltrans for review. Upon approval, model calibration and validation will be conducted and a Model Validation Report will be completed. Traffic forecasting will be completed for the nine (9) Project scenarios using the VCTM. The WSP Team will generate daily, and AM and PM peak period “raw” model volumes for freeway mainline, HOV, weaving segments, ramps, and study intersections, and post-process the volumes for use in the traffic operation analyses. The freeway volumes will be converted to passenger car equivalent (PCE) for analysis purposes to consider the vehicle mix through the different segments of the US-101 corridor using available vehicle data by segment and model generated truck classifications. This is important because of the long steep grades at parts of the US-101 corridor. The WSP Team will also generate Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) data of the study corridor for the Project scenarios using the VCTM. This information will be summarized and included as part of the Draft and Final TOAR.

Assumptions:

-

Deliverables

- Traffic Data for Traffic Operational Analysis Report

160.10.15 – Geometric Plans for Project Alternatives.

Once the project goes through the alternative screening process, our team assumes that detailed geometric development will be required for two build alternatives. WSP Team will prepare horizontal and vertical alignments, superelevation diagrams, and typical sections for two alternatives.

The goals of the geometric refinement process will be to:

- Meet Highway Design Manual standards
- Minimize potential environmental and private property impacts
- Develop new and innovative solutions to design issues.

The cost, connectivity, safety, construction phasing, environmental impacts, right-of-way and utility relocation requirements will be compared in the PR and the ED for public and agency review and to reach consensus on the preferred alignment alternative. The plans will be prepared at 100 scale (1" = 100') for full size layout, profile and superelevation sheets (200 scale half size).

Caltrans District 7 has a policy to provide separate HOV on-ramp lanes at all on-ramps that are modified as part of a project. This US-101 HOV Lane Project could become a ramp improvement project. Additionally, the Ramp Metering Unit at Caltrans District 7 may want to add ramp meters to any on-ramp along the corridor that is not already metered. Adding ramp meters to on-ramps also require geometric modifications of the ramp. Currently, on-ramp meter queue storage needs to provide for seven percent of peak hour on-ramp volumes. This could require ramp realignment, or widening. While we understand that the local agencies will want some ramp improvements as part of this project, we have assumed for the purposes of the scope and fee that WSP will modify 30 percent of the ramps within the project limits. We assume the remaining 70 percent of the ramps will not need to be modified, and that the mainline widening will affect only the gore and the first couple hundred feet of the ramp.

Assumptions:

- 2 Build Alternatives as identified by the AA

- 26.8 miles = 141,504 feet. Cut Sheets at 200 scale (11x17) is 3,000 LF per layout sheet = approximately 50 200-scale sheets per Alternative = $50 \times 2 = 100$ Layout sheets.
- Assume 80 hours per layout sheet which includes design and drafting, and address Caltrans comments. $100 \times 80 = 8,000$ hours. Assume average billing rate of designer is \$150 per hour = \$1.2 million.
- Profiles are only required at the ramps that are being modified, not the mainline.
- These also will be prepared at 200 scale (11x17). One sheet per ramp that is modified.
- Assume there are 26 interchanges, each with 4 ramps (some have more), and 30% of those are being modified. This is 32 ramps being modified. Since there are several loop and direct on-ramp combinations, assume 42 ramps will be modified.
- $42 \text{ profile sheets} \times 60 \text{ hours per sheet} = 2520 \text{ hours at } \$150 \text{ per hour} = \$378,000$
- Assume 1 typical section per mile, and 1 typical section at each interchange (either for the mainline or ramp) = 2 per mile $\times 27 = 54$ cross sections. 2 per sheet = 27 sheets. Assume 30 sheets to be conservative.
- 50 hours per sheet includes design, drafting, address Caltrans comments = $1500 \text{ hours} \times \$150 \text{ per hour} = \$225,000$.

Deliverables

- Geometric Exhibits for Review
- Cut Sheets for inclusion in the Draft and Final Project Report

160.10.15.05 – Modified Access Report

If determined to be necessary, the WSP Team will develop a Modified Access Report (MAR) to document the modification and reconfiguration of interchanges. A MAR would be prepared in accordance with FHWA and Caltrans guidelines to document the modification / reconfiguration of interchanges at various locations mentioned in PSR/PDS. This is considered an optional item and is not included in the scope of work.

Below are excerpts from Chapter 27 of the PDPM relating to Modified Access Approval.

“The following access changes to Interstate System facilities require FHWA approval:

- New freeway-to-freeway interchange
- New service interchanges providing access between a non-freeway local roadway network (arterial, collector, or local road) and the Interstate
- Modification of freeway-to-freeway interchange configuration (for example, adding new ramps or abandoning/removing ramps)
- New partial interchanges or new ramps to-from continuous frontage roads that create a partial interchange
- Modification of existing interchange configuration, such as adding a loop to a diamond interchange
- Completion of basic movements at partial interchange (for example, completing a partial diamond interchange by adding a ramp)
- Locked gate access
- Abandonment of ramps or interchanges
- Access to special use lanes such as high-occupancy vehicle, high-occupancy toll (HOT) or truck only lanes (from the street network) within the Interstate System
- Relocation of a terminal of a ramp to a different local road

- Changes in operation of managed-lane access to general-purpose access to the Interstate

Generally, a change in the interchange configuration is considered a change in access even though the number of access points may not change. For example, replacing one of the direct ramps of a diamond interchange with a loop, or changing a cloverleaf interchange into a fully directional interchange is considered modified access for the purpose of applying FHWA policy.

The following access control modifications to Interstate System facilities may not require approval under FHWA policy:

- Shift of a ramp's location within the same interchange configuration, which results in ramp spacing that meets the design standards contained in the HDM.
- If the interchange is reconfigured in such a way that the travel patterns change with the same number of access points, coordination of the project should be performed with the FHWA.
- Addition of lanes to an on-ramp. However, based on coordination with the FHWA, analysis of the potential consequences of this change on the safety and operational performance of the Interstate may be required.
- Addition of left-turn storage lanes, right-turn storage lanes, and through travel lanes at the terminus of existing ramps.
- Relocation or shifting of the existing on-ramp or off-ramp termini (such as moving the ramp end that connects with the local road) along the same roadway.
- Addition of a single auxiliary lane between two adjacent interchange ramps where the single auxiliary lane does not function as a mainline travel lane.
- Modification of the length of acceleration or deceleration lanes involved with any ramp.
- Improvements or changes to intersection control at ramp termini with local roads should be reviewed to ensure that the changes in the signalization do not result in queue spillback on to the mainline lanes of the Interstate and that sufficient storage is provided.
- Implementation of ramp metering or other active control of vehicles entering the Interstate System.
- Construction of new signing, striping, and/or resurfacing of an Interstate on-ramp or off-ramp, where geometric features are not changed.
- Installation of roadside guardrail and concrete barriers (such as for resurfacing and safety projects).
- Construction of overpasses or grade separation structures without ramps along Interstate facilities. The approval of air-rights over Interstate facilities is addressed as part of the location and design concept acceptance with the NEPA process and approval of plans, specifications, and estimate.
- Changes in access between managed lanes and general purpose lanes on the Interstate.
- Temporary modification to an interchange required for stage construction.

Coordination with the FHWA California Division Office is strongly recommended.”

Assumptions:

- One report for all modified access locations

Deliverables

- Draft Modified Access Report
- Final Modified Access Report

160.10.15.10– Intersection Control Evaluation (ICE) Screening and Engineering Analysis.

If determined to be necessary, the WSP Team will perform an assessment / screening of different control strategies at modified intersections.

Caltrans has a statewide policy requiring an Intersection Control Evaluation (ICE) to be performed at all ramp terminal intersections (intersections under Caltrans jurisdiction) if an intersection is to be modified as part of a project. This includes studying if a roundabout would work at that given intersection. Typically for low volume roadways, roundabout work nicely, however they require more physical space than a signalized or stop-controlled intersection, creating right-of-way impacts. For higher-volume local roadways intersecting a ramp terminus, such as a 4-lane arterial, the roundabout at that intersection would need to have 2 or 3 circulating lanes. This could have potentially very large ROW impacts and safety and operational concerns.

For the purposes of this scope and fee, we have assumed this project will modify 30 percent of the ramps in the corridor, and therefore the WSP team will perform the ICE Analysis on 30 percent of the ramp terminus intersections using the four-step process described below:

Four Step Screening Process for Ramp Terminus Intersections**STEP 1: Volume Based Screening**

If the local roadway arterial is six or more through lanes (three in each direction), thus requiring a roundabout of three or more circulating lanes, or if the traffic volumes would require three or more circulating lanes, the roundabout would screen out, and no further investigation will be performed.

The reason why a three-lane roundabout is not recommended is for safety concerns. In this case, a signalized intersection would perform safer than a three-lane roundabout, considering vehicles, bicyclists, and pedestrians. The way we determine the required number of circulating lanes of a roundabout is by counting the entering vehicles at peak hour and using the FHWA Roundabout Informational Guide criteria.

STEP 2: Operational Screening

If a ramp terminus intersection passes Step 1 and requires a roundabout of one or two circulating lanes, the WSP Team will run a Roundabout Level of Service Calculation using Sidra software or equivalent. This level of service will be compared to the signalized or stop-controlled level of service.

If another intersection control provides better traffic operations, the roundabout intersection control screens out and no further analysis will be performed.

STEP 3: Safety Assessment

If a roundabout appears to provide a better level of service and traffic operation than other intersection controls, a safety assessment will be performed using Caltrans' Collision Cost Analysis (CCA) methodology. Caltrans District 7 used to perform this assessment exclusively in-house, but is now training consultants on this process. The safety of the roundabout is assessed for all users: vehicles, bicyclists, and pedestrians. If the roundabout does not provide safe performance, the roundabout would screen out and no further analysis would be performed.

Collision Cost Analysis (CCA) will only be performed if Caltrans provides the inputs required for the analysis. That includes a 5-year accident history at the intersection, which is not typically included in the 3-year TASAS accident data that Caltrans provides. Right of Way costs associated with the roundabouts will be estimated. Construction costs of the roundabout will also be estimated for the purposes of the CCA, and no separate cost estimate calculation will be included in the CCA.

STEP 4: Right-of-Way Screening

If a ramp terminus intersection passes Steps 1-3, the footprint of the roundabout will be drawn up. Geometric criteria of roundabout sizes from the FHWA Roundabout Informational Guide will be used. Right-of-way impacts will be considered and discussed with the local agency. If the right-of-way impacts of the roundabout are too great as determined by VCTC and the local agency, the roundabout intersection control will screen out.

Assumptions:

- 42 intersections for ICE analysis as identified in the AA.
- Drawing roundabout at each location and preparing exhibit = 16 hours per location.
- Sidra LOS Analysis = 8 hours per location.
- Collision Cost Analysis (CCA) = 8 hours per location. It is assumed that Caltrans will provide the necessary inputs for the CCA, including 5-year accident data within the study intersection.
- ICE Analysis write up per location = 8 hours.
- Addressing Caltrans comments per location = 8 hours.
- Total hours per location = 48 hours per location x 42 locations = 2016 hours x \$150 per hour = \$302,400

Deliverables

- Draft and Final ICE Screening Memo

Draft and Final ICE Engineering Analysis Report

160.10.20 – Value Analysis.

The VA study will comply with NHS VA mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, “Value Analysis” of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

The VA study will be performed using the activities as defined in the Caltrans VA Activity Chart. The list of VA study participants will be developed by VCTC and WSP and may include representation from:

- VCTC
- Caltrans
- WSP Team
- Key outside project stakeholders
- Local transportation agencies
- Local municipal agencies
- Environmental permitting agencies

The VA study will be scheduled in accordance with the guidelines established by Caltrans. A pre-study meeting will be scheduled no later than the week prior to the start of the study. The study workshop will occur over a one week period and will conclude with an Initial VA Presentation on the final day. A Preliminary VA Study Report will be prepared within two weeks of the study workshop. Once the Preliminary VA Study Report has been reviewed by the project stakeholders, an Implementation Meeting will be conducted to resolve the dispositions of the VA alternatives presented in the report. Within three weeks of the Implementation Meeting, a Final VA Study Report that documents the decisions made will be prepared and circulated.

If all VA alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days, detailing what work needs to be completed to develop the final disposition of the VA alternatives, who is responsible for this action, and when it is due. The WSP Team will follow up with the responsible parties to resolve these open items. Once all items have been resolved, the Final VA Study Report will be completed.

Assumptions:

- The VA Study will be conducted as part of the AA

- 4 consultant members for a 5 day VA Study (160 hrs x \$170 per hour = \$27k)

Deliverables

- Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide)
- Preliminary VA Study Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition
- Final VA Study Report as specified in Caltrans VA Report Guide – Third Edition.

160.10.25 – Hydraulics/Hydrology Studies.

There are four major drainage work products:

- Conceptual Hydrology Study / Drainage Concept Plans
- Structures Preliminary Hydraulics Report
- Rapid Stability Assessment
- Location Hydraulic / Floodplain Report

These work products are not interchangeable, nor do the analysis overlap. Where information from one study can be used in more than one location, it is noted below.

160.10.25.05 – Conceptual Hydrology Study/Drainage Concept Plans.

