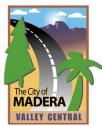
# **REPORT TO CITY COUNCIL**



Approved by

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of:October 7, 2020Agenda Number:D-2

## SUBJECT:

Amendment No. 1 and No. 2 to Agreement with GHD, Inc. for Professional Engineering Services Relating to the Lake Street, 4th Street and Central Avenue Intersection and Funding Amendment to CIP Budget

#### **RECOMMENDATION:**

- Adopt a Resolution Approving Funding Amendment Appropriating \$119,319 to the City's Fiscal Year 2020/21 Capital Projects Budget for consultant services for the Lake/4th/Central Intersection, City Project No. R-57; and
- 2. Adopt a Resolution Approving Contract Amendments No. 1 and No. 2 for Professional Engineering Services Relating to the Lake/4th/Central Intersection, in the Amount of \$133,800.

## SUMMARY:

The Lake Street, 4th Street and Central Avenue intersection is a 5-legged intersection with allway stop control. A transportation engineering consultant was retained by the City to help determine the most suitable form of traffic control for current and expected future traffic volumes. Two amendments to the agreement are necessary to complete environmental services, for design of a traffic signal, and to prepare the construction documents to build the improvements. Funds are available in the City Capital Improvement Program budget for costs associated with this amendment.

## **DISCUSSION:**

In 2016, the City contracted with Omni-Means to study the intersection of Lake Street, 4th Street and Central Avenue to determine the best alternative to accommodate current and future traffic flows. Being that this is a complicated intersection, the solution was not considered an obvious decision. GHD, Inc., who acquired Omni-Means in 2019, prepared an Intersection Control

Evaluation (ICE) Report that analyzed three alternatives for the intersection. The alternatives included:

- Maintaining all-way stop control
- Construct Traffic Signal
- Construct Roundabout

On February 19, 2020, Council directed staff to construct a traffic signal at the Lake/4th/Central intersection based on the analysis of the ICE and input from the public.

When the Agreement was originally executed, it was the City's intention to continue working with the same consultant for either alternative that came from the ICE. This amendment is needed to address scoping changes and to update GHD's fee schedule, which was originally prepared in 2016.

# Project Design Phase

This phase of the project will develop the design of the traffic signal and prepare the plans, specifications, and estimate (PS&E) for the work. The required right of way needed to construct the traffic signal will be identified in this phase, allowing the City to acquire the necessary property. Once the PS&E is complete and the right of way acquired, the project will be ready to advertise for bids.

A fee of \$89,940, which includes \$8,000 for extra services should it become necessary, has been negotiated for the scope of services as compensation for this PS&E phase. It is recommended that the Council approve Amendment No. 1 and authorize the Mayor to execute the amendment on behalf of the City.

## Environmental Phase

An environmental review began after the selection of the traffic signal alternative. This project is partially funded with Federal Congestion Mitigation and Air Quality (CMAQ) dollars and requires evaluation through the National Environmental Protection Act (NEPA), as well as the California Environmental Quality Act (CEQA). Caltrans administers the funding source and reviews and approves all NEPA documents associated CMAQ funding. Based on the initial assessment of the project, Caltrans is requiring additional studies to determine the impact of the project to the adjacent neighborhood. These additional studies include a Visual Impact Assessment, a Historic Resources Evaluation Report, and a Historic Property Survey Report.

The City Agreement with GHD includes environmental services, but the additional studies were not originally anticipated and, therefore, exceed what was originally agreed upon. The cost for these additional environmental reports is \$43,860. The existing Agreement has \$14,481 remaining for extra services. Therefore, an additional \$29,379 will be required to complete the environmental studies. It is recommended that the Council approve Amendment No. 2 and authorize the Mayor to execute the amendment on behalf of the City.

#### FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The cost of the engineering and environmental services associated with this amendment are \$133,800. \$14,481 is already budgeted.

Exhibit A to the Funding Amendment Resolution appropriates \$119,319 for Amendment No. 1 and No. 2 from the unprogrammed funds in RSTP Federal Exchange, Account Number 41315320.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

*Strategy 101.6* – Ensure infrastructure can sustain population growth in the development of the General Plan.

#### ALTERNATIVES:

Should Council not approve these Amendments, the environmental studies could not be completed and staff would need to begin the process of soliciting and hiring a new consultant for the required studies and improvements. This would impact the delivery of the project.

#### ATTACHMENTS:

- 1. Resolution for Funding amendment
  - a. Exhibit A Funding Amendment Sheet
- 2. Resolution for Contract Amendments
  - a. Exhibit 1 Amendment No. 1 (PS&E Services) with Exhibits A, B, C
  - b. Exhibit 2 Amendment No. 2 (Environmental Services) with Exhibits A, B

# ATTACHMENT 1

Budget Amendment Resolution

# RESOLUTION NO. 20-\_\_\_\_

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPORIATING \$119,319 TO THE CITY OF MADERA FISCAL YEAR (FY) 2020/21 CAPITAL PROJECTS BUDGET FOR THE FOR THE LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57

WHEREAS, Project comprising the Lake/4th/Central Intersection, City Project No. R-57, hereinafter called "the Project", is included in the proposed FY 2020/21 Budget for Capital Projects; and

WHEREAS, Additional funds are necessary for the design phase of the Project in the FY 20/21 Capital Projects Budget; and

**WHEREAS**, Funds are available in the unprogrammed fund balance of the RSTP-Federal Exchange account No. 41315320.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

- 1. The above recitals are true and correct.
- 2. The FY 2020/21 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is attached and incorporated by reference herein.
- 3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
- 4. This resolution is effective immediately.