The WSP Team will identify drainage impacts including the relocation or realignment of adjacent channels, storm drains, retention/detention/retarding basins, and determine the drainage improvements for on-site and off-site drainage facilities. This will be identified in coordination with Water Quality Best Management Practices and is required for each build alternative. The WSP Team will conduct field reconnaissance of the project to study the existing drainage facilities. Impacts on and replacement of these facilities will be analyzed and included in the cost estimate. Caltrans drainage will be reviewed to assess the adequacy of the existing systems. Caltrans and County drainage systems will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. The WSP Team will coordinate with other agencies regarding their plans for drainage improvements affecting the project. Improvements to Regional Drainage Systems (i.e. Reinforced Box Culverts and Pipe Culverts larger 42-inches) will be identified in the Conceptual Drainage Report and shown on the Conceptual Drainage Plans as an appendix to the Conceptual Drainage Report. The PA&ED drainage plans will be prepared in plan view only—drainage profiles, drainage details, and drainage quantities will not be prepared. The drainage plans will display the existing and proposed regional drainage systems schematically with information to identify the existing pipe sizes and probable proposed pipe diameters. Details of any special structure required in the conceptual drainage design will be provided.

Off-site hydrology for cross culverts and drainage features is not anticipated to be required by Caltrans for the PA&ED. The condition of off-site culverts will be researched through Caltrans to obtain the culvert inspection reports. Information regarding historic flooding will be researched with the cities and Caltrans to accurately program the probable construction costs and considerations.

On-site hydrology and inlet sizing will not be performed for the corridor. The costs for on-site drainage inlets and pipes will be estimated on a per-lane-mile basis using data from PS&E projects on similar facilities recently completed or currently in-progress. This approach will allow for accurate programming of the drainage costs without requiring detailed drainage plans for small facilities. Using recent projects for this comparison will thereby include the time of concentration minimum of 5-minutes per the June 26, 2006 update to the Highway Design Manual (changing the minimum Tc from 10 minutes to 5 minutes). NOAA Atlas 14 will be used to determine the ratio of design intensities to adjust for spatially varied rainfall intensities between the sample projects and the US-101 project.

Infiltration testing will be deferred to PS&E for any permanent treatment BMP sites.

Assumptions:

- The level of effort for this task assumes 1.5 weeks (60 hours) of FTE for each mile of the 27-mile corridor.

Deliverables

- Conceptual Drainage Report with strip maps of the Regional System Drainage Improvements.

160.10.25.10 – Structures Preliminary Hydraulics Report.

The WSP Team will perform preliminary scour and hydraulics analysis on the proposed bridge widenings at the South Branch of Arroyo Conejo, Borchard Road Overcrossing, Arroyo Conejo Creek, Arroyo Calleguas Creek, and Beardsley Wash. Results of the analysis will be summarized in a Preliminary Hydraulics Report for each water course. Please see the included FEMA floodplain plans in Appendix B.

Discharge values will be obtained from the FEMA Flood Insurance Study or Ventura County Watershed Protection District (VCWPD) and will not be updated for this project. Hydraulics will be based on an existing electronic hydraulic model (i.e. HEC-RAS or WSPG) to be provided by VCWPD. Cross sections to reflect the proposed project will be added or edited. If electronic versions of the hydraulic models are unavailable, recreation of hydraulic models or data entry of channel models from paper copies will be addressed by a separate amendment. Geotechnical investigation is not anticipated to be accomplished during PA&ED. Channel scour will be evaluated on a preliminary basis using grain size parameters obtained from VCWPD.

Assumptions:

- The Santa Clara River Bridge will not need to be widened as part of the project
- 5 Bridges over waterways; 667 hours x \$150/hour = \$100,000 or \$20,000 per bridge

Deliverables

- Five (5) Preliminary Hydraulics Reports for:
 - South Branch of Arroyo Conejo
 - Borchard Road Overcrossing
 - Arroyo Conejo Creek
 - Arroyo Calleguas Creek
 - Beardsley Wash

160.10.25.15 – Hydromodification/Rapid Stability Assessment (RSA).

The WSP Team will document findings of a Level 1 Rapid Stability Assessment for the proposed bridge widenings at the South Branch of Arroyo Conejo, Borchard Road Overcrossing, Arroyo Conejo Creek, Arroyo Calleguas Creek, Santa Clara River Bridge and the Beardsley Wash, and ten (10) regional cross culverts. If a Level 2 or Level 3 analysis is required, or if more than ten (10) regional cross culverts require an RSA, this will be addressed via an amendment. The RSA procedure will follow the Caltrans Hydromodification Requirements Guide.

Assumptions:

- This level of effort estimates that 16 locations are likely necessary for RSA, six stream crossings and ten regional cross culverts. The regional cross culverts are the 48-in and larger cross culverts that may outlet on-grade at the toe of fill. This level of effort assumes 2.5 weeks (100 hours) of FTE for each location. Included in the level of effort is the anticipated field work on a 27-mile corridor involving four staff, working in pairs for at least five days to perform the field work on the sixteen sites. An RSA report will be prepared within the RSA budget.

Deliverables

- Sixteen Rapid Stability Assessments:
 - South Branch of Arroyo Conejo
 - Borchard Road Overcrossing

- Arroyo Conejo Creek
- Arroyo Calleguas Creek
- Beardsley Wash
- Santa Clara River Bridge
- Ten (10) Regional Cross Culverts

160.10.30 – Highway Planting Design Concepts – Project Aesthetics & Landscape Master Plan (PALM).

The WSP Team will work with Caltrans and the cities to develop a corridor-specific, city-centric aesthetics and landscape plan that differentiates US-101 from other corridors, and highlights each of the cities that US-101 runs through.

Caltrans Landscaping has a plant palette that will be the basis for the landscaping plan. That plant palette will be tailored specifically for each city so that the plantings will be unique to each city, but cohesive along the corridor.

Additionally, project aesthetic features such as structures, retaining walls, hardscape, fencing, pilasters, lighting, slope pavement, and noise barriers will be considered in conjunction with the cities to create a unique sense of place while at the same time being cohesive with the other jurisdictions along the corridor.

The work plan will consist of:

- Meeting with Caltrans landscape to discuss any existing corridor themes/plans and confirm the standard plant palette and aesthetic applications
- Meeting with each city to customize the landscaping and aesthetic treatments
- Developing initial concepts for review with Caltrans
- Revising the initial concepts with any comments received from Caltrans
- Confirming the revised concepts with the cities
- Finalizing the report

Assumptions:

-

Deliverables

- Draft and Final Project Aesthetics & Landscape Master Plan

160.10.35 – Traffic Operational Analysis.

Under this task, a total of seven (7) scenarios will be analyzed:

- Existing Conditions
- Opening Year Conditions (Alternatives 1 – 3) (no build and 2 build alternatives)
- Design Horizon Year Conditions (Alternatives 1 – 3) (no build and 2 build alternatives)

The outputs from the Data Collection and Modeling and Traffic Forecasts subtasks will form the inputs for the traffic operation analysis. In accordance with Caltrans guideline, the WSP Team will perform freeway mainline, merge/diverge, and weaving AM and PM peak hour LOS analyses for the seven (7) scenarios using the HCM 2010 methodologies with the HCS software.

The WSP Team will perform intersection AM and PM peak hour LOS analyses for the seven (7) scenarios using the HCM 2010 methodologies for signalized and unsignalized intersections with the Synchro software.

As an optional task, the WSP Team can develop a traffic simulation model of the entire project study corridor using the VISSIM software to refine the alternatives and obtain network wide measures of effectiveness such as peak hour travel time and vehicle hours of delay.

The WSP Team will use the Managed Lanes Access Tools in conjunction with freeway HCM and VISSIM analysis to help refine project alternatives, specifically with identification of ingress and egress points for HOV facilities.

As part of the Traffic Operation Analysis, the WSP Team will conduct research on existing and future planned transit services and facilities, and park-and-ride facilities within the study corridor. This will help inform and address demand and policy needs within the corridor, specifically with the HOV alternatives.

The WSP Team will document the outcome of the above Traffic Operation Analysis in the Draft TOAR to be submitted to VCTC and Caltrans for review and comments. Based on the comments, the WSP Team will revise and submit a Final TOAR.

Accident Analysis.

The WSP Team will obtain from Caltrans three years of accident data along the study corridor, and analyze the accident rates and identify any unusual patterns associated with the corridor. The accident results will be summarized and presented as part of the Draft Traffic Report and submitted to VCTC and Caltrans for review and comments. Based on the comments, the WSP Team will revise and submit a Final Traffic Report.

Assumptions:

- In addition to the proposed Density Analysis, the TOAR will evaluate the performance of the different alternatives based on Demand vs. Capacity (V/C), Vehicle Miles Traveled (VMT), delay analysis and moving people vs. vehicles for the HOV lane(s) assuming the data is available from the VCTM.
- For off-ramps, the analysis will consider actual storage capacity vs. actual discharge rate at ramp termini to reach a clear and accurate determination of their performance and to make a reasonable prediction about backups to mainline beyond the 85th percentile limit.
- For on-ramps, the analysis will study integrating a comprehensive ramp metering strategy to evaluate the efficacy of metering the entire corridor.
- Auxiliary lanes will not be considered as capacity handling lanes when studied in the build alternatives.
- A comprehensive weaving and merging analysis with and without auxiliary lanes will be employed as a viable performance measure for them.
- The Safety Analysis typically uses three years of TASAS data. If deemed appropriate by the PDT, the Safety Analysis will consider extending the study period to either 74 or 60 months to attain a more accurate and realistic picture about the safety performance of the study corridor.
- Criteria for evaluating the performance of the standard vs. non-standard lanes will be discussed with Caltrans' Traffic Engineering.
- The criteria could include but is not limited to: variation in average speeds, impact on LOS, safety, elimination of shoulders and its impact, and geometric features.

Deliverables

- Traffic Analysis Methodology Memorandum
- Traffic Volumes Summary Technical Memorandum
- Model Forecast Methodology Memorandum
- Traffic Report

160.10.40 – Updated Right-of-Way Data Sheet.

Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative for review by VCTC, Caltrans and pertinent cities. Potential impacts associated with the proposed mainline typical sections shall be delineated via right-of-way lines on appropriate base mapping.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, relocation assistance, etc.).

Caltrans will provide guidance on valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

A Right-of-Way Data Sheet will be prepared for each alternative to document costs related to right of way needs in accordance with the Caltrans Right of Way Manual, Chapter 4, “Estimating.”

A preliminary cost estimate will be prepared for an estimated 500 parcels, which will cover two build alternatives.

Assumptions:

-

Deliverables

- Proposed Right-of-Way Lines Delineated on Geometric Plans
- Right-of-Way Data Sheets for each build alternative

160.10.45 – Utility Locations Determines for Preliminary Engineering.

The WSP Team will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Contacts will be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made.

The WSP Team will utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the build alternatives. This work will also identify low- and high-risk utility areas within the Project limits. Utility potholing is not included as part of this scope of work.

The products of this work effort will be incorporated into the Utility section of the Right-of-Way Data Sheet.

Assumptions:

- Preparing Utility Encroachment Policy Exceptions is not included in this scope of work, and is typically required during the PS&E phase.

Deliverables

- Preliminary impacted utilities delineated on Layout Plans
- Preliminary Cost Estimate of utility relocations/impacts associated with the build alternatives

160.10.50 – Railroad Coordination.

The WSP team will provide the services of a senior specialist to serve as the railroad coordinator, to act as a direct liaison with the UPRR, Amtrak and SCRRA railroad companies, and with Caltrans Office of Structures Design (OSD). In this region, the SCRRA operates the Metrolink Ventura passenger rail service. The railroad coordinator will assist in determining the level of involvement of the railroad companies, and will request railroad conceptual approval of the proposed geometrics at locations where railroad involvement is necessary, for the Build Alternative.

Along the proposed project corridor, five existing railroad crossings have been identified. The tables below show the location, type of crossing and any potential impacts located within each city. The first four are in Ventura, with the PM 13.68 crossing being in Camarillo.

Ventura

Crossing Location / Name	Type of Crossing	Potential Impact
PM 30.01 / Ventura UP and Chestnut Street On-Ramp OH	Railroad Bridge No. 52-0237 (UPRR, Amtrak)	Existing skewed bridge: total replacement if freeway cross section is widened and outer retaining walls are moved.
PM 27.25 / Lemon OH	Railroad Undercrossing (UPRR, Amtrak)	Freeway bridge widening above existing tracks
PM 24.34 / Montalvo OH	Railroad Undercrossing (UPRR)	Freeway bridge widening above existing tracks
PM 23.98 / Montalvo Spur OH	Railroad Undercrossing (SCRRA, UPRR)	Freeway bridge widening above existing tracks

Camarillo

Crossing Location	Type of Crossing	Potential Impact
PM 13.68 / Camarillo OH	Railroad Undercrossing (SCRRA, Amtrak, UPRR)	Existing Camarillo Metrolink and Amtrak station: Freeway bridge widening above existing tracks

A meeting and site visit will be coordinated with rail agencies to obtain railroad operational requirements and to discuss potential issues that can be identified before the design progresses. Any potential issues should be noted and resolved during the design process. It will be important that any freeway structure widening over existing railroads maintain temporary falsework vertical clearance of 22'-6" and permanent vertical clearance of 24'. If at any time access to railroad right of way is required, a qualified railroad employee must be present.

A major coordination item during the PA&ED will center around Bridge No. 52-0237, the Ventura UP (Figure 38). Although the WSP team will aim to avoid impacting the existing structure, in the event the preferred alternative includes a total replacement of this bridge, involvement with UPRR and Amtrak will be crucial. Replacement of the bridge will require a shoofly track design to maintain current railroad operations while the bridge is being constructed.

Assumptions:**Deliverables**

- Meeting notes as needed

160.10.55 – Multi-modal Study.

The purpose of this study is to present the current and proposed multimodal solutions that can be implemented to improve overall mobility within the study area. This multi-modal study will focus on:

- Bus Transit Options
- Bicycle Routes
- Pedestrian Traffic
- Signal Synchronization on Parallel Routes
- Ramp Metering
- Local Arterial Capacity Improvements

(Park and Ride Lots will be the subject of a separate evaluation – see WBS 160.10.60.)

The Existing Conditions section of this study will document those multi-modal features of the corridor that exist in the base condition as well as those that are reasonably expected to be in place prior to the project opening year. The Proposed Solutions section will document recommendations for project features that are consistent with adopted local and regional planning documents, and are additional to those described in the Existing Conditions section.

Assumptions:

Deliverables

- Draft and Final Multi-modal Study Memorandum

160.10.60 – Park and Ride Study.

Because this project includes an HOV alternative, the availability of sufficient Park and Ride facilities will be relevant. The WSP Team will verify the viability of the existing Park and Ride facilities and make recommendations for future additional Park and Ride enhancements if necessary. The Park and Ride enhancements will not be integral elements of the project but will be advisory to VCTC's overall Park and Ride implementation plan.

Assumptions:

Deliverables

- Draft and Final Park and Ride Study Memorandum

160.10.75 – Updated Materials Information / Preliminary Materials Report.

Using available prior geotechnical information, following data will be gathered in support of a preliminary materials report: (a) existing pavement sections, (b) acceptable and safe slope ratios used in prior projects to avoid erosion and foundation problems, (c) performance of existing drainage / culvert structures, and (d) availability of structural section materials.

Based on the results of available field data, laboratory test results and analyses, and available historic data, a Preliminary Materials Report will be prepared in general accordance with Topic 114 of the Caltrans Highway Design Manual and Caltrans Test Method 130. Following topics will be covered in the preliminary materials report:

- General information consisting of project description, climatic conditions and regional geology
- Existing facilities and proposed improvements
- Roadway and culvert foundations
- Cuts and excavations
- Embankments
- Corrosion Investigations
- Structural pavement design based on assumed R-Values or prior R-Value tests data taken in the project's vicinity
- Suitability and types of materials available for the project
- Material specifications

The preliminary materials report will be submitted to VCTC and Caltrans for review. If necessary, the WSP Team will attend comment resolution meeting with reviewers. Upon receipt of comments the preliminary materials report will be revised and resubmitted for approval.

Assumptions:

Deliverables

- Draft and Final Preliminary Materials Report

160.10.80 – Updated Geotechnical Information.

For the WSP Team to obtain and review available data and information necessary for preliminary engineering design, some coordination is required with VCTC, Caltrans, other local agencies, utilities, and other agencies and organizations. It is assumed that VCTC will provide a third-party coordination personnel in setting up meetings with the above-mentioned stake holders and facilitate the data retrieval including:

- Bridge inspection reports
- Available conceptual plans
- Available geotechnical, geologic, seismic, groundwater data
- As-built log of test borings and existing bridge general plan information and
- Existing pavement structural sections and R-values and Tis used for design

It is assumed that all data will be transmitted to the WSP Team in electronic format such as CADD or Portable Document Format (PDF) format.

For structures, where data is not available, the WSP Team will identify those structures and suggest preliminary-level exploratory investigation and laboratory testing, to establish the preliminary design values.

Several Site visits are required during the data gathering phase of the development of SPGRs, DPGR and Draft Materials Report. It is assumed that VCTC will provide a third-party coordination personnel to obtain required permits and that all the permit fees will be waived.

Assumptions:

- No subsurface field investigations.

Deliverables

160.10.80.05 – Structure Preliminary Geotechnical Reports.

As a part of PA&ED the WSP Team will prepare a SPGR to accompany each APS (see task 160.10.85) in general accordance with Caltrans MTD 1-35 (2008), in support of APS report. SPGR will be prepared based on a review of:

- Bridge inspection reports
- Available conceptual plans
- Available geotechnical, geologic, seismic, groundwater data
- As-built log of test borings and existing bridge general plan information and
- A Site visit

The SPGR will include the following information:

- Location plan or strip map of the overcrossing
- Aerial photos of the project site
- As-Built drawings of the existing overcrossing
- Scope & possible structure type
- Proposed foundation locations
- Types of foundations being considered

- Subsurface conditions, including groundwater
- Geologic hazards
- Seismic Information
 - Fault rupture potential
 - Design Peak Bedrock Acceleration (PBA)
 - Design earthquake magnitude (M)
 - Soil Profile Type
 - Potential for liquefaction, lateral spreading and other secondary seismic hazards
- Feasible foundation type(s) for the site
- Potential construction issues
- Initial corrosion evaluation

During the SPGR study, a subsurface exploration program will be further evaluated and the permit / access requirements will be better identified. It is further assumed that some Geotechnical coordination efforts will be required for the preparation of PA&ED document by structural engineers. It is further assumed that for all the impacted structures, as-built and subsurface information are available.

Preliminary Analysis and Reporting

Geotechnical analysis and design will be performed for the Impacted Structures. Analyses will utilize data obtained from the as-built logs and any available nearby subsurface boring information. The following analyses are anticipated:

- Summarization and synthesis of field and lab data to develop idealized soil profiles and soil engineering properties
- Development of design earthquake ground motions using Caltrans methodology
- Evaluation of relevant geologic hazards
- Axial and lateral pile capacity estimates
- Bearing capacity and settlement for shallow foundations
- Development of lateral earth pressures including seismic pressures and interface friction values for wing walls and retaining walls
- Static and seismic global stability statements for abutments and retaining walls.

The available data, and geotechnical engineering evaluations will be summarized in SPGR prepared in general accordance with Caltrans guidelines (December 2009). The SPGR will include conclusions and recommendations related to geotechnical design and construction of the structures.

The SPGRs for all 48 structures will be submitted to VCTC and Caltrans for review. If necessary, the WSP Team will attend comment resolution meeting with reviewers. Upon receipt of comments the SPGR will be revised and resubmitted for approval.

Assumptions:

Deliverables

- Draft and Final SPGRs for 37 structures

160.10.80.10 – District Preliminary Geotechnical Report.

The District Preliminary Geotechnical Report (DPGR) is intended to provide preliminary geotechnical information to assist the team in preparing the preliminary cost estimate for the project. This report is prepared to document anticipated geotechnical conditions based upon site reconnaissance and available data for the various project alternatives under consideration. Conclusions and recommendations given in this report will be based on merely site walk-through or aerial site reconnaissance; also as-built records and historical data that are gathered to provide existing information pertinent to geology and seismicity.

- Existing Facilities and Proposed Improvements
- Physical Setting
- Climate
- Topography
- Regional and Local Geology
- Seismicity
- Subsurface Soil and Groundwater Conditions
- Material Sources
- Material Disposal
- Conclusions and Recommendations

Assumptions:**Deliverables**

- Draft and Final DPGR

160.10.80.15– Life Cycle Cost Analyses Report for the Preferred Alternative (Optional).

If deemed necessary, A Life Cycle Cost Analyses (LCCA) Report for Pavement will be prepared per Caltrans requirements, using existing data and the studies being conducted by traffic and pavement design group. Once the Preferred Alternative is determined, a Draft report will summarize analysis and findings of various pavement design alternatives and provide recommendations for the most economical alternative for General Purpose (GP) lanes, HOV Lanes, Ramps and Connectors along the project alignment. The LCCA will be prepared using Caltrans developed software RealCost Ver 2.5.2CA in accordance with the Caltrans standards and guidelines based on the LCCA Procedures Manual dated 2013. Construction Analysis for Pavement Rehabilitation Strategies (CA4PRS) software developed by Caltrans will be used to estimate the agency costs and user costs for various alternatives. We have assumed for the purposes of this scope and fee that an LCCA is not required, and have included it as an optional item. Our recent District 7 projects indicate that the District Materials Engineer will approve specific pavement sections based upon input from the Materials Report. The LCCA report will present the following information:

- Project Description
- LCCA Approach and Procedure
- Analysis Tools
- Traffic Information
- Pavement Conditions and Design Alternatives
- LCCA Analysis
- Maintenance and Rehabilitation Schedule

- CA4PRS Analysis
- Results and Conclusions

Assumptions:

Deliverables

- Draft and Final LCCA for the Preferred Alternative

160.10.80.20 – Preliminary Geotechnical Design Report (PGDR).

The PGDR will provide preliminary geotechnical design and construction recommendations for proposed roadway widening, standard retaining walls, slopes, excavation and grading for the general roadway work. The report will be prepared in general accordance with Caltrans guidelines (December 2006), the current applicable City grading manual and CBC.

Geotechnical screening level analysis and design will be performed for the PGDR. Analyses will utilize data obtained from the available data. The following preliminary analyses are anticipated.

- Summarize and synthesize available data to develop idealized soil profiles and soil engineering properties
- Develop design earthquake ground motions using Caltrans standards
- Evaluate geologic hazards such as faulting rupture, landslides, tsunamis, and subsidence
- Liquefaction triggering, lateral spreading and seismic settlement
- Bearing capacity and settlement for shallow foundations for retaining walls
- Static and seismic slope stability analyses
- Static and seismic global stability of retaining walls
- Development of lateral earth pressures including seismic pressures and interface friction values for retaining walls
- Earthwork and grading evaluations
- Pavement Recommendations for the roadway widening

The PGDR will be submitted to VCTC and Caltrans for review. If necessary, the WSP Team will attend comment resolution meeting with reviewers. Upon receipt of comments the PGDR will be revised and resubmitted for approval.

Assumptions:

Deliverables

- Draft and Final PGDR

160.10.85 – Structures Advance Planning Studies (APS).

The WSP Team will prepare APS for each structure to delineate feasible structures type, requirements, constraints, and associated cost estimate summary for the structure work involved. An APS sheet for each alternative that includes tie-back walls, structure widening or replacement will be prepared and include the detailing necessary and basic dimensions to clearly define the scope of the structure work and to develop a reasonable cost estimate. The APS Sheet will include a Plan, an Elevation, and a Typical Section view and make note of all critical assumptions. The APS will be prepared in accordance with guidelines set forth in Caltrans Memo to Designers. If various build alternatives propose to widen a structure by different dimensions, One (1) APS will be prepared for the wide Alternative. Bridge costs for the narrower alternative will be scaled down proportionally.

The structural design team will coordinate with the roadway team regarding the proposed roadway profiles and alignments, make recommendations for the bridge roadway approaches, and assist in determining the bridge widths and lengths. The structural design team will also consult with the discipline leads for geotechnical and hydraulics to determine the foundation types and possible location of supports.

A Qualitative Seismic Evaluation of the existing structures will be performed to identify potential structural deficiencies in the bridge structure. The evaluation will be based on Caltrans Memo To Designers, and a detailed review of the as-built plans. Key bridge components will be evaluated based on comparison to other similar structures and recognized deficiencies. Preliminary retrofit recommendations will be provided along with associated costs. Structural calculations and retrofit sketches will not be prepared part of this evaluation.

For bridges that are being widened the Structures Maintenance records will be reviewed for deficiencies and any recommended work that should be included with the project. This work will be documented in the APS memorandum.

The structural team will prepare an APS Design Memorandum to summarize and document any important or unusual design assumptions or structure features, discussions with Caltrans personnel concerning any key assumptions, modifications from Structure Maintenance Records recommendations, local agency requirements such as aesthetics, special railroad requirements, special foundation requirements, special construction requirements, including limited site accessibility or seasonal work, obstructions, falsework requirements, bridge removal, and seismic retrofit recommendations. An APS Checklist will be prepared and submitted with the APS to document pertinent project information.

The WSP Team will prepare an itemized cost estimate showing estimated quantities or square foot factors for major items of work, associated unit prices, extended item totals, and a subtotal of all item costs. The cost estimate will include a 25 percent contingency factor and 10% mobilization factor to the subtotal of all item costs.

Assumptions:

- This scope assumes 23 structures will be widened and 14 structures will be replaced.
- Some economies of scale, if all bridges completed by M&S:
 - Combined coordination meetings, field visits and QC Reviews
 - Common notes and details
- No structural calculations
- Qualitative Seismic Analysis
- Cost Estimates based on Comparative Bridge Costs and square footage.
- No access to as-built plans for preparation of this estimate

Deliverables:

- General Plan Sheet(s)
- APS Memo

160.10.90 – HOV Report.

The WSP Team will prepare an HOV Report based on the requirements of the High-Occupancy Vehicle Guidelines, November 2016. This report is designed specifically as a “stand alone” document to confirm with the requirements of Section 149 of the Streets and Highways Code and Section 21655.5 of the Vehicle Code. It is an attachment to the project report to address the effects of the HOV facility on safety, congestion and highway capacity.

Assumptions:

Deliverables

- HOV Report

160.10.95 – Updated Preliminary Transportation Management Plan (TMP).