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# <u>EXHIBIT A</u>

Funding Amendment Sheet

#### **EXHIBIT A**

# **CITY OF MADERA**

# Resolution 20 -

# Lake Street/4th Street/Central Avenue Intersection Improvements City Project No. R-57

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
RSTP Fede	ral Exchange	2			
41315320	7050	R-000057	Lake/4th/Central Intersection Improvements (Enviornmental)	29,379.00	
41315320	7050	R-000057	Lake/4th/Central Intersection Improvements (PS&E)	89,940.00	

119,319.00

-

# ATTACHMENT 2

Contract Amendment Resolution

# RESOLUTION NO. 20-\_\_\_\_

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENTS NO. 1 AND NO. 2 TO THE AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE/4TH/CENTRAL INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-57

WHEREAS, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

**WHEREAS**, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

WHEREAS, Omni-Means Ltd. was acquired by GHD, Inc. (CONSULTANT); and

WHEREAS, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to CONSULTANT; and

**WHEREAS,** CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

**WHEREAS,** CITY requested changes to Consultant's scope of work for the design of the Project and environmental work; and

**WHEREAS**, Amendments No. 1 and No. 2 to Agreement are necessary to revise the scope of work, compensation, and schedule for the additional engineering services.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

- 1. The above recitals are true and correct.
- Amendment No. 1 and Amendment No. 2 to Agreement with GHD, Inc. for professional engineering services as described above and attached hereto as Exhibit 1 and Exhibit 2 are necessary for the carrying out of the project and are hereby approved.
- 3. This resolution is effective immediately.

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# EXHIBIT 1

Amendment No. 1 Plans, Specifications and Estimate (PS&E) Services

# AMENDMENT NO. 1 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION

This Amendment No. 1 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this \_\_\_\_\_ day of October 2020.

#### RECITALS

WHEREAS, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY and Omni-Means Ltd. entered into an Agreement dated December 21, 2016 for professional engineering services to design such improvements; and

WHEREAS, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

WHEREAS, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

WHEREAS, CITY requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 1 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

#### AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services for the Project dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

#### 2. <u>SCOPE OF WORK</u>:

CONSULTANT shall provide the professional services under Phase 2 as set forth in EXHIBIT A, "Phase 2 Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

SECTION 2. Section 5 of the Agreement shall be amended to read as follows:

#### 5. <u>COMPENSATION</u>

The basic fee for Phase 2 based on the estimated hours of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$81,940.

City and Consultant agree on the rates shown in EXHIBIT B and that the hourly rates shall be valid through December 31, 2021. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

**SECTION 3.** Section 7 of the Agreement shall be amended to read as follows:

#### 7. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Exhibit B, provided, however, the City Engineer's authority under this provision is limited to expenditures not to exceed the amount of eight thousand dollars (\$8,000).

**SECTION 4.** Section 9 of the Agreement shall be amended to read as follows:

## 9. LIABILITY INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

## Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### Maintenance of Coverage

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

#### Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide. *Waiver of Subrogation* 

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

#### Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this

Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**SECTION 5.** Section 11 of the Agreement shall be amended to read as follows:

#### 11. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Phase 2 Project Timeline attached hereto and incorporated by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 6.** Except as set forth in this Amendment No. 1, all other terms and condition in the Agreement shall remain in full force and effect.

**SECTION 7.** This Amendment to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 1 to the Agreement on the date first written above.

## **CITY OF MADERA**

GHD, Inc.

By: \_\_\_\_\_ Andrew J. Medellin, Mayor

By: Douglas Jola

Douglas J. Ries

Title: Vice President

APPROVED AS TO LEGAL FORM

Ву: \_\_\_\_\_

Bv:

Kamesh Vedula

Title: Vice President

Hilda Cantu Montoy, City Attorney

ATTEST:

98-0425935

Taxpayer ID Number

Ву:\_\_\_\_\_

Alicia Gonzales, City Clerk

EXHIBIT A

PHASE 2 - SCOPE OF SERVICES

# LAKE/4TH/CENTRAL TRAFFIC SIGNAL PROJECT TITLE

#### **PROJECT DESCRIPTION**

The intersection of Lake Street/4th Street/Central Avenue is located in the northeast quadrant of the City of Madera, east of SR 99 and northwest of Highway 145. Lake Street serves as a north-south arterial in the City. About half a mile to the southwest Lake Street intersects Sunrise Avenue, and at the study intersection Lake Street turns and continues due north well beyond the City limits. The southwest leg of 4th Street is an arterial and has an interchange with SR 99 about half a mile southwest of the study intersection. The northeast leg of 4th Street is a local road that terminates at Flume Street after one block. Central Avenue is an east/west collector street that extends from H Street to Lake Street.

The Project will convert the existing intersection from a 5-way all-way stop control to a 4-way traffic signal as shown in Figure 1. Improvements include re-striping of lanes on approaching legs of the intersection to accommodate the signalization, installation of curb, gutter and sidewalk to provide sidewalk connectivity around the intersection, reconstruction of existing curb ramps to meet ADA requirements, and other minor improvements.