The WSP Team will prepare a TMP that generally addresses the Project build alternatives in one concept in accordance with the *Caltrans Transportation Management Plan Guidelines* (latest edition). The TMP shall identify methods for minimizing Project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Assumptions:**Deliverables**

- Draft and Final Transportation Management Plan

160.10.95.05 – Construction Staging/Traffic Handling.

As input into the TMP, the WSP Team will develop one conceptual construction staging/traffic handling concept that applies to all build alternatives to verify constructability and feasibility of traffic handling, primarily focusing on the mainline lanes. The construction staging/traffic handling concept will be developed on 1' = 400' scale sheets that display the anticipated staging/traffic handling concept. [Note: the scale on the sheets in the legend of the exhibits shall read 1" = 400', however, they will scale down to 1" = 800' on the 11" x 17" sized cut sheets.] Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept that focuses on the ramp construction. The WSP Team will hold an interdisciplinary meeting (or series of meetings) during the development of the geometrics to ensure that the construction staging/traffic handling concept is constructible and feasible.

Assumptions:

- This will focus on Bridge replacements and widenings and the interface with the local roadways.
- Only the Alternative with the largest cross section will be prepared at local interchanges or bridge over/undercrossing.
- Assume one 200 scale sheet per interchange/bridge.
- Assume 30 structures/stage construction sheets * 40 hours per sheet = 1200 hours * \$150 per hour = \$180,000.

Deliverables

- Construction Staging/Traffic Handling Concepts

160.10.99.01 – Develop a Construction Phasing Plan.

Because construction funding is limited, the WSP Team will design a project that is phase-able and fundable, that can be implemented in segments. The WSP Team will employ a quantitative evaluation strategy for prioritizing elements of the project. We will make recommendations to VCTC on what segments of the Preferred Build Alternative provide the most traffic operational improvement relative to the level of impact and cost. Phases of the project could be, but are not limited to:

- Longitudinal segments of the corridor, or
- Implementing Auxiliary Lanes as a first phase, assuming the Auxiliary lane addition does not preclude future installation of the HOV lanes, and would not be a throw away cost, needing to be removed and replaced with the HOV lane installation.

Prioritized projects could be processed as Early Action Improvement Projects, proceeding to PS&E and Construction.

160.15 – Draft Project Report

This activity includes all tasks required to develop the text, exhibits and cost estimate required for a Draft Project Report. This activity includes development and approval of any design exceptions that were not addressed during the PID.

160.15.05 – Cost Estimates for Alternatives.

The project cost estimates for each alternative will use the standard 11-page Planning Cost Estimate template. Cost increases or decreases from the project initiation cost estimate will be discussed in the draft project report. The cost estimate for each alternative will be calculated using quantities for:

- Earthwork
- Pavement Structural Section
- Drainage
- Specialty Items
- Environmental
- Traffic including TMP
- Detours

Additionally, the project cost estimates for each alternative will be coordinated with the structures estimates in the APS and with the Right-of-Way Data Sheets. Support costs will also be estimated.

Assumptions:

- 4 months FTE (2 months for 2 people) for Quantity Calcs = 640 hours, per Alternative. 2 Alternatives = 1280 hours. This equates to 47 hours per mile for both alternatives.
- 1 month for Unit Costs and Env. R/W and Structures cost compilation = 160 hours.
- Another 3 months for updates as project progresses during the 4-year process = 480 hours
- Total = 1920 hours x \$155/hour = \$297,600

Deliverables

- Draft Project Report

160.15.10 – Fact Sheet for Exceptions to Design Standards.

Because the Draft Project Report will include multiple build alternatives, the WSP Team will prepare a Design Risk Assessment Matrix for Mandatory and Advisory Design Exceptions for inclusion in the Draft Project Report following the guidance provided in Chapter 21 and the template in Appendix K of the PDPM.

Once a Preferred Alternative is selected, Design Exception Fact Sheets will be prepared to document the non-standard features included in the Preferred Alternative. The consideration of design exceptions will be closely coordinated with Caltrans to assure acceptability and compliance with state and federal requirements.

Assumptions:

- Ramp Meter Design Exceptions are not included. Only Caltrans Highway Design Manual Design Exceptions are included.
- During the life of the contract, any changes that occur to the Caltrans' requirements, standards, or Highway Design Manual that increase the Consultant scope of work will be considered out of scope work and would be addressed by a contract amendment.

Deliverables

- Draft and Final Mandatory Fact Sheets

- Draft and Final Advisory Fact Sheets

160.15.20 – Draft Project Report.

The DPR will document the purpose and need for the project, as well as summarize key points to enable an informed decision to proceed toward the Draft Environmental Document circulation and Project Approval.

The WSP Team will develop text and exhibits required for the preparation of the Draft Project Report (DPR), and will prepare a Screencheck DPR for VCTC review. This Screencheck DPR may include questions that need VCTC guidance. Screencheck comments will be addressed. A Preliminary DPR will be prepared and submitted to Caltrans for circulation and review. The WSP Team will submit the Preliminary DPR to Caltrans for review. Comments will be addressed and copies of the preliminary DPR will be circulated for comments and review.

Assumptions:

Deliverables

- Screencheck DPR Submittal
- Preliminary Draft Project Report

160.15.25 – Draft Project Report Circulation Review and Approval.

Comments on the Preliminary DPR will be addressed, one workshop will be conducted with Caltrans to discuss the responses, and then the final DPR will be resubmitted and circulated for signatures.

Assumptions:

Deliverables

- Draft Project Report

160.20 – Engineering and Land Net Surveys

Project Assumptions

Based on a review of the RFP and the requirements for the survey and mapping tasks, the following assumptions have been made:

- An encroachment permit will be required to access US-101. VCTC will obtain a parent permit with Caltrans District 7 and provide a copy of the parent to the survey team. The survey team will obtain a secondary permit. Any fees associated with this permit will be reimbursed by VCTC.
- Caltrans District 7 will have review oversight over the design for the project. All survey and mapping deliverables will be prepared to meet Caltrans survey, CAD and photogrammetric standards.
- Caltrans District 7 maintains horizontal and vertical controls along the US-101 corridor. These controls will be the basis for the surveys performed for this improvement project.

Horizontal and Vertical Control

Planning: Horizontal and Vertical project control will be established for the project area. The survey control will be tied into the North American Datum of 1983 (NAD83), California State Plane Coordinate System Zone 5 and the North American Vertical Datum of 1988 (NAVD88). Control research will be conducted with Caltrans District 7 to tie the survey and mapping services performed for this project into the US-101 Caltrans corridor controls already in place.

Field Surveys: GPS surveys will be utilized to verify the primary controls provided by Caltrans, and establish the project control network and position each of the aerial control panels for the project. It is estimated that approximately 100 aerial control panels and project controls will be required for the project. Digital levels will be utilized to verify the primary vertical controls and establish and elevate the vertical components of each control station.

The GPS data will be downloaded daily and submitted to the office survey team for review and processing. All GPS surveys and digital levels will be performed in accordance with the Caltrans Survey Manual.

Processing and Reporting: The GPS data will be processed and loop closures performed. Least squares adjustments will be performed over the network. A survey control report will be prepared documenting the primary controls utilized, the newly established project controls, methods and procedures, adjustment results, and survey field notes, sketches and photos.

A project control sheet will be prepared which will include the primary and project horizontal and vertical controls, northings, eastings and elevations of each control point, basis of bearings, datum and benchmark statements, the alignments of US-101 and centerlines of other affected streets, and limited topographic mapping to identify the general location of each control station.

Aerial Photogrammetric Surveys

Aerial photogrammetric mapping will be obtained for the project limits defined above in accordance with the Caltrans A-B-C- process and Caltrans photogrammetric and CAD mapping standards and specifications. Horizontal and vertical aerial control panels will be set to meet aerial triangulation requirements and tied into the project control established for the project.

Natural color, vertical, stereo aerial photography of the site will be obtained using a precision, calibrated, cartographic camera equipped with a six-inch focal length lens and forward motion compensation (FMC). The photography will be taken at an altitude of 1,800 feet above the mean elevation of the terrain, resulting in an average scale of photography of 1:3600 (1" = 300'). The photography will consist of 8 flight lines with a total of 109 exposures.

A digital topographic map at a scale of 1" = 50' with a 2-foot contour interval will be compiled over the project limits. The planimetric features will be digitized to Caltrans mapping specifications and formatted to meet Caltrans standards. Color digital orthophotography at a scale of 1" = 50' with a pixel ground resolution of 0.25 foot (200 pixels per inch) will also be provided. In accordance with standard mapping practice, images will be rectified at ground level. Therefore, the top of above-ground features (rooftops, tops of trees, etc.) may not necessarily appear in their correct horizontal positions. The digital orthophotos will be georeferenced to the project horizontal datum.

Topographic Design Surveys

Conventional ground survey and terrestrial LiDAR methods will be utilized to augment the aerial mapping and complete additional topographic design surveys requested by the design engineering team. These surveys may include the edge of pavement and concrete, edge of traveled way, top of curb, flowline, walks, signs, bridge clearances, drainage, surface visible utility features and other surface visible features within the project limits. The topographic data will be downloaded, processed and tied to the horizontal and vertical control established for this project. The topographic data will be plotted in CAD and a digital terrain model (DTM) created for the existing ground surface. The final deliverables will include the digital terrain model, topographic data plotted in CAD and an ASCII file of the topographic survey points. The topographic survey information will be delivered in a MicroStation v8i format. Twenty (20) days of "on call" supplementary surveys is proposed.

Assumptions:

Deliverables

- The design survey information will be delivered as follows: Survey Control Report: Hard and PDF Copy - Survey Control Report, signed and sealed
 - Project Control Sheet: PDF Copy - Project Control Sheet, signed and sealed;
 - MicroStation DGN file
 - Aerial Mapping: MicroStation DGN file
 - Digital Ortho Photos: Georeferenced TIFFs

- Topographic Survey Data: MicroStation DGN file; ASCII point listings

Right-of-Way Engineering

Various survey tasks will be conducted to establish the existing highway right of way boundaries from PM 4.10 to PM 30.90. We will add to this mapping the latest County of Ventura GIS parcel data with assessor's number information.

The right of way boundaries will be retraced by researching for the most current Caltrans RW maps for the corridor and compiling the record alignments from those maps. We will conduct additional research at Caltrans and at the County of Ventura to identify record survey monuments that would best assist in adjusting the RW lines. There are approximately 26 interchanges along the route. We will locate monuments at each of these interchanges and adjust the record right of way data between them, typically using proportionate measurement. Monuments will be located using GPS static and total station methods.

Once the RW boundaries are established we will add the latest Ventura County GIS parcel data, adjusting the lines to fit to the RW boundaries.

Specific subtasks will include:

- Research record maps at County and State
- Digitize record data
- Research deeds as needed for clarification of RW boundary courses
- Research records for monumentation at County and State
- Field Surveys for monument acquisition
- Data reduction and adjust to corridor control
- Adjust record RW boundaries to monuments
- Add GIS parcel data
- Labelling of roads

The mapping will be prepared in MicroStation and provided in dgn format.

Assumptions:

Deliverables

- Base Map: PDF copy – Signed Map and MicroStation DGN file

165 – Perform Environmental Studies and Prepare Draft Environmental Document

The WSP Team will prepare documentation for the project in compliance with the CEQA/NEPA statutes and related regulations and guidelines. The activities will consist of the development of environmental studies to support the evaluation of Project's Build Alternatives and the No Build Alternative. The anticipated CEQA/NEPA document will be a draft and final EIR/ EA leading to a FONSI. The documents will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) and FHWA guidelines. If, through the course of the environmental studies, it is found that impacts cannot be mitigated to a less-than-significant level or that the project may contribute to substantial public controversy, then an Environmental Impact Statement would need to be prepared to satisfy NEPA requirements. The WSP Team will coordinate with the VCTC Project Manager and Caltrans throughout the environmental process. The development of the environmental document shall be done in the following phases: scoping, completion of technical studies, circulation of the draft environmental document, receipt and response to public and agency comments, and circulation of the final environmental document.

The WSP Team assumes preparation of two review cycles for each technical study, three review cycles for the draft environmental document (DED), and two review cycles for the final environmental document (FED). Additional review cycles resulting from changes in Caltrans or VCTC reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the Build Alternatives will not be considered part of this scope and may require a budget amendment. Caltrans will serve as the lead agency for the CEQA and NEPA process, in collaboration with VCTC.

The WSP Team proposes to conduct the environmental analyses in three phases, which may be separated as funding dictates:

- Complete technical studies in compliance with Caltrans/FHWA procedures.
- Develop an integrated strategy with regulatory agencies.
- Prepare an EIR/EA that incorporates findings of the technical studies.

The WSP Team will coordinate with VCTC, Caltrans, regulatory agencies, and project engineers to confirm the approach to environmental compliance and ensure that the CEQA/NEPA process is integrated with other regulatory requirements. The WSP team will secure and review copies of the existing relevant documents, including City and County general plans and general plan environmental impact reports. The WSP Team will initiate contact with resource agencies and other agencies with jurisdiction or interest in the project in conjunction with Caltrans. These agencies include the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), California Coastal Commission, Regional Water Quality Control Board, County of Ventura, the cities of Camarillo, Oxnard, Ventura, Thousand Oaks, and other agencies as appropriate.