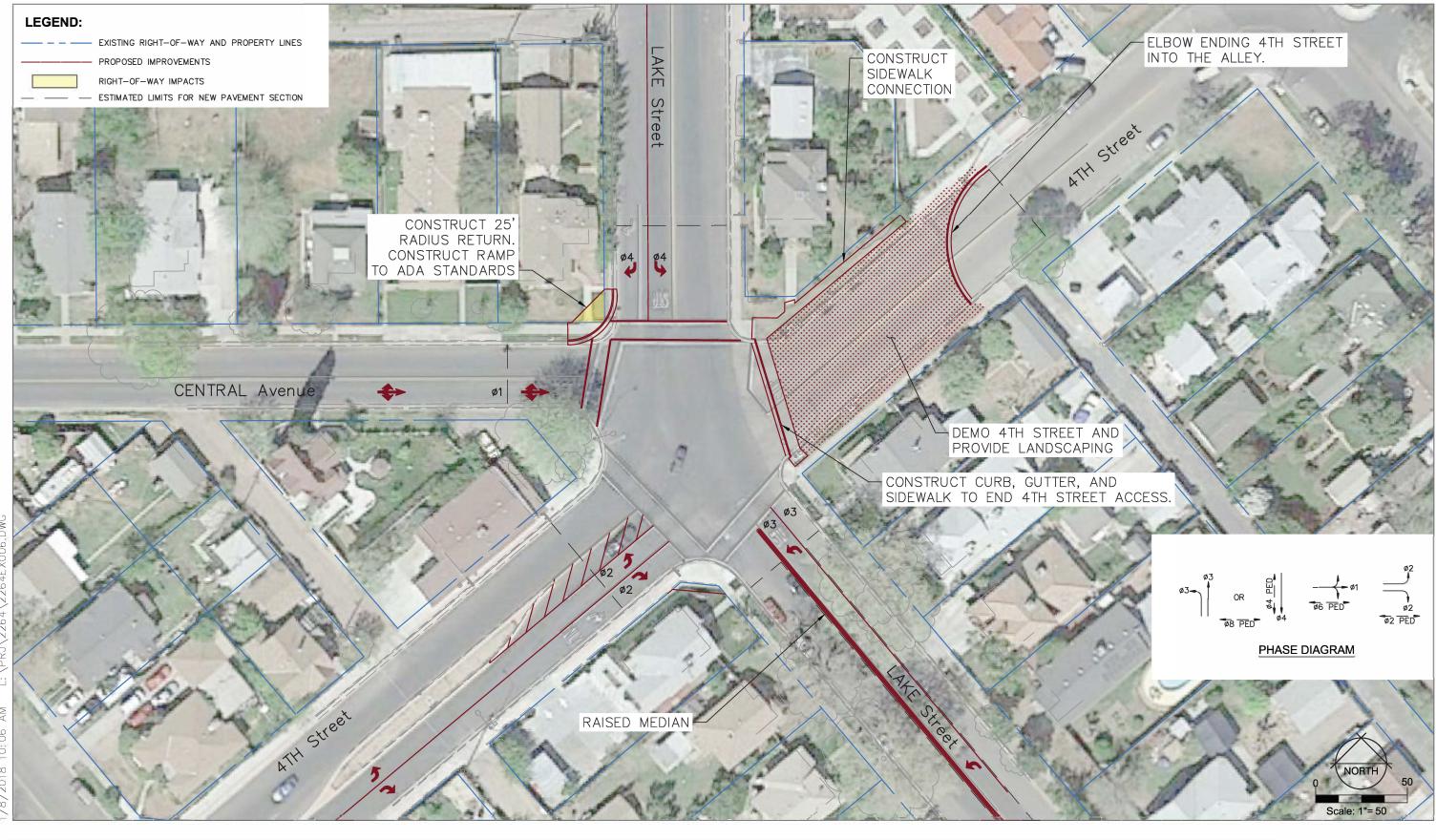
The northeast leg of 4th Street will be closed with this project, as shown in Figure 1. The City desires to create a unique public space that is inviting and promotes the City of Madera. Providing a uniform look and connecting the Wells Youth Center and the Community Garden with this new public area with features such as drought tolerant landscaping, large planters, or decorative elements that also serve to prevent unauthorized vehicular entry from the intersection, decorative lighting, seating areas, space for public art, etc., shall be considered for this area.

Services by CONSULTANT will include the required professional services for the design of the proposed improvements, preparation of the construction documents, and bidding and construction support. CONSULTANT will also identify all right of way needs, including additional land requirements and affected existing improvements and utilities. With the identified right of way needs, the CITY will acquire the necessary right of way.

This project is partially funded by a federal grant and shall comply with all applicable federal requirements. Environmental services to comply with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements will be completed by previous agreement.

It is the intent of this Scope of Services to generally describe the extent of the work contemplated. In arriving at the final design, the CONSULTANT may be required to perform work that is not explicitly identified but is necessary for establishing or substantiating the final design. All such work shall be considered incidental to the project and shall be included in the total fee, unless otherwise specified herein.

# **Traffic Signal Alternative: Preliminary Layout**



Madera, California

Figure 1

2264EX006.dwg

A GHD Company

# **Scope of Services**

# Task 2.1 Project Management, Meetings and Coordination

#### 2.1.1 Project Management

GHD will serve as overall Project Manager during Phase 2 of the project. The general project management responsibilities include:

- Oversee all the project components listed in this Scope of Services
- Prepare and keep master project schedule (updated and submitted monthly)
- Define and track key issues and goals throughout the entire project delivery
- Coordinate project status meetings (in person, teleconference)
- Provide coordination with Utilities
- Obtain appropriate document and plan approvals, authorizations and certifications
- Manage sub-consultants
- Effectively manage budget
- Implement Quality Assurance and Quality Control Measures
- Prepare monthly progress reports and invoices at the end of each month of previous month's work

#### 2.1.2 Progress Meetings

GHD will coordinate and lead project meetings including scheduling meetings, preparing and distributing agendas prior to scheduled meetings, meeting attendance, and preparation of meeting records summarizing decisions made and action items. GHD has budgeted for the following number of meetings:

• Up to four (4) progress meetings, two assumed at the City offices and two via teleconference.

# Task 2.2 Supplemental Surveying and Base Mapping

#### 2.2.1 Project Survey Control

GHD will re-establish a survey control base for the project. At a minimum, the Project Control (horizontal and vertical) will be based on the City of Madera Control Network. The Project Control will be used during the life of the project in the performance of supplemental topographic surveys that may be required beyond the City provided base map as needed for final design.

#### 2.2.2 Supplemental Topographic Field Surveys

Supplemental field topographic surveys will be conducted to confirm and/or to obtain new grades within the project limits, particularly at conform locations of proposed to existing improvements. Supplemental surveys will include existing roadway features, drainage features, utility facilities, additional grades at critical locations including at curb ramps, etc. as needed for final design.

# 2.2.3 Cad File Set-up and TIN

GHD shall prepare computer files to include field control points, topographic surveys, utility data and preparation of the Triangular Irregular Network (TIN) used for three-dimensional calculations, (i.e. earthwork, cross-sections and profiles).

# 2.2.4 Right of Way Mapping

Existing right of way maps, subdivision maps and survey records will be researched to establish the existing public right of way as well as the sidelines of parcels adjacent to the project. Existing monuments will be documented and included in the base mapping. As part of this work, GHD will compile property information such as assessor's parcel number, and owner names.

# 2.2.5 Preliminary Utility Coordination and Mapping

Utilities will initially be mapped by using a combination of facilities identified on the topographic maps and by field investigation. GHD will also identify all potential utility owners who may have facilities within the project location and compile a utility purveyor contact list. GHD will request plat maps of utility locations from each utility owner known to have facilities within the project area. GHD will add existing utilities to a utility base drawing based upon information received from utility owners. The utility base will be used to identify conflicts, and coordinate required utility relocations.