165.05 – Environmental Scoping of Alternatives Identified for Studies in the PID

As identified above in Item PIP.10, the WSP Team will lead and attend two (2) scoping meetings, which will take place within the 30-day scoping period, as directed by VCTC. This item will include follow-up tasks related to the public and agency scoping process, including the preparation of the scoping summary report, which will document all elements of the scoping process. The WSP team will compile, itemize, and disseminate to the project team all comments received during the scoping period, which will help identify potential areas of controversy, specific concerns of agencies, and fulfill NEPA requirements. Documentation of the scoping process will provide the basis for the Comments and Coordination chapter of the Draft EIR/EA. This line item also includes preliminary coordination for technical studies, and will provide the basis for what will go into work plans and the technical studies themselves.

Assumptions:

- ICF will lead the public outreach as it relates to CEQA, NEPA, and Caltrans SER and PDPM requirements

Deliverables

- Draft and Final Scoping Summary Report documenting scoping activities and public and agency concerns

165.05.01 – Team Meetings.

The WSP Team will coordinate with relevant agencies, jurisdictions, and project design engineers and will also ensure environmental team coordination. This line item includes [coordination calls and meetings \(other than PDT meetings\)](#) that would need to occur between the WSP Team, Caltrans, VCTC, and other parties, and is also assumed to include project workshops to facilitate efficient revision cycles for work plans, technical studies, and the environmental document.

Assumptions:

-

Deliverables

-

165.05.10 – Complete Environmental Background Information.

The WSP Team will collect and review relevant existing environmental documentation from projects within or adjacent to the US 101 project area. Freeway, public works, infrastructure, utility, and private development projects may apply.

Assumptions:

- Research recent projects at each city hall and at the County of Ventura; additional research may be necessary if documents are not available at government offices.

Deliverables

- Listing of recent projects and available documentation.

165.10 – Environmental Technical Studies

The WSP Team will prepare each technical study for VCTC and Caltrans review, and after revising the studies based on VCTC and Caltrans comments, the reports will be incorporated into the DED. For purposes of cost estimating, it is assumed that two rounds of review of the technical studies will be sufficient to obtain VCTC and Caltrans approval. Additional rounds of review of the environmental technical studies are not considered part of this scope.

Submittal of Studies, Reports and Other Deliverables

All deliverables shall be prepared in accordance with Caltrans and FHWA standards and will be provided to VCTC for initial peer review. The WSP Team shall submit peer-reviewed deliverables to Caltrans.

1. The WSP Team shall be responsible for performing an appropriate level of Quality Control (QC) on all deliverables and supporting work including internal reviews, checking and verification throughout the development, in accordance with the WSP Team's approved project Quality Management Plan (QMP). The WSP Team Quality Manager shall conduct assessments and monitor the performance of the QC performed by the project team, to ensure that the Work conforms to contract requirements.
2. The WSP Team shall respond to all comments received from VCTC, FHWA and Caltrans and resubmit deliverables as directed.
3. The WSP Team shall support studies, analyses and requirements needed to successfully complete the environmental requirements of the project.

All technical studies will be prepared in accordance with the Caltrans Standard Environmental Reference and Environmental Handbooks as well as other guidance documents. Based on our knowledge of the project area and our understanding of the community issues, and the resources and requirements for Caltrans environmental review, the WSP Team will prepare the studies identified in following sections for the proposed project.

The WSP Team will prepare the environmental footprint to include all project elements, including potential staging areas that could be utilized by the construction contractor. The footprint will be used as the basis of the environmental analysis (in the technical studies and environmental document), and will identify the physical boundaries of the project study area.

The WSP Team will prepare the necessary environmental study maps for the alternatives identified for further study. This activity includes preparation of those maps necessary for publishing in the environmental document and related technical reports.

Assumptions:

- Following the initial establishment and approval of the environmental footprint, substantial revisions involving additional field work on the part of the preparers of environmental technical studies will require a budget amendment.

Deliverables

- Environmental Study Limits/Environmental Footprint
- Project Vicinity MapProject Location Map

165.10.15 – Community Impact Analysis, Land Use, and Growth Studies.

The WSP Team will prepare a Community Impact Assessment (CIA) that will identify the community impacts on neighborhoods, businesses, and minority and low-income populations, as well as the project's compatibility with the existing and future land uses and consistency with local land use plans including city (Thousand Oaks, Camarillo, Oxnard, Ventura) and county (Ventura) general plans, regional transportation plans, and habitat conservation plans. In addition, the CIA will include a discussion of local ordinances, including Save Open Space and Agricultural Resources.

The community impact analysis will be prepared in accordance with Caltrans Environmental Handbook, Volume 4: Community Impact Assessment as well as the CIA template released by Caltrans in November 2016. The CIA will consider residential and business acquisitions and relocations; changes in access/circulation, community cohesion characteristics, demographic characteristics and growth; and demand for new or expanded community facilities. Data from the U.S. Census Bureau will be used to identify characteristics of populations near the proposed project. Community profiles will also be developed for the cities of Camarillo, Oxnard, Ventura, Thousand Oaks, the County of Ventura and the State of California to help identify regional and local trends related to demographics, local industry, occupations, and tax base. Property tax and sales tax revenue issues will be identified and discussed.

The CIA will also include documentation on Environmental Justice issues pursuant to Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. The Environmental Justice documentation will include information on demographic and economic characteristics of the project area population and will identify the presence of any minority and low-income population groups. Potential adverse effects on the project area population, including minority and low-income population groups and disproportionately high and adverse effects on minority and low-income population groups will be analyzed.

The WSP Team will analyze the effects of ramp closures in accordance with Caltrans' Community Impact Assessment guidelines. The purpose of the ramp closure study is to identify the likely impacts of temporary closure of any existing ramps during construction, and to recommend measures to mitigate these impacts.

Assumptions:

- A draft CIA study area will be submitted to Caltrans for review and approval. Once the study area is approved, subsequent revisions to the study area may require a budget amendment.

Deliverables

- Draft and Final CIA (up to five copies each, and one CD version)
- Study area figure for review and approval

165.10.20 – Visual Impact Assessment.

The Visual Impact Assessment will include desktop inventories and data collection to obtain existing information on land use plans, historic context, existing visual conditions and resources, and to assess the initial indications of community values and relevant project history. The evaluation will consider the communities input related to center median plantings of Oleanders where they currently exist. The data collected during the desktop inventory will be field verified to gather additional information on landforms, view corridors, exceptional resources and to document these resources. The evaluation will also include consideration of local planning goals and documents including the general plans and land use maps from the cities of Thousand Oaks, Camarillo, Oxnard, Ventura, and the County of Ventura, as well as the objectives of context sensitive solutions as recently launched by the Federal Highway Administration and partners such as the American Association of State Highway and Transportation Officials (<http://www.contextsensitivesolutions.org/>).

Preparation of the visual impact assessment will be prepared in accordance with the California Department of Transportation Standard Environmental Reference Chapter 27, Visual and Aesthetics Review and will follow the basic guidance and format as established by FHWA. The proposed visual quality in relation to the basic design elements will be evaluated. Impacts to existing vegetation and changes in topography will be identified and described where appropriate. In addition, any special discussions related to construction impacts, policy consistency, unique visual resources relevant to the proposed project will also be discussed where appropriate. The

scenic resource evaluation will include visual and graphic information to identify setting, qualify the resource, and substantiate findings. The visual assessment will include the preparation of visual simulations to depict the proposed project alternatives in relationship to the local setting. The number and location of simulations will be dependent on the number of key viewpoints needed to adequately address resources, landscape types, and viewer groups.

The WSP Team will conduct site visits to document through digital photography, existing views within the project area and supporting features for use in the preparation of simulated views. In addition, the WSP Team will prepare photographic simulations to support key viewpoints, showing existing versus build conditions.

Assumptions:

- Key observation points, viewsheds and viewer groups will be approved by Caltrans prior to preparation of the draft VIA.
- No more than ten (10) key observation points will be evaluated.
- Five (5) visual simulations at key observation points will be provided by the engineering team.
- Because the project would be located on an eligible state scenic highway, but is not expected to result in substantial changes to the visual environment, a Moderate VIA will be prepared.

Deliverables

- Draft and Final VIA (5 copies each, and one CD version)

165.10.25 Noise Study Report.

The WSP Team will prepare a Noise Study Report (NSR) evaluating the noise impacts and potential noise abatement measures, if any, associated with the construction of HOV lanes along US-101 (proposed project). Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

The WSP Team will conduct a site visit to identify noise-sensitive land uses and other features of the project area relevant to the NSR. A work plan will be developed in consultation with the Caltrans District 7 noise specialist assigned to this project to ensure that all requirements are addressed. As part of this consultation process and prior to conducting field measurements, noise measurement and modeling locations will be discussed to confirm they are adequate to appropriately model the project alignment.

A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas. It is estimated that short-term (10 to 15 minutes duration) sound-level data will be collected at an estimated 100 representative land uses and noise-sensitive locations throughout the alignment. In addition, continuous 24-hour noise monitoring will be conducted at an estimated twelve (12) locations. The ability to obtain a long-term measurement will be dependent on the accessibility of safe and secure locations at which to leave unmanned noise monitoring equipment. Observations of noise sources and other relevant details will be noted during each measurement period.

The WSP Team will conduct traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5, traffic data to be provided by the project traffic engineer, and CADD files provided by the project engineer. The CADD files will be used to digitize roadways, existing noise barriers, and other relevant geometry in MicroStation, to be exported to TNM for modeling. The worst noise hour noise conditions along the project alignment will be modeled at representative receiver locations under existing and design-year conditions with (Build) and without (No-Build) the proposed project. It should be noted that this scope assumes two Build Alternatives.

Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining if implementation of the project is predicted to result in traffic noise levels under design-year conditions that approach or exceed the

FHWA Noise Abatement Criteria (NAC) or if implementation of the project is predicted to result in a substantial increase in noise at noise-sensitive uses. If traffic noise impacts are predicted to occur, information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol will be evaluated and presented for use by decision makers in considering noise abatement. The WSP Team will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation.

The WSP Team will prepare an NSR addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and the Caltrans Technical Noise Supplement (TeNS) and following the NSR format outlined in the Standard Environmental Reference (SER). If warranted, the noise study report will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts.

Assumptions:

- Long-term 24-hour noise measurements at no more than 12 representative locations.
- Short-term (10 to 15 minutes) noise measurements at no more than 100 representative locations.
- No more than two meetings will be held with Caltrans to review the work plan/measurement and modeling locations.

Deliverables

- Draft and Final Noise Study Report (5 copies each, and one CD version)
- Noise Work Plan

165.10.26 – Noise Abatement Decision Report.

The WSP Team will prepare the Noise Abatement Decision Report (NADR) and will summarize reasonableness cost allowances for barriers determined to be feasible in the NSR along with construction cost estimates for each barrier to be provided by the project engineer. Comparisons between the allowances and construction cost estimates will be used to identify the preliminary cost reasonableness of barriers.

Assumptions:

- The WSP Team will not be responsible for sending out noise barrier public polling letters.

Deliverables

- Draft and Final NADR, as needed (5 copies each, and one CD version)

165.10.30 – Air Quality Study.

The WSP Team will prepare an Air Quality Study consistent with Chapter 11 of the Caltrans Standard Environmental Reference. The report will summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (CARB) and the Ventura County Air Pollution Control District (APCD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

A quantitative evaluation of construction-period emissions will be undertaken using the Road Construction Model, which is recognized as a viable analysis tool by Caltrans in multiple jurisdictions. Construction-period emissions will be estimated using project-specific construction scheduling and phasing information and equipment lists to be developed by the project designers.

The WSP Team will also evaluate whether the project meets transportation conformity requirements by determining whether it is included, as currently defined, in the most recent SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP). Regional criteria pollutant emissions will be quantified using project-level VMT and the Caltrans' CT-EMFAC emissions inventory model. To accomplish this scope item, WSP Team must receive project-level VMT apportioned into 5-mph speed-bins at opening year, under the build and no-build conditions. Project-related criteria pollutant emissions will be compared to Ventura County APCD significance thresholds to determine significance under CEQA.

The WSP will analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate and that CALINE-4 dispersion modeling will not be required. Analyze the degree to which project-related traffic volumes have a potential to affect local PM_{2.5} and PM₁₀ concentrations. Based on recent guidance, this scope and cost assumes that a quantitative analysis will be required by Caltrans to address PM_{2.5} and PM₁₀.

In addition to criteria pollutant emissions, the air quality study will evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is anticipated that MSAT emissions would be quantified using the CT-EMFAC modeling software. Sample language from FHWA's MSAT guidance will be incorporated.

Both construction-period and operational greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily peak-period and non-peak-period vehicle miles traveled (VMT) apportioned into 5 mph speed bins; and the CT-EMFAC emissions model. WSP Team will present a comparison of GHG emissions associated with the Build Alternative(s) to the No-build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change also will also incorporate the most recent guidance found on the Caltrans Standard Environmental Reference and Caltrans annotated outline.

Air Quality Conformity Analysis Report and Checklist

Although NEPA assignment has given Caltrans extensive responsibilities, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. The WSP Team will prepare a separate Air Quality Conformity Analysis using the annotated outline for this report on the SER website at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the Air Quality Conformity Analysis Report is prepared. Because Ventura County is an attainment area for particulate matter, no interagency consultation is required with the SCAG Transportation Conformity Working Group.