# Task 2.3 Utility Coordination & Relocation Support

GHD will complete the utility verification and relocation in compliance with the Federal Regulations as outlined in the Local Assistance Procedures Manual (LAPM) (Chapter 3: Project Authorization and Chapter 14: Utility Relocations).

# 2.3.1 Utility Coordination

For the signal alternative, it is anticipated that only minimal utility coordination will be required, as the signal alternative will be designed to avoid utility conflicts to the extent practicable. This task would include coordinating a signal service point with PG&E. It is assumed that service point design fees charged by PG&E would be billed directly to the City.

# Task 2.4 30-Percent Design

This task includes preparation of 30-percent plans and engineer's estimate for the Traffic Signal Alternative. Primary objectives of the 30-percent design include establishing the project right of way and easement requirements, and identification of utilities determined to be in conflict with the proposed improvements.

# 2.4.1 30-Percent Plans

Under this task, the GHD will refine the horizontal design for the preferred alternative to a 30% level. Plans will be developed at a 1"=20' scale. The 30-percent plans will incorporate basic horizontal geometric design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossings, curb ramps, bike lanes, and pavement delineation. It is anticipated that the 30-percent plans will include the following sheets:

- Title Sheet
- Layout
- Construction Details (undeveloped)
- Utility Plan
- Pavement Delineation Plans

• Electrical Plan (signal layout only)

At the conclusion of this task, the 30% geometric design will have established horizontal control and geometric elements including curb geometry, lane widths, channelization, lane transitions, pavement delineation, and join conditions.

# 2.4.2 Preliminary Engineer's Estimate

GHD will prepare a preliminary opinion of probable cost using quantities estimated from the 30% design. The preliminary cost estimate will include major cost construction items, and percentage based allowances for items for which quantities are not yet developed.

## 2.4.3 Preliminary Right of Way Exhibits

GHD will prepare an overall right of way exhibit showing the quantities and areas of right of way takes (ROW) and temporary construction easements (TCE) needed.

## 2.4.4 30-Percent Submittal

This task includes compiling the 30-percent plans, preliminary cost estimate, and preliminary right of way exhibits for submittal to the City and utility owners. Three full size hard copies, one reduced size hard copy, and full and reduced size PDF files will be submitted to the City for review and comment. This task also includes utility owner submittals, including letters, project plans, and notifications. This task includes all plotting, transmittal preparation, postage, and delivery of all 30-percent submittals.

# 2.4.5 Prepare Legal Descriptions and Plats

Once the City has reviewed the 30-percent plans, and supplemental exhibits, specifically as applicable to the proposed right of way and easements, and provided comments, GHD will update the design to show the adjusted rights of way and easements. GHD will prepare the legal descriptions and plats. For budgeting purposes, it is assumed that plats and legal descriptions will be prepared for up to six (6) ROW and TCE involvements for the signal alternative.

## 2.4.6 Preliminary Landscape Design Concepts

GHD will prepare preliminary landscape design concepts for the section of 4<sup>th</sup> street shown in the exhibit that will be closed with this project. Up to three (3) landscape concepts will be developed each showing type of landscape, concrete surface areas, textures and/or colors, landscape furniture, pedestrian access, and other features. The concepts will be submitted to the City for review and comment. One revision will then be made for the selected preferred concept based on City provided comments and resubmitted for final approval.



4<sup>th</sup> Street Closure Landscape Concepts

# Task 2.5 60-Percent Design

This task includes picking-up comments on the 30-percent submittal, and preparation of 60-percent plans, engineer's estimate, and draft technical specifications.

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

## 2.5.1 60-Percent Plans

GHD will pick up and review the 30-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 30-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

60-percent plans, technical specifications/bid item descriptions, and estimate (PS&E) will then be prepared consisting of substantially completed plans, specifications, and engineer's estimate. The plan sheets prepared as part of the 30-percent submittal will be supplemented, at a minimum, with the following design elements as appropriate.

- Demolition Plan
- Drainage Plan
- Construction Details
- Traffic Signal Plans (conduits; conductor schedule; service point; electrical details)
- Landscape Plans
- Irrigation Plans

#### 2.5.2 Engineer's Estimate & Technical Specifications

GHD will update the preliminary cost estimate prepared for the 30-percent submittal, including quantity calculations, and additional bid items. The 60-percent engineer's estimate will include bid item descriptions, unit, quantities, unit prices, and total prices. Quantity backup including color-coded markups of individual quantities will be prepared and kept in the project file for backup and reference purposes.

GHD will prepare the draft technical specifications including bid item descriptions (<u>hereafter</u> <u>referred to as technical specifications</u>). The technical specifications will be prepared using Caltrans 2018 SSPs as a basis, modified for project specific requirements.

#### 2.5.3 60-Percent Submittal

This task includes compiling the 60-percent plans, comment resolution table, engineer's estimate, and draft technical specifications for submittal to the City. Three full size (24x36) and one reduced size (11x17) plan set will be submitted with the draft technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 60-percent submittals.

# Task 2.6 90-Percent Design

This task includes picking-up comments on the 60-percent submittal, and preparation of 90-percent plans, final technical specifications, and engineer's estimate.

## 2.6.1 90-Percent PS&E

GHD will pick up and review the 60-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 60-percent comments will either be addressed in writing, on the plans, or both as required. GHD will coordinate with the City of Madera concerning any comments that require further discussions or clarification.

90-percent plans, technical specifications, and estimate (PS&E) will then be prepared consisting of completed plans, technical specifications, and engineer's estimate. The 90-percent PS&E will include revisions as needed based upon the City's 60-percent review comments.

# 2.6.1 90-Percent Submittal

This task includes compiling the 90-percent plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. Three full size (24x36), and one reduced size (11x17) plan set will be submitted with the technical specifications and engineer's estimate to the City of Madera for review and comment.

In addition one reduced size (11x17) plan set will be submitted to all utility owners known to have facilities within the limits of the project. This task includes all plotting, transmittal preparation, postage, and delivery of all 90-percent submittals.