Assumptions:

- Caltrans will be responsible for coordination with FHWA regarding the conformity determination on the project.
- VCTC will be responsible for revisions to the description of the project for inclusion in the SCAG RTP/SCS and FTIP.

Deliverables

- Draft and Final Air Quality Study (5 copies each, and one CD version)
- Draft and Final Air Quality Conformity Analysis Report (5 copies each, and one CD version)

165.10.35 – Water Quality Studies.

The WSP Team will prepare a Water Quality Assessment Report (WQAR) for the project that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention best management practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information from the Storm Water Data Report, to be provided by the project engineer, will be incorporated into the WQAR. The project's potential impact on water quality will be evaluated and will recommend mitigation measures necessary to prevent adverse water quality impacts will be identified.

The WQAR will discuss the following:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.

- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQAR will discuss the risk analysis that will be conducted as part of the Storm Water Data Report consistent with the California Statewide General Construction Permit (Order 20090009-DWQ). The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential storm water quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, TMDLs/watershed mandates, and hydro modification management will be obtained from the Storm Water Data Report and incorporated in the WQAR.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed waterbodies and/or Total Maximum Daily Loads (TMDL).

Assumptions:

- Feasible BMPs will be identified prior to preparation of the WQAR.

Deliverables

- Draft and Final WQAR (5 copies each, and one CD version)

165.10.40 – Energy Studies.

An energy report will be prepared in compliance with Chapter 13 of the SER, as well as Council on Environmental Quality regulations for NEPA (40 CFR 1502.16), and Appendix F to the CEQA Guidelines. Both direct (construction equipment and emissions of vehicles during operation) and indirect (resulting from traffic redistribution, for example) will be quantified for construction and operation. The construction-period energy consumption estimates will be based on construction equipment and vehicle use information used in the Road Construction Emissions Model, and the GHG emissions output will be converted to energy units. In a similar manner, the annual operational GHG emissions from the air quality study will be converted to energy units to provide a comparison of build and no-build conditions. The energy analysis will require close coordination with the air quality and traffic analyses to ensure consistency in the use of assumptions related to traffic volumes and speed data in all three analyses.

Assumptions:

- A standalone technical report will not be prepared in the event that Caltrans determines that such a report is not necessary.

Deliverables

- Draft and Final Energy Study (5 copies each, and one CD version)

165.10.55 – Relocation Impact Document.

The WSP Team will perform all activities related to relocation impact analysis for use in the Environmental Document, and prepare a technical report documenting study results. The level of documentation and scope will be dependent on the number of potential relocations identified during preliminary project design, and will be consistent with 49 CFR 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the ED.

The relocation impact document will identify the potential displacement of adjacent commercial/businesses/residential properties, and include a discussion of the impacts to these businesses/properties as a result of the proposed Project. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this study.

Assumptions:

- The level of documentation to be prepared will be dependent on the number of relocations required. It is assumed that no complex relocations would be required and that adequate replacement properties area available for any individuals displaced by the proposed project.

Deliverables

- Draft and Final Relocation Impact Document (5 copies each, and one CD version)

165.10.60 – Location Hydraulic Studies and Summary Floodplain Encroachment Reports.

The WSP Team will evaluate historical flooding records, such as aerial photographs and high watermarks covering a span of several years. A preliminary hydraulic analysis will be conducted to estimate the size and cost of needed cross-culverts and/or bridges for the build alternatives. The findings from this drainage study will be documented in a Location Hydraulic Study. The report will address issues on the build alternatives that will be included in the draft environmental document. Discharge values will be obtained from the FEMA Flood Insurance Study or Ventura County Watershed Protection District (VCWPD) and will not be updated for this project. Hydraulics will be based on an existing electronic hydraulic model (i.e. HEC-RAS) to be provided by VCWPD. Cross sections to reflect the proposed project will be added or edited. If electronic versions of the hydraulic models are unavailable, recreation of hydraulic models or data entry of channel models from paper copies of models will be addressed by a separate amendment.

The WSP Team will prepare Summary Floodplain Encroachment Reports (SFER) based on the Location Hydraulic Study in support of the Environmental Document and Project Report. This scope of work assumes that the proposed alternative will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with the existing watershed and floodplain management programs. This scope also presumes the Location Hydraulic Study provided by the engineer will contain the requisite information for two (2) build alternatives as described in Chapter 17 of the SER and 23 CFR 650A, Section 650.111 (b) (c). The SFER will discuss potential impacts for two (2) build alternatives and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

The list of LHS and SFERs to be prepared (shown below) assumes that the Ventura River is outside of the proposed improvements, and will not be analyzed for this phases. Furthermore, the level of effort for these reports assumes LHS results in a finding of Minimal Encroachment and is commensurate with a Summary Floodplain Encroachment Report. If the LHS concludes that there is a finding of Significant Encroachment, the subsequent activities triggered by the finding of Significant Encroachment will be addressed via a separate addendum.

Assumptions:

- It is assumed that the Ventura River is outside of the project limits and will not be analyzed as part of this effort.
- If the LHS concludes that there is a finding of Significant Encroachment, the subsequent activities triggered by the finding of Significant Encroachment are not considered part of this scope of work.

Deliverables

- Fifteen (15) Location Hydraulic Studies:
 - Arroyo Conejo Zone A at two locations
 - South Branch of Arroyo Conejo Zone AE
 - Conejo Creek Zone AE with Regulatory Floodway
 - Conejo Creek Zone AO
 - Calleguas Creek Zone AE with Regulatory Floodway
 - Unnamed Zone AO floodplains near Lewis Road
 - Unnamed Zone AO floodplains near Camarillo Hills Drain

- Camarillo Hills Drain Zone AE
- Las Poses Estates Drain Zone A
- Nyland Drain Zone AO
- Auto Center Drain Zone AH
- Unnamed Zone AO floodplains near Vineyard Ave
- Santa Clara River Zone AE with Regulatory Floodway
- Moon Ditch Zone AE
- Arundell Barranca Zone A
- Fifteen (15) Summary Floodplain Encroachment Reports:
 - Arroyo Conejo Zone A at two locations
 - South Branch of Arroyo Conejo Zone AE
 - Conejo Creek Zone AE with Regulatory Floodway
 - Conejo Creek Zone AO
 - Calleguas Creek Zone AE with Regulatory Floodway
 - Unnamed Zone AO floodplains near Lewis Road
 - Unnamed Zone AO floodplains near Camarillo Hills Drain
 - Camarillo Hills Drain Zone AE
 - Las Poses Estates Drain Zone A
 - Nyland Drain Zone AO
 - Auto Center Drain Zone AH
 - Unnamed Zone AO floodplains near Vineyard Ave
 - Santa Clara River Zone AE with Regulatory Floodway
 - Moon Ditch Zone AE
 - Arundell Barranca Zone A

165.10.65 – Paleontology Study.

The WSP Team will perform the following tasks:

- Paleontological Assessment: The WSP Team will conduct field reviews as necessary to assess existing environmental conditions. Based on further refinement of alignment alternatives, the appropriate environmental technical studies will be completed, and in support of sections IV. Environmental Clearance; c. Environmental Technical Studies; viii. Paleontology Assessment
- Paleontological Identification Report (PIR)/ Paleontological Evaluation Report (PER)

Task 1 – Paleontology Assessment

RECORDS SEARCH : The WSP Team will request a record search from the Natural History Museum of Los Angeles County (LACM). This record search can take 4 weeks to receive once requested. An expedited request can be included for an extra fee not included in this scope of work.

- **ANALYSIS OF EXISTING DATA:** This task entails research, synthesis and compilation of existing paleontological and geological data. A geologic map review facilitated by a GIS analysis which will be necessary to confirm the mapped geology listed for existing fossil locality records, and to obtain geologic

unit descriptions for the Project area. The WSP Team will map the Project onto the highest resolution geologic maps available with a one-mile buffer.

- **PALEONTOLOGICAL ASSESSMENT REPORT (PAR):** The WSP Team will synthesize and analyze the results of the analysis of existing data, and determine the scientific importance (research and/or educational value) of potentially affected paleontological resources. This includes analyzing the regulatory setting and compliance. The WSP Team will prepare a paleontological assessment report that will include recommendations and, if appropriate, mitigation measures in accordance with NEPA, CEQA, and best practices in mitigation paleontology.

Note: A paleontological survey is included in the task below, however if Task 1 has been complete this task can be omitted. At that point, we would request the record search and paleontology technical assessment. All report formats above can comply with Caltrans style documents if requested and prior to the initiation of an NTP.

Task 02. – Paleontological Identification Report (PIR)/ Paleontological Evaluation Report (PER)

The WSP Team will draft a current combined PIR/PER. This will include, if any, updating the project description, and geology and paleontology sensitivity maps. At this stage, we would request the most current construction plan and if available.

- **FIELD SURVEY:** Prior to conducting a field survey, our safety officer will develop a project specific Health and Safety Plan (HASP). Our Field Agent (approved Field Director on our BLM permit) with one field paleontologist will survey the Project area over one (1) ten (10) hour day, which includes round-trip travel from our Monrovia headquarters. For safety purposes, our field crew supervisor and our field technician. The survey will consist of confirming the geological units as mapped, recordation of any new fossil localities, and re-evaluation of previously recorded fossil localities identified during the records search.

Only areas mapped as moderate to very high sensitivity (PFYC 3-5) or unknown sensitivity (PFYC U) geologic units will be intensively surveyed. Areas mapped as no to low sensitivity geologic units (PFYC 1-2) will be confirmed as mapped. Areas obscured by built environments, including landscaping and hardscaping, areas covered by thick vegetation, and areas disturbed by agricultural activities will not be surveyed, regardless of sensitivity. The cost proposal further assumes an estimated five (5) new resources will be recorded during the survey. All paleontological resources will be recorded and photographed. No fossils will be collected, but recommendations on their treatment will be made.

This will also include updated paleontological mitigation recommendations, including the need for development of a PMP, as appropriate. The updated PIR/PER will only conform to requirements outlined in Caltrans SER Volume 1 Chapter 8 if requested and once a NTP is received. However, it will comply with NEPA, CEQA, and local regulations as appropriate.

Assumptions:

- We assume no permits are required or access is an issue.

Deliverables

- Draft and Final PAR (5 copies each, and one CD version)
- Draft and Final PIR/PER (5 copies each, and one CD version)
- Draft and Final PMP and Cost Estimate for the project, if required

165.10.80 – Hazardous Waste Initial Site Assessments/ Investigations.

The WSP Team will conduct an Initial Site Assessment (ISA) in accordance with Caltrans SER Chapter 10 and ASTM E1527-13 requirements for the project alignment. No field testing is included in this scope of work. The ISA will include the following tasks:

Review of historical sources of information including environmental records database search for the alignment (CHMIRS, ERNS, HAZNET, RCRA, SWEEPS, GEOTRACKER), historical aerial photographs, topographic maps and available references to identify sites with historic potential to generate hazardous materials,

- Review agency files for the project alignment and properties located adjacent to the alignment (within about 1/8-mile) to evaluate potential for hazardous materials,
- Perform a visual reconnaissance of the project alignment and adjoining properties to identify obvious indicators of the existence of hazardous materials and evaluate if the properties are likely to use, store, generate, or dispose of hazardous materials,
- Provide a user interview questionnaire and conduct interviews with property representatives, and
- Prepare a report documenting findings, conclusions, and recommendations in accordance with Caltrans and ASTM procedures.

Assumptions:

- No field testing is included as part of this scope of work. All Phase II Site Investigation work will be deferred to the PS&E phase.
- One Corridor ISA is included in this scope of work. No focused ISAs are included in this scope.

Deliverables

- Draft and Final ISA (5 copies each, and one CD version)

165.10.99 – Other Environmental Studies.

The following environmental studies were identified in the RFP and would prepared only if required.

Bioacoustics Study Report

In the event that the project would result in a substantial change to the existing noise environment that could affect noise-sensitive species, the WSP Team will prepare a Bioacoustics Study Report to assess this potential for effects. Least Bell's vireo, which is likely present near the project footprint, is known to be sensitive to noise, and resource agencies such as the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) are increasingly concerned with noise impacts. The report will be based on the noise and biological resource analyses prepared for the project. Caltrans' 2007 guidance document, The Effects of Highway Noise on Birds, will be used in the preparation of the Bioacoustics Study Report.

Assumptions:

- A standalone technical report will not be prepared in the event that Caltrans or VCTC determines that such a report is not necessary.

Deliverables

- Draft and Final Bioacoustics Study Report (5 copies each, and one CD version), if required

Cumulative Impacts Analysis

The WSP Team will prepare Cumulative Impacts Analysis consistent with Caltrans, CEQA, and NEPA requirements. The analysis will include the list of past, present, and reasonably foreseeable future projects collected from Caltrans and local agencies. The WSP Team will compile the cumulative effects identified in other technical studies, as well as for CEQA and NEPA resource areas that do not require standalone technical studies prepared.

Assumptions:

- A standalone technical report will not be prepared in the event that Caltrans or VCTC determines that such a report is not necessary.