# Task 2.7 Final Contract Documents

This task includes picking-up comments on the 90-percent submittal, and preparation of the final contract documents.

# 2.7.1 Final PS&E

GHD will pick up and review the 90-percent comments received from the City of Madera. These comments will be tallied in a comment resolution table for back check and reference purposes. The 90-percent comments will either be addressed in writing, on the plans, or both as required. It should be noted that at this late stage of design, it is expected that all comments would be minor in nature, and would not require significant design revisions, or modifications. Comments that necessitate significant design changes at this stage would be subject to additional fees, and would only be completed with the City's prior approval, under a separate authorization.

Final plans, technical specifications, and engineer's estimate (PS&E) will be prepared consisting of completed plans, technical specifications, and engineer's estimate. The final plans, technical specifications, and engineer's estimate will be prepared for the City's use in bidding the project for construction.

## 2.7.2 Final Submittal

This task includes compiling the Final (signed) plans, comment resolution table, technical specifications, and engineer's estimate for submittal to the City. One signed full size (24x36) Mylar set and one reduced size (11x17) plan set will be submitted to the City of Madera for bidding purposes.

In addition, one reduced size (11x17) set of the final plans will be submitted to all utility owners known to have facilities within the limits of the project.

The task also includes the submittal of the final project base files and plan sheets in AutoCAD Civil 3D format; the final project technical specifications in MS word format; and the final engineer's estimate in MS excel format.

# Task 2.8 Bidding & Pre-Construction Stage

## 2.8.1 Bid Support

GHD will be available during the bid phase of the project to provide the City assistance as required. The following services will be provided:

## Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

- Assist City staff by answering technical questions from potential bidders.
- Attend pre-bid meeting and explain key design issues.
- Draft addenda for City approval/release to clarify design intent or correct errors.
- Prepare bid summary and review bid proposals if requested by City.

# Task 2.9Construction Stage

#### 2.9.1 Construction Support

GHD will be available to provide construction support during construction as follows:

- Attend Preconstruction Conference and periodic construction progress meetings (assume three meetings total).
- Check contractor submittals for compliance with contract documents and assist with the evaluation of substitution requests.
- Assist the City with interpretation of plans and specifications, contractor requests for information, analysis of changed site conditions and corrective action(s), and address questions from Resident Engineer regarding submittals.
- Provide technical support for construction change orders.
- Prepare as-built drawings based upon contractor or Resident Engineer provided markups.

# **Preliminary Project Schedule**

GHD has prepared a Phase 2 Project Schedule based on the tasks presented in GHDs Scope of Services. A copy of the Phase 2 Project Schedule is provided on page 8 in this proposal.

# Fee and Effort Table

GHD has prepared a Phase 2 Fee and Effort Table to present our costs to provide all of the services described in our Scope of Services. A copy of GHDs Phase 2 Fee and Effort Table is provided on page 9 in this proposal.

# EXHIBIT B

# PHASE 2 - FEE PROPOSAL

								Phase 2 F	ee and E	ffort Table									
GHD																			
Test		Class Rate	Ries (PIC) \$280.00	Weiland (PM) \$260.00	Penry (QA/QC)	Kehrer (Proj Engr)	San (Engr)		Morris (Tech)	· · /	Piper (Landscape)	Mngr)	Vander Dussen (Office Srvy)	(Srvy)	Bohannon (Office Survey Tech)	Supplies and Reimbursables	Total Hours	Task Sub-Total	Phase 2 Task Totals
Task		Rate	\$280.00	\$260.00	\$250.00	\$180.00	\$160.00	\$130.00	\$125.00	\$185.00	\$170.00	\$190.00	\$155.00	\$210.00	\$115.00				\$6,280.00
2.1	Management, Meetings & Coordination		0	40			1		1				1	1	1	1	44	¢2 000 00	<b>\$0,200.00</b>
2.1.1 2.1.2	Project Management Progress Meetings (4)		2	12													14 10	\$3,680.00 \$2,600.00	
			Į.	10			l		1						Į.		10	\$2,600.00	\$11,230.00
2.2	Supplemental Surveying & Base Mapping		1				1						0			1	0	0040.00	\$11,230.00
2.2.1	Project Survey Control	_											2	20		\$300.00	2 24	\$310.00 \$5,260.00	
2.2.2 2.2.3		_										4		20	12	\$300.00	14	\$5,260.00	
2.2.3	•											10			4		14	\$1,760.00	
2.2.4		_				1	2	8				10			4		14	\$2,300.00	
	, , , , , , , , , , , , , , , , , , , ,					1	2	0									11	\$1,340.00	\$1,220.00
<b>2.3</b> 2.3.1	Utility Coordination Utility Coordination		1	1		1	1	8					1	1		1	9	\$1,220.00	<b>φ1,220.00</b>
						1		8									9	\$1,220.00	<b>*</b> 4 <b>*</b> 4 <b>* * *</b>
2.4	30-Percent Design			· .	· ·	-	-		-										\$16,100.00
2.4.1	30-Percent Plans	_		1	1	2	8	24	8								44	\$6,270.00	
2.4.2	, 3					1		8									9	\$1,220.00	
2.4.3	, , , ,					1		6								<b>*</b> ****	7	\$960.00	
2.4.4	30-Percent Submittal	_				1		4				-			10	\$300.00	5	\$1,000.00	
2.4.5	, , ,	_				1				2	00	6			12		19	\$2,700.00	
2.4.6	Preliminary Landscape Design Exhibits					1				2	20						23	\$3,950.00	<b>*</b> 00.000.00
2.5	60-Percent Design		1	1		1		1						1			1		\$22,800.00
2.5.1	60-Percent Plans			2	6	6	20	28	16	4	16						98	\$15,400.00	
2.5.2	Engineer's Estimate & Technical Specifications			1		4	16	12			4					<b>A</b> 100.00	37	\$5,780.00	
2.5.3	60-Percent Submittal					1		8								\$400.00	9	\$1,620.00	A. 170.00
2.6	90-Percent Design		í.	í.			1	l.				1	1	1		1	1		\$9,470.00
2.6.1	90-Percent PS&E			1	2	2	12	16	8	2	8						51	\$7,850.00	
2.6.2						1		8						<u> </u>		\$400.00	9	\$1,620.00	
2.7	Final Contract Documents																		\$5,800.00
2.7.1	Final PS&E			1	1	2	4	8	8	2	4						30	\$4,600.00	
2.7.2						1		4								\$500.00	5	\$1,200.00	
2.7.2	Bidding and Pre-Construction Stage																		\$2,660.00
2.8.1	Bid Support			1		4	4	8									17	\$2,660.00	
2.90	Construction Stage																		\$6,380.00
2.9.1	Construction Support			1		6	12	24									43	\$6,380.00	
	Subtotal Hou	<b>irs</b> Hours	2	30	10	36	78	174	40	10	52	22	2	20	28		504		
	Subtotal Dolla	rs Dollars	\$560.00	\$7,800.00	\$2,500.00	\$6,480.00	\$12,480.00	\$22,620.00	\$5,000.00	\$1,850.00	\$8,840.00	\$4,180.00	\$310.00	\$4,200.00	\$3,220.00	\$1,900.00		\$81,940.00	\$81,940.00

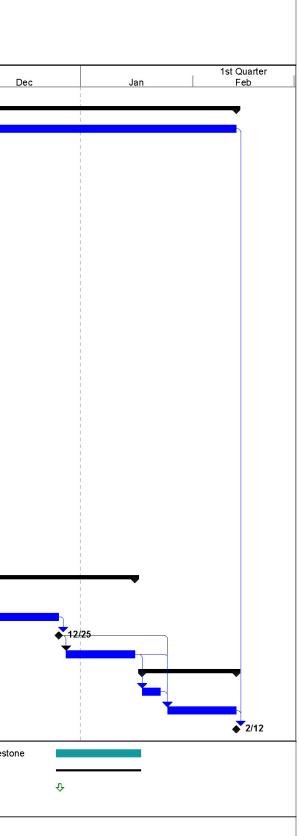
# Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera

EXHIBIT C

PHASE 2 - PROJECT SCHEDULE

					Project Schedule Phase 2 - Final Design Traffic Signal Alternative
ID	Fask Name	Duration	Start	Finish	3rd Quarter 4th Q
1	Notice to Proceed with Final Design	0 days	Mon 7/6/20	Mon 7/6/20	Jul Aug Sep Oct N ♦7/6
-	Project Management (Task 2.1)	160 days	Mon 7/6/20	Fri 2/12/21	
	Project Management and Meetings	157 days	Thu 7/9/20	Fri 2/12/21	
	Final Design Kickoff Meeting	0 days	Wed 7/8/20	Wed 7/8/20	7/8
5	Supplemental Surveying & Base Mapping (Task 2.2)	25 days	Mon 7/6/20	Fri 8/7/20	→
	Project Survey Control	5 days	Mon 7/6/20	Fri 7/10/20	
	Supplemental Topography Survey	15 days	Mon 7/13/20	Fri 7/31/20	
	CAD File Setup and TIN	5 days	Mon 8/3/20	Fri 8/7/20	
Э	Right of Way Mapping	20 days	Mon 7/13/20	Fri 8/7/20	
10	Preliminary Utility Coordination & Mapping	25 days	Mon 7/6/20	Fri 8/7/20	
1	Utility Coordination (Task 2.3)	105 days	Mon 7/6/20	Fri 11/27/20	
12	Utility Coordination	105 days	Mon 7/6/20	Fri 11/27/20	★
3	30-Percent Design (Task 2.4)	40 days	Mon 8/10/20	Fri 10/2/20	
4	30-Percent Plans	20 days	Mon 8/10/20	Fri 9/4/20	
15	Engineer's Estimate	5 days	Mon 8/31/20	Fri 9/4/20	
16	Preliminary Right of Way Exhibits	5 days	Mon 8/31/20	Fri 9/4/20	
7	30-Percent Submittal	0 days	Fri 9/4/20	Fri 9/4/20	♦ 9/4
8	Preliminary Landscape Design Concepts	10 days	Mon 8/24/20	Fri 9/4/20	
9	Agency Review	10 days	Mon 9/7/20	Fri 9/18/20	
0	Prepare Legal Descriptions/Plats	10 days	Mon 9/21/20	Fri 10/2/20	
1	60-Percent Design (Task 2.5)	45 days	Mon 9/21/20	Fri 11/20/20	
22	Pick up 30-Percent Comments	5 days	Mon 9/21/20	Fri 9/25/20	
23	60-Percent Plans	25 days	Mon 9/28/20	Fri 10/30/20	
:4	Engineer's Estimate & Technical Specifications	10 days	Mon 10/12/20	Fri 10/23/20	
25	60-Percent Submittal	0 days	Fri 10/30/20	Fri 10/30/20	<b>↓</b> 10/30
26	Agency Review	15 days	Mon 11/2/20	Fri 11/20/20	
27	90-Percent Design (Task 2.6)	40 days	Mon 11/23/20	Fri 1/15/21	
28	Pick up 60-Percent Comments	5 days	Mon 11/23/20	Fri 11/27/20	
29	Prepare 90-Percent PS&E	20 days	Mon 11/30/20	Fri 12/25/20	
30	90-Percent Submittal	0 days	Fri 12/25/20	Fri 12/25/20	
31	Agency Review	15 days	Mon 12/28/20	Fri 1/15/21	
32	Final Contract Documents (Task 2.7)	20 days	Mon 1/18/21	Fri 2/12/21	
33	Pick up 90-Percent Comments	5 days	Mon 1/18/21	Fri 1/22/21	
34	Prepare Final PS&E	15 days	Mon 1/25/21	Fri 2/12/21	
35	Final Submittal	0 days	Fri 2/12/21	Fri 2/12/21	
				at Suppress	Inactive Summary Manual Summary
oiect.	P8616SCD002 Split		<b>E</b> .4.	ct Summary nal Tasks	
ate: 0	5/25/2020 Milestone	•		nal Milestone	Duration-only
	Summary	-		ve Milestone	

# Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Updated Phase 2 Scope of Services, Schedule and Fee / City of Madera



# EXHIBIT 2

Amendment No. 2 Environmental Services

# AMENDMENT NO. 2 TO AGREEMENT WITH GHD, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE LAKE STREET, 4TH STREET AND CENTRAL AVENUE INTERSECTION

This Amendment No. 2 to the Agreement for Engineering Services for the Lake Street, 4th Street and Central Avenue Intersection Project (hereinafter called "Agreement"), between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY" and GHD, Inc. hereinafter called "CONSULTANT" is entered into this \_\_\_\_\_ day of October 2020.