Deliverables

- Draft and Final Cumulative Impacts Analysis (5 copies each, and one CD version), if required

Sea Level Rise and Wave Uprush Study

The WSP Team will prepare a Sea Level Rise and Wave Uprush Study to assess the potential effects of forecasted sea level rise on the improved US-101. Consistent with California Coastal Commission requirements, Sea Level Rise in Planning (CCC, 2015) and Caltrans' Guidance on Incorporating Sea Level Rise (Caltrans, 2011), a range of sea level rise scenarios will be considered, as appropriate for this project and modeled with consideration to Table 2 from Caltrans' Guidance on Incorporating Sea Level Rise.

Assumptions:

- A standalone technical report will not be prepared in the event that Caltrans or VCTC determines that such a report is not necessary.

Deliverables

- Draft and Final Sea Level Rise and Wave Uprush Study (5 copies each, and one CD version), if required

165.15 – Biological Studies

165.15.05 – Section 7 Consultation/Biological Assessment (BA).

Based on preliminary assessment of federally listed species with the potential to occur within or adjacent to the project area, an Endangered Species Act Section 7 Consultation is likely to be required, necessitating a Biological Assessment. If consultation with both National Marine Fisheries Service and U.S. Fish and Wildlife Service is required, this scope of work assumes that a joint Biological Assessment will be prepared for both consultations.

This scope of work assumes that an estimated four species may be covered for the consultation(s). It is assumed that consultation would be required for steelhead and Least Bell's vireo, and consultation may be required for tidewater goby and southwestern willow flycatcher.

Assumptions:

- A joint Biological Assessment for NMFS and USFWS consultation will be prepared.
- No more than four species will require Section 7 consultation.

Deliverables

- Draft and Final Biological Assessment, as needed (5 copies each, and one CD version)

165.15.10 – Wetlands Study.

The WSP Team will complete a delineation of wetlands and non-wetland waters of the U.S. (USACE, LARWQCB) and waters of the state (CDFW) for the project alternatives and will prepare a Wetland/Waters Delineation Report to be included as an appendix to the Natural Environmental Study (NES). The Aquatic Study Area for the delineation will be the direct effect area plus a 100' indirect effect buffer area beyond the limits of construction. Experienced delineators will conduct field surveys to delineate wetlands and non-wetland waters of the U.S. according to USACE Los Angeles District minimum standards; USACE South Pacific Division map standards; 1987 USACE Wetlands Delineation Manual; Arid West and Western Mountains, Valleys, and Coast regional supplements to the 1987 manual; and appropriate USACE ordinary high water mark identification guidance. In addition, the delineators will concurrently delineate waters of the state pursuant to CDFG Code 1600, consisting of lakes, streambeds, and associated riparian vegetation. If requested by the agencies, minor changes will be made the report/maps to reflect the results of agency reviews and field verification. The following aquatic resources within the study area are potentially jurisdictional waters of the U.S. and waters of the state: Arroyo Conejo, South Branch Arroyo Conejo, Arroyo Santa Rosa, Conejo Creek, Calleguas Creek, Camarillo Hills Drain, Arroyo Las Posas, Beardsley Drain, Nyeland Drain, El Rio Drain, Santa Clara River, Moon Ditch, Telephone Road Drain, Arundell Barranca, Alessandro Lagoon, Sanjon Barranca, and Ventura River.

Assumptions:

- Regulatory Permits are not part of the scope. If Regulatory Permits are required, then a scope and cost for this work will be provided to VCTC and the engineering team for approval prior to starting this work.

Deliverables

- Draft and Final Wetland Delineation Report (5 copies each, and one CD version)

165.15.15 -- Resource Agency Permit Related Coordination

The WSP Team will coordinate with appropriate resource agencies to ensure that permitting efforts to take place following the completion of the PA&ED phase will proceed in a streamlined fashion. Coordination will include introducing the project, obtaining concurrence by the US Army Corps of Engineers on the initial purpose and need and range of alternatives, per NEPA/404 MOU requirements. During this coordination, the WSP Team will identify permits needed for project implementation for review and feedback.

The WSP Team will also coordinate with CDFW and USFWS to introduce the project, conduct field meetings, identify appropriate mitigation for identified impacts, and coordinate work related to the Biological Assessment (WBS 165.15.05), Wetlands Study (WBS 165.15.10), and Natural Environment Study (WBS 165.15.20). This task also assumes that the WSP Team will be party to early consultation in advance of the Section 1600 permits with CDFW and Section 7/Section 10 consultation with identified impacts.

In addition, the WSP Team assumes that coordination related to the Ventura County Local Coastal Program will be required. Clarification of specific studies and permitting requirements will be identified during the early phases of the project.

Assumptions:

- Regulatory Permits are not part of the scope. If Regulatory Permits are required, then a scope and cost for this work will be provided to VCTC and the engineering team for approval prior to starting this work.

Deliverables

- Memoranda detailing coordination efforts will be prepared, and will be incorporated the Environmental Document preparation, as appropriate.

165.15.20 – Natural Environment Study (NES).

The WSP Team will complete a Caltrans Natural Environment Study (NES) describing the existing biological environment; the nature and magnitude of estimated effects on sensitive environmental resources associated with the project alternatives (including footprints, new right-of-way limits, and areas needed for utility relocation, construction access roads, and construction easements); and, agency permits or approvals required for constructing the applicant-preferred alternative. The NES will serve as the technical basis for the content presented in the CEQA/NEPA document, concerning plants, animals, natural communities, wildlife corridors, and jurisdictional aquatic resources occurring in the biological study area. The NES will summarize technical documents such as focused and reconnaissance species studies, jurisdictional delineation, and biological assessments related to effects on biological resources in the Biological Study Area for use in the environmental document. The following subtasks will be included in preparation of the NES:

- *Literature and Database Search:* Conduct literature and state and federal database searches for known sensitive biological resources within and adjacent to (5-mile buffer) the limits of construction for each project alternative. Sensitive biological resources include special-status plant and wildlife species, special-status natural communities, protected trees, critical habitat, and wildlife corridors. The results of the searches will be presented in table and map formats, and will also be summarized in the NES, and will provide the basis for field surveys (described below).
- *Vegetation Communities Surveys:* Based on the results of literature and database searches, as well as regional knowledge, field surveys will be conducted for special-status natural communities occurring within and adjacent to the limits of construction for each project alternative. Consistent with the Reconnaissance Wildlife Surveys, the Vegetation Communities Study Area will be the direct effect area plus a 250' indirect effect buffer area beyond the limits of construction. The results of the surveys will be presented in table and map formats, and will also be summarized in the NES.

- *Reconnaissance Botanical Field Surveys:* Based on the results of literature and database searches, as well as regional knowledge, botanical field surveys will be conducted during suitable blooming periods to detect sensitive plant species or communities within and adjacent to the limits of construction. The Botanical Study Area will be the direct effect area plus a 100' indirect effect buffer area beyond the limits of construction. It is assumed that a minimum of two botanical surveys will be required. The results of the surveys will be presented in table and map formats, and will also be summarized in the NES. Additional focused surveys may be required by the agencies, but are not currently included in this scope of work.
- *Reconnaissance Wildlife Surveys:* Based on the results of literature and database searches, as well as regional knowledge, wildlife field surveys will be conducted during suitable periods to detect sensitive wildlife species within and adjacent to the limits of construction. The Wildlife Study Area will be the direct effect area plus a 250' indirect effect buffer area beyond the limits of construction. It is assumed that a minimum of two wildlife surveys will be required. The results of the surveys will be presented in table and map formats, and will also be summarized in the NES. Additional focused surveys (protocol-level) may be required by the agencies, but are not currently included in this scope of work.

Assumptions:

- No more than two vegetation surveys would be required as part of the NES effort (early season and late season).
- No protocol-level surveys are included as part of this scope of work.

Deliverables

- Draft and Final NES (5 copies each, and one CD version)

165.20 – Cultural Resource Studies

165.20.05 – Archaeological Survey.

The WSP Team will conduct a records search at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS). This records search will consult California's database of previous studies and previously-recorded sites within the proposed project area and within a 1.0-mile project corridor (0.5 mile on each side of U.S. 101). The Caltrans Historic Bridge Inventory will be checked to determine whether any historic bridges would be affected by the proposed project.

The WSP Team will also contact the Native American Heritage Commission (NAHC) and request a review of the Sacred Lands File. The results of this NAHC File Search will be used for Section 106 Consultation. Section 106 consultation will include sending letters about the project to the Native American contacts identified by the NAHC. In addition, two follow-up calls will be to each Native American contact to ensure meaningful consultation occurred. The WSP Team will assist in preparing AB 52 consultation letters. Following completion of the record search/review, the WSP Team will conduct a field survey of the APE for archaeological resources. The field survey will consist of examining any areas of native soil that are present in the project area.

Following completion of the field survey, the WSP Team will prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in the Caltrans format. The WSP Team will respond to two rounds of comments and review on these reports.

Assumptions:

- Archaeological survey will be approximately 31 miles in length in each direction, for a total distance of approximately 62 miles, excluding any areas that are completely developed.
- Archaeological survey transects will be conducted at 10-meter intervals.
- Archaeological site form updates will be required for any previously-recorded archaeological sites that exist in the project footprint. No testing and/or evaluation of any archaeological sites will be required.

- The WSP team will provide assistance to Caltrans and VCTC with respect to the Section 106 and AB 52 consultation process, but it is assumed that Caltrans or VCTC will lead these efforts, as these are considered government-to-government consultations.
- Surveys in undeveloped areas will be limited to areas where permits to enter can be obtained.

Deliverables

- Draft and Final ASR (5 copies each, and one CD version)

165.20.05.05 – Area of Potential Effect (APE) Map.

Prior to conducting Cultural Resources Surveys, an APE map will be prepared illustrating the project's environmental footprint, including proposed acquisitions, temporary construction easements and staging areas. The APE is the area within which the undertaking could cause changes in the character or use of historic properties, if any are present. Therefore, the APE may be delineated beyond the project's existing and/or proposed right-of-way to address potential direct and indirect effects to historic properties.

The draft APE map will be prepared on aerial photos using preliminary ROW plans and will include the existing and proposed ROW, all access routes, staging areas and easements required for the project alternatives. The APE map may be prepared with GIS mapping software and related electronic copies of map and associated attribute and shape files (.mxd, .shp, .dbf).

Assumptions:

- Changes to the APE which require additional fieldwork once the initial APE is submitted and approved by Caltrans will not be considered part of this scope of work.

Deliverables

- Draft and Final APE map for the Project (5 copies each, and one CD version)
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

165.20.20.15 – Historic Resources Evaluation Report (HRER).

The WSP Team will prepare an HRER, which will document the identification and evaluation of buildings, structures, objects, districts, cultural landscapes, all other built-environment resources, and sites of historic events. These resources all will be documented in the HRER. The HRER and accompanying California Department of Parks and Recreation (DPR) 523 forms to document a property's National Register eligibility and to determine whether it is a historical resource under CEQA.

Assumptions:

- The date of the NOI/NOP will be considered the date for which the ages of built resources will be determined.
- It is assumed that there will be no more than 125 buildings greater than 50 years of age that would be located within the APE.
- It is assumed that all bridges and culverts are included in the Caltrans Bridge Inventor, and that no consultant determination of eligibility of bridges and culverts will be considered part of this scope of work.

Deliverables

- Draft and Final HRER (5 copies each, and one CD version)

165.20.25.15 – Historic Property Survey Report (HPSR).

The WSP Team will prepare a Historic Property Survey Report (HPSR), which serves as the summary document Caltrans uses as its consultation and decision-making document for the purposes of Section 106. The HPSR documents delineation of the Area of Potential Effects (APE), completion of the identification phase, completion of National Register of Historic Places (NRHP) eligibility evaluation of the resources within the project APE, and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. The HPSR will include the ASR and HRER.

Assumptions:

- It is assumed that no comments will be submitted on the HRER and ASR (attachments to the HPSR) once each has been submitted and approved.

Deliverables

- Draft and Final HPSR (5 copies each, and one CD version)

165.20.25.20 – Section 106 Finding of Effect (FOE).

Following concurrence from the SHPO on determinations of National Register eligibility for cultural resources in the project APE, the WSP Team will prepare an analysis to determine whether the Project would have an adverse effect on eligible resources. These effects could be direct (construction impacts, vibration, etc.) or indirect visual impacts. If analysis determines that there will be no impacts, a Finding of No Historic Properties Affected will be developed. If adverse effects to historic properties will be created by any phase of the project, a No Adverse Effect with Standard Conditions document will be prepared. Either FOE document would be submitted to SHPO for concurrence.

Assumptions:

- It is assumed than no more than 10 eligible historic buildings/archaeological sites would be evaluated as part of the FOE process.

Deliverables

- Draft and Final FOE (5 copies each, and one CD version)

165.25.10 – Section 4(f) Evaluation.

Based on the definition of 4(f) resources contained in the U.S. Department of Transportation Act of 1966 and the July 20, 2012 FHWA Section 4(f) Policy Paper, which include publicly owned golf courses as ‘park resources,’ impacts to public parklands, recreational resources, wildlife and waterfowl refuges, and historic sites will be evaluated. The WSP Team will conduct a Section 4(f) evaluation to determine the type of use of Section 4(f) resources within the project area. The evaluation process will follow Caltrans guidelines as outlined in the Standard Environmental Reference Chapter 20, titled Section 4(f) Resources and Related Requirements, Chapter 38, titled NEPA Assignment, and the EIR/EA Annotated Outline (revised August 2, 2017). The evaluation will identify is the appropriate process is an individual evaluation, programmatic evaluation, or *de minimis* impact finding. Early coordination with official(s) or agencies with jurisdiction will be conducted in coordination with VCTC.

Assumptions:

- It is assumed that any avoidance alternatives developed in compliance with Section 4(f) would constitute a design modification to overall project alternatives rather than a separate build alternative. It is anticipated that the avoidance alternatives may come from the design options at specific locations or alternatives evaluated early in the alternative evaluation process.

Deliverables

- Draft and Final Section 4(f) Evaluation, as needed (5 copies each, and one CD version)

165.25 – Draft Environmental Document (Environmental Impact Report/ Environmental Assessment)

As previously described, it is assumed that the appropriate document for the proposed project would be an Environmental Impact Report/ Environmental Assessment (EIR/EA) leading to a Finding of No Significant Impact (FONSI).

The WSP Team will prepare an Administrative Draft EIR/EA which will be submitted along with an External QC Certification, and ED Review Checklist, and forward to VCTC and Caltrans for review. Following this review the document will be revised and a Draft EIR/EA will be prepared along with the Comment/Response matrix, External QC Certification, and ED Review Checklist, and forwarded to VCTC and Caltrans for their concurrence and then NEPA Quality Control (QC) and Environmental Branch Chief Review.

Following this review the document will be revised and the Final Draft EIR/EA will be prepared along with the Comment/Response matrix, External QC Certification, and ED Review Checklist, and forwarded to VCTC and Caltrans for their final concurrence and approval. It is assumed that only minor comments will be received on the Draft EIR/EA and that those revisions would be made and the Final Draft EIR/EA would be approved by VCTC and Caltrans for public availability with no further comment. To reduce iterations of the document The WSP Team will conduct a revision workshop with VCTC and Caltrans to facilitate completion of the document following the review of the second Administrative Draft and the second NEPA QC review, if comments still remain after either of these reviews.

165.25.02 – Draft EIR/EA, MMRP, NOD, and FONSI.

After initial review by VCTC and subsequent review by Caltrans, the WSP Team will respond to comments using a matrix and revise the Administrative Draft EIR/EA into a Draft EIR/EA, Revised Draft MMRP, and NOD for final approval before public circulation and review.

Assumptions:

- If, in the course of the public scoping process, substantial public controversy is encountered requiring the preparation of an EIS, a budget amendment would be required.

Deliverables

- Administrative Draft EIR/EA/FONSI, Comment/Response Matrix, External QC Form, Environmental Document Review Checklist (8 copies to Caltrans and 2 copies to VCTC)
- Draft EIR/EA, Comment/Response Matrix, External QC Form, Environmental Document Review Checklist (8 copies to Caltrans and 2 copies to VCTC)
- Final Draft EIR/EA, Comment/Response Matrix, External QC Form, Environmental Document Review Checklist (5 copies to Caltrans and 2 copies to VCTC)
- 30 hard copies and one electronic (pdf) final Draft EIR/EA for availability (this includes the 15 copies for submittal to the State Clearinghouse)
- Environmental Commitments Record (ECR) (included as an appendix in the EIR/EA). After receiving final approval on the Draft EIR/EA and revised Draft MMRP, the WSP Team will prepare the EIR/EA and a Draft MMRP for public circulation

165.10.75 – Environmental Commitments Record.

For the proposed project the WSP Team shall prepare an environmental commitments record (ECR) in table format for inclusion in the EIR. It is assumed that the ECR will be reviewed as part of the environmental document. The matrix table will include a description of each avoidance, minimization, and mitigation measure from the environmental document and technical studies, organized by topic and numbered to correspond with the impacts. For each measure, the Reporting Process, Timing of Measure, Responsible Party, and Verification of Compliance will be identified.

Assumptions:

- It is assumed that the ECR will be included in each environmental document submittal and reviewed as part of those documents.

Deliverables

- To be included with the EIR/EA deliverable

175 Circulate Draft Environmental Document and Select Preferred Project Alternative

175.05 – Public Circulation of EIR/EA

175.05.10 – Prepare Public Notices.

The WSP Team will coordinate all logistics within the PDT so that all members are in agreement with notices, handouts, and displays. Compliance with the circulation requirements of the EIR/EA as identified in the Caltrans

Standard Environmental Reference will be followed [including distribution to State Clearinghouse and California Transportation Commission (CTC)].

The WSP Team will prepare a combined Notice of Availability (NOA) and Notice of Opportunity for Public Hearing in accordance with Caltrans requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the County Clerk's office of Ventura County, and for distribution to anyone who has filed a written request with VCTC or Caltrans. A draft notice will be provided to VCTC and Caltrans for concurrent review. Upon receipt of comments from VCTC and Caltrans a final notice will be prepared and provided to VCTC and Caltrans. For the proposed level of environmental documentation (EIR/EA/FONSI) there is no legal requirement for holding a public meeting or hearing, however, the notice that is prepared and published for the proposed project will offer the opportunity to request a public hearing. If requested during the public availability period, a public hearing would be conducted. This scope and cost assumes that no public hearing will be requested or conducted. It is assumed that the technical studies will not be included in the availability but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and NOA/NOPH will be provided to the availability locations (Caltrans, VCTC, libraries), CDs containing the document and a hard copy of the NOA/NOPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA/NOPH will be provided to property owners and residences within a 500-foot radius of the proposed project.

Assumptions:

- Two public notices will be published in two local newspapers.

Deliverables

- Coordinate Public Notice logistics with PDT
- Draft NOA/Notice of Opportunity for Public Hearing (assumed to be transmitted electronically with no hard copies)
- Final NOA/Notice of Opportunity for Public Hearing (300 copies)

175.05.15 – Public Circulation.

The WSP Team will support VCTC during the public circulation period by providing clarification of analyses or technical data in the environmental document or technical studies, as needed, and assisting in responding to public comments and questions as they arise, when appropriate, and helping to address agency questions or concerns.

For the proposed project, the WSP Team will utilize a distribution list developed with VCTC and Caltrans to distribute the documents. It is assumed that the engineering team's right-of-way consultant will provide a list of owners and residents, along with their mailing addresses, within 500 feet of the proposed project limits.

Assumptions:

-

Deliverables

- Distribution list

175.10.35 – Public Meeting(s).

During the 45-day public review period, the WSP Team will lead and attend two (2) public meetings during Draft Environmental Document (EIR/EA) circulation period. The WSP team will oversee meeting logistics. Examples of support include assisting with technical data information exchange to the VCTC public outreach consultant, making a presentation, and/or answering questions about any of the technical analyses.

The format of the public meetings will follow the open house format. The WSP Team will coordinate with VCTC's Public Outreach Consultant who is responsible for the distribution of the public notices and agency letter/notifications; and to provide Court Reporter and translation services.

Assumptions:

-

Deliverables

- Draft and Final Notice of Completion & Environmental Document Transmittal

180 – Perform and Approve Project Report and Final Environmental Document**180.05 – Final Project Report**

The Project Report documents the Public Review process, the selection of the Preferred Alternative and any changes that resulted from Public Comments.

Assumptions:**Deliverables****180.05.05 – Updated Draft Project Report.**

After the distribution of the DPR and DED, the WSP Team will prepare a draft final PR to document the selection of the preferred alternative and to update the cost estimate. A draft final PR will be circulated for comments and review.

Assumptions:**Deliverables**

- Draft Final Project Report

180.05.10 – Approved Project Report.

Comments received will be addressed, a workshop will be conducted with Caltrans to discuss the responses, and a final PR will be resubmitted and circulated for signatures. The approved Project Report for this project will provide an agreement on the preliminary engineering concept, scope, schedule, and estimated cost of the project.

Assumptions:**Deliverables**

- Final Project Report for Approval

180.05.15 – Updated Storm Water Data Report.

During the PID Phase, a Storm Water Data Report was prepared and approved. The WSP Team will prepare an updated Storm Water Data Report (SWDR) with details commensurate to the PA&ED level of project development, such as the selection and design of Best Management Practices (BMPs) for the preferred alternative per the latest version of the Caltrans' Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit.

The SWDR will summarize the storm water quality issues of the Project and the preferred alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs for the Project. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and Caltrans' Project Manager, District Storm Water Coordinator, Maintenance Representative, and District Landscape Architect. The Storm Water Data Report will be prepared featuring the Preferred Alternative only.

Assumptions:**Deliverables**

- Draft Storm Water Data Report (10 copies)

- Final Storm Water Data Report (10 copies)
- Updated Storm Water Data Report

180.10 – Final Environmental Document (NOD/FONSI)

The WSP Team will prepare a Final Environmental Document, including responses to comments received during the public review period, a revised draft MMRP, and the rationale for selection of the Preferred Alternative.

The WSP Team will provide appropriate documentation and back-up information regarding the evaluation of all alternatives through the environmental and engineering process. This information will be consolidated into a summary report and matrices that will clearly define the preferred alternative and provide the justification for making a preferred alternative selection. The WSP Team will work with all stakeholders and resource agencies to develop consensus on the preferred alternative.

Assumptions:

- The identification of a preferred alternative will not involve substantial revisions to the previously approved technical studies.

Deliverables

- The summary report and matrices that provide the justification for making a preferred alternative selection.

180.10.10 – Response to Comments.

The WSP Team will prepare responses to comments received during the public review period for incorporation into the Final Environmental Document.

At the close of the 45-day public availability period for the Draft EIR/EA/FONSI, The WSP Team will review and respond to all comments received. In addition, The WSP Team will attend a meeting with VCTC and Caltrans staff for each project to review any written comments on the Draft Environmental Document that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final EIR/EA. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received.

For each comment, the WSP Team will identify the appropriate respondent and disseminate the comments to the team for preparation of responses. The WSP Team will track completion of responses both internally staff as well as externally with team members. We cannot predict with accuracy how many comments VCTC will receive or the magnitude or substance of any individual comments. Therefore, for scoping and costing purposes, we have assumed VCTC will receive an estimated 100 comments.

The final resolution of compliance with Section 106 will be completed at this time and incorporated into the Final Environmental Document.

The final resolution of compliance with Section 4(f) will be completed at this time and incorporated into the Final Environmental Document.

Assumptions:

- It is assumed that any avoidance alternatives developed in compliance with Section 4(f) would constitute a design modification to overall project alternatives rather than a separate build alternative.
- The WSP Team will be responsible for compiling all comments received during the public comment period. A moderate number of comments (no more than 75 letters or responses) is assumed in this scope and budget.

Deliverables

- Public comments will be included in the FED.
- Results of the Section 106 consultation will be included in the FED.

- Documentation of compliance with Section 4(f) will be included in the FED.

180.10.99 – Finalize Compliance with Federal Endangered Species Act Consultation.

The final resolution of compliance with the Federal Endangered Species Act will be completed at this time and incorporated into the Final Environmental Document.

Assumptions:

-

Deliverables

- Documentation of FESA consultation will be included in the FED.

180.15 – Completed Environmental Document/Final Notices

Upon approval of the responses to comments by VCTC and Caltrans, if warranted, the WSP Team will revise the EIR/EA/FONSI to respond to the comments, to document the circulation period and coordination, and if any changes to the project have occurred. Also, included will be a Draft Finding of No Significant Impact (FONSI), if requested by Caltrans. The QA/QC form and checklist are assumed to be included with each submittal. Following the incorporation of one set of comments from VCTC and Caltrans a Draft Final EIR/EA/FONSI will be prepared and submitted to VCTC and Caltrans along with a response to comments document for concurrence and for conducting the NEPA QC review. Following the Caltrans NEPA QC review the Final EIR/EA/FONSI will be prepared and submitted to VCTC and Caltrans for review. It is assumed that no additional comments will be received.

The NOD and FONSI will be submitted to State Clearinghouse with the Notice of Determination (NOD) and Notice of Availability (NOA).

The WSP Team shall prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that the WSP Team will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the Ventura County Clerk. Using the standard NOD format, the NOD will include an identification of the project and its location, description of the project, date of agency approval, determination that the project will not have a significant effect on the environment, statement that a mitigated negative declaration has been prepared pursuant to the provisions of CEQA, and an address of where a copy of the FONSI may be examined. Along with the NOD a California Department of Fish and Wildlife (CDFW) filing fee would also be filed.

The WSP Team will prepare a Draft FONSI for completion and approval by Caltrans Department Authority (per NEPA Assignment).

Assumptions:

- The scope of work assumes that public/agency comments will not require new technical analyses
- It is assumed that the WSP Team will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the Ventura County Clerk.
- The FONSI will be included in the FED per the Caltrans Standard Environmental Reference.

Deliverables

- Response to Comments Matrix for VCTC and Caltrans comments
- Section 106 Concurrence on Finding of Effect/Memorandum of Agreement (if necessary)
- Draft Final EIR/EA/FONSI (two copies for VCTC, eight copies Caltrans)
- Final EIR/EA/FONSI for approval/concurrence (two copies VCTC; eight copies Caltrans)
- Final EIR/EA/FONSI (10 hard copies and 10 CDs with pdf version)
- Environmental Commitment Record (ECR)
- Final Notices, including NOD and NOA for CEQA and NEPA, respectively
- The FONSI will be included in the FED.