#### RECITALS

WHEREAS, CITY has a project to construct improvements at the intersection of Lake Street, 4th Street and Central Avenue in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY and Omni-Means Ltd. entered into an Agreement dated December 21,2016 for professional engineering services to design such improvements; and

WHEREAS, pursuant to a request for consent of assignment and assumption of contract, the City Council adopted Resolution No. 19-111 consenting to the assignment of the Agreement to GHD, Inc. (CONSULTANT); and

WHEREAS, CITY, at the Council Meeting on February 19, 2020, determined a traffic signal is the preferred alternative for this intersection; and

WHEREAS, pursuant to an initial environmental review of the project, technical studies are needed to review the project's impact to the environment; and

WHEREAS, Amendment No. 2 to Agreement is necessary to revise the scope of work, compensation and schedule for the additional engineering services.

#### AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Services

for the Project dated December 21, 2016, and as amended by Amendment No. 1 between CITY and CONSULTANT shall be amended as follows:

**SECTION 1.** Section 2 of the Agreement shall be amended by adding the following:

# 2. <u>SCOPE OF WORK</u>:

In addition to professional services provided in the original agreement, CONSULTANT shall provide the professional services as set forth in EXHIBIT A, "Environmental Scope of Services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**SECTION 2.** Section 5 of the Agreement shall be amended to read as follows:

# 5. <u>COMPENSATION</u>

CITY agrees to pay CONSULTANT a fee for work identified in EXHIBIT A, based on the scope of work listed in EXHIBIT B, "Phase 2 Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$43,860.

**SECTION 3.** Section 11 of the Agreement shall be amended to read as follows:

# 11. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT B, Phase 2 Fee Proposal attached hereto and incorporated herein by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the

project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**SECTION 4.** Except as set forth in this Amendment No. 2, all other terms and condition in the Agreement and Amendment No. 1 shall remain in full force and effect.

**SECTION 5.** This Amendment No. 2 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

In witness hereof, CITY and CONSULTANT have executed this Amendment No. 2 to the Agreement on the date first written above.

CITY OF MADERA	GHD, Inc.
Ву:	By: Doughofte
Andrew J. Medellin, Mayor	Douglas J. Ries
	Title: <u>Vice President</u>
APPROVED AS TO LEGAL FORM	By: Kamesh Vedula
Ву:	Title: <u>Vice President</u>
Hilda Cantu Montoy, City Attorney	
	98-0425935
ATTEST:	Taxpayer ID Number

Ву: \_\_\_\_\_

Alicia Gonzales, City Clerk

# EXHIBIT A

Environmental Scope of Services

DEPARTMENT OF TRANSPORTATION DISTRICT 6 855 M STREET, SUITE 200 FRESNO, CA 93721-2716 PHONE (559) 445-6310 FAX (559) 445-5425 TTY 711 www.dot.ca.gov



Making Conservation a California Way of Life.

# REVISED

August 31, 2020

FPN: CML 5157(102)

Mr. Randy Bell Project Manager City of Madera 428 E. Yosemite Ave Madera, Ca. 93638

Dear Mr. Bell:

The California Department of Transportation (Caltrans) has approved the Preliminary Environmental Studies (PES) form for the proposed project by the City of Madera. The project proposed includes intersection improvements at the intersection of 4<sup>th</sup> Street, Lake Street and Central Avenue.

As indicated on the PES form, the following technical studies shall be prepared and provided to Caltrans for review and approval prior to obtaining the Categorical Exclusion. Please refer to the Caltrans web site at: <u>http://www.dot.ca.gov/ser/forms.htm</u> for the most up-to-date report formats and guidance. The local agency or consultant chosen to prepare the technical studies should contact the Caltrans, District 6 Environmental Planner, with questions regarding report formats and content. All technical studies are required to have the federal project number on the cover. **NEEDED TECHNICAL STUDIES** 

- <u>**Cultural Studies:**</u> Section 106- The project will require a qualified consultant prepare a cultural resources study to fulfill the requirements of Section 106 of the National Historic Preservation Act. The Section 106 study should include the following:
  - Historic Property Survey Report (HPSR): The HPSR serves as a summary document to which supporting documents are attached. It also serves to document consultation with interested parties, including Native Americans and historical groups.
  - Area of Potential Effects (APE) Map: This map depicts the area that will be impacted by the project, including staging and construction access areas, and any utility and property relocation work. The map should be plotted on an aerial photographic base, with a bar scale and north arrow. The map should depict the locations of any cultural resources identified in the APE. Roads, bridges, and creeks should be clearly labeled. The APE map should have a signature and date block for "Caltrans Professionally Qualified Staff" and "Caltrans Local Assistance Engineer." Caltrans will approve the APE map prior to completion of the HPSR.

August 31, 2020 Page 2

- Historic Resources Evaluation Report (HRER): Evaluation of historic archaeological resources and built-environment resources such as buildings and bridges are documented in an HRER. The HRER format and content guide is available at <u>http://www.dot.ca.gov/ser/vol2/ex\_6\_2 hrer.pdf</u>
- <u>Visual Impact Assessment</u>: Complete the online questionnaire to help determine the Visual Impact Assessment (VIA) level (<u>The online questionnaire can be completed by the local agency project engineer or planner</u>): <u>https://dot.ca.gov/programs/design/lap-visual-impact-assessment/lap-via-questionnaire</u> This scoring system should be used as a preliminary guide and should not be used as a substitute for objective analysis on the part of the preparer. Although the total score may recommend a certain level of VIA document, circumstances associated with any one of the ten question-areas may indicate the need to elevate the VIA to a greater level of detail. <u>Provide Caltrans with a copy of the score generated and the appropriate level of documentation that corresponds to the score.</u>

If, as a result of the online questionnaire, or other determination, a Visual Impact Assessment is required those are to be performed under the direction of a licensed Landscape Architect.

The Standard Environmental Reference, Environmental Handbook, Volume I: Chapter 27-Visual & Aesthetics Review lists preparer qualifications for conducting the visual impact assessment process. Landscape Architects receive formal training in the area of visual resource management and can appropriately determine which VIA level is appropriate.

The following technical studies shall be prepared by Caltrans staff prior to obtaining the Categorical Exclusion.

• **Biological Resources:** A technical "memorandum to file" will be prepared by the Caltrans Biologist.

Rachel Padilla, Associate Environmental Planner, will be your primary contact at Caltrans District 6 Environmental Analysis for this project. Please do not hesitate to contact the environmental planner assigned if you have any questions regarding the environmental requirements for this project at (559) 445-6313 or myself at (559) 445-6310.

Sincerely,

Share Gum

SHANE GUNN, Chief Environmental Analysis, Planning, and Local Programs

# EXHIBIT B

Environmental Fee Proposal



September 4, 2020

Mr. Randy Bell, P.E. / Project Development Coordinator City of Madera Engineering Department 205 West 4<sup>th</sup> Street Madera, CA 93637

Dear Randy:

#### Re: Proposal: Lake Street/4<sup>th</sup> Street/Central Avenue Intersection Improvements Project Environmental Technical Studies

This letter represents GHD's proposal to prepare environmental technical studies identified as required to support the project's National Environmental Policy Act (NEPA) environmental process. The previous Phase 1 Scope of Services prepared by GHD (formerly Omni-Means) in 2016 included preparation of a Preliminary Environmental Study (PES) in support of the project's NEPA environmental process. When the scope of services was prepared, it was noted that it was difficult to pre-determine which, if any, environmental technical studies will be required by Caltrans. Per Caltrans guidelines, a list of required environmental technical studies are provided to the City after preparation of the PES. The PES has subsequently been prepared and submitted to Caltrans for review, comment and approval. The PES has been approved by Caltrans who also identified that the City shall prepare and provide the following environmental technical studies:

- Visual Impact Assessment (VIA)
- Area of Potential Effects (APE) Map
- Historic Property Survey Report (HPSR)
- Historic Resources Evaluation Report (HRER)

The scope of services also noted that, after Caltrans identified the required environmental technical studies, a separate proposal would be provided to prepare the required studies. GHD will manage this effort, provide coordination with the City and provide engineering technical support. GHD's environmental subconsultant Crawford & Bowen (C&B) will act as our Environmental Lead in preparing the required environmental technical studies. The following represents C&B's proposed scope of work to provide the additional environmental documentation required by Caltrans.

# Visual Impact Assessment (VIA)

C&B will conduct the Caltrans online Visual Impact Assessment (VIA) and will prepare a corresponding technical memorandum to supplement the VIA. The online VIA assessment will result in a numeric score that will determine the level of impact. It is not anticipated, nor included as part of this proposal, that a full VIA will be required based on the initial assessment, but that the online VIA and technical memorandum will be sufficient.

## Project APE Map, HPSR and HRER

C&B will utilize ASM Affiliates to prepare the APE map, HPSR and HRER. ASM will prepare an APE map for Caltrans review and signature. ASM assumes participation in a conference call with the Caltrans District 6 Professionally Qualified Staff (PQS). The APE map will be finalized before work

begins on the Historic Resources Evaluation Report (HRER) and Historic Property Survey Report (HPSR). ASM assumes that the APE will include the intersection of 4th Street/Lake Street/Central Avenue and will include portions of not more than five adjacent parcels.

After approval of the APE, ASM will prepare a narrative format HRER and HPSR form following Caltrans guidelines, specifically Exhibit 2.6 Historic Property Survey Report Format and Content Guidelines and Exhibit 6.2 Historic Resources Evaluation Report Format and Content Guide (May 2015). The purpose of the HRER will be to evaluate up to 20 buildings more than 45 years old within the APE following the Caltrans standard HRER format. ASM will obtain a records search from the Southern San Joaquin Valley Information Center (SSJVIC) to identify known properties. A team of one Architectural Historian and one Archaeologist will conduct a pedestrian survey of the APE. We assume that the results of the archaeological survey will be negative and will be limited to the proposed area of ground disturbance; no Archaeological Survey Report (ASR) will be prepared. We assume no more than 20 residential properties in the APE will require survey and evaluation by an architectural historian; survey will be done from the public right of way only. Archival research will be conducted to document the site-specific history for those 20 properties. Current closures of City and County offices may limit access to archival records; as such, their analysis may be based on the extent of the records they are able to obtain.

The HRER will contain a summary of findings, project description, research and field methods, historical overview, description of cultural resources, resource significance, findings, and conclusions. The HPSR form will summarize the HRER and contain a summary of findings, project description, consulting parties, summary of identification efforts, and findings. The analysis and reports will be prepared by ASM's Archaeologists, Architectural Historians, and Historians who meet the Secretary of the Interior's Professional Qualification Standards. ASM assumes three iterations of each report will be required (two drafts, one final) to respond to agency comments. It is assumed that those comments will be editorial in nature and will not require additional research or site visits.

GHD's estimated fee to complete all of the environmental technical studies services is \$43,860.00 as summarized below.

Management, Coordination & Engineering Technical Support	\$ 3,360.00		
Preparation of VIA, APE Map, HPSR & HRER	\$40,500.00		
Total Estimated Fee:	\$43,860.00		

The estimated schedule to having drafts of the various environmental documents is as follows:

- Visual Impact Assessment: 3-weeks from Notice to Proceed
  - APE Map: 3-weeks from Notice to Proceed
- HRER/HPSR: Draft within 10 weeks of approved APE Map

Final documents will depend on Caltrans review times, number and level of comments received, and any subsequent draft resubmittals.

We look forward to continue working with you and the City on this project. Please feel free to contact me if you have any questions regarding our proposal.

Sincerely,

GHD

DEWE-L/

Joseph W. Weiland, P.E. Senior Manager

P8616PRL003 / JWW