

## CITY OF COALINGA AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES FOR RIGHT OF WAY SERVICES

This Agreement for On-Call Professional Services (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Coalinga, a Municipal Corporation (“City”), and SWCA, Incorporated (“SWCA”) (“Provider”).

### RECITALS

A. Provider represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Provider represents to City that they possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Provider to render the services as set forth in this Agreement, as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Provider.** Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.

2. **Scope of Services.** The Provider shall perform on-call professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider shall correct any and all errors and/or omissions, which arise out of Provider’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections upon City’s request and at no cost or expense to City.

3. **Time of Performance.** This agreement shall remain in effect until the services have been delivered and not to exceed \$150,000.00. Contract time of completion for individual projects will be agreed upon before assignment of each project to Provider. Services designated in the scope of work shall be completed on agreed date unless prior written approval for a time extension has been granted by the Assistant City Manager or his/her designee.

4. **Compensation.** Compensation to be paid to Provider shall not exceed \$150,000.00

a. The total amount paid to Consultant under this Contract shall not exceed one hundred fifty thousand dollars (\$150,000.00). Consultant will be reimbursed for hours worked at the hourly billing rates specified in Exhibit "C" attached hereto and incorporated herein by this reference. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s) and the applicable hourly rate. These rates are only adjustable in accordance with Exhibit "C".

b. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the executed Task Order. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Task Order.

c. Specific projects will be assigned to Consultant through issuance of Task Orders.

d. After a project to be performed under this Contract is identified by the City, the City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the City and Consultant.

e. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, as set forth in the Contract, at the discretion of the City's Assistant City Manager, or his/her authorized representative.

f. When milestone cost estimates are included in the Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Assistant City Manager or his/her authorized representative before exceeding such estimate.

g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

h. Consultant shall not commence performance of work or services until notification to proceed has been issued by the City's Assistant City Manager or his/her authorized representative. No payment will be made prior to approval or for any work performed prior to approval of this Contract.

i. A Task Order is of no force or effect until executed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by City.

j. Consultant will not be allowed to add a markup on all sub-consultant and vendor invoices.

k. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Assistant City Manager or his/her authorized representative of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Task Order and shall reference this Contract number, project title and Task Order number. Credits due City that include any equipment purchased under the provisions of Section 15 (Property of City) of this Contract, must be reimbursed by Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to City's Assistant City Manager or his/her authorized representative at the following address:

Tri City Engineering  
Attn: "Project Name"  
4630 W. Jennifer Avenue, Suite 101  
Fresno, California 93722

5. **Method of Payment.** Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Provider no later than 30 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not include in the Scope of Work. Extra work will be performed on an hourly basis under the Provider's most current hourly fee schedule. Provider shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Provider. Upon termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Provider in order to reimburse City for any losses, damages or expenses caused by Provider's default under this Agreement.

8. **Equal Opportunity Employment.** Provider represents that it is an equal opportunity employer and it shall not discriminate against any sub provider, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Provider shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Provider by City.

9. **Insurance Requirements.**

a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. General Liability Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. 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 TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

b. If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

c. Provider's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

d. Provider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Provider shall be deemed to have satisfied the insurance requirements of this contract as long as:

a. the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate

requirements identified in this subsection a.; and

b. coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

e. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Provider to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

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

a. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations; products used by Provider; or automobiles owned, leased, hired or borrowed by Provider. General liability coverage can be provided in the form of an endorsement to Provider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. For any claims related to this contract, Provider's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Provider's insurance and shall be non-contributory.

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

g. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

h. Provider shall furnish the City with original 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 approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Provider hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Provider may acquire

against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Provider agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

j. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Indemnification.** To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Provider.

11. **Independent Contractor Status.** It is understood and agreed that Provider, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Provider shall obtain no retirement benefits or other benefits which accrue to City's employees and Provider hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Provider.

12. **Provider's Books and Records.**

a. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement.

b. Provider shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Provider's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Provider, Provider's representatives, or Provider's successor-in-interest.

13. **Professional Ability of Provider.** City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be [NAME] who shall not be replaced without the written consent of the City. All work performed by Provider under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Provider's field of expertise working in Fresno County.

14. **Compliance with Laws.** Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Provider shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

15. **Licenses.** Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall maintain a City of Coalinga business license.

16. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express written consent of the City, which will not be

unreasonably withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (1) create any contractual relationship between City and sub Provider; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

17. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Fresno, State of California for any proceeding arising hereunder.

18. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

19. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

21. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Fresno County, California.

22. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties



are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE (“JAMS”) or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. **Authority to Enter Agreement.** Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

25. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

**CITY:**

City of Coalinga  
155 West Durian  
Coalinga, California 93210

**PROVIDER:**

SWCA, Incorporated  
20 East Thomas Road  
Phoenix, Arizona 85012

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF COALINGA, a Municipal Corporation

By: \_\_\_\_\_  
Sean Brewer, Interim City Manager

PROVIDER

By: \_\_\_\_\_  
William (Bill) Henry, Director

APPROVED AS TO CONTENT:

ATTEST:

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Sean Brewer  
Assistant City Manager

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City Clerk/Deputy City Clerk

Attachments:

Exhibit A – Scope of Work

## **Exhibit 1 – Scope of Work**

## D. SCOPE OF WORK

The following section includes a detailed sample scope of work that could be applicable to a project under the on-call contract. SWCA will provide a detailed, project-specific scope of work and cost estimate for each project under the on-call contract, based on project- and site-specific details.

### 1. SCOPE OF WORK

The following scope of services identifies the tasks SWCA will complete to prepare an Initial Study, anticipated to lead to an MND, and technical studies required for CEQA and NEPA compliance that are independent, objective, and unbiased. Our project team has a reputation and long-demonstrated capacity to prepare neutral and unbiased environmental documents. Our team would apply this high level of integrity and independent judgement to the environmental compliance documentation for the proposed project.

As discussed previously, we believe we can utilize our recent and ongoing experience preparing CEQA/NEPA technical reports for Segments 1, 2, 3, 3N, 4, 9, 13 and 14 of the TMP to build efficiencies in our scope and budget for this project. We would do so by building on our existing knowledge of the project, project area, resources of concern, and familiarity with Caltrans staff and local tribal groups; repurposing previous deliverables as templates for the proposed project; and implementing previous feedback we received from City and Caltrans staff and local tribal groups on the deliverables prepared for the previous TMP projects we have supported.

#### A. TASK 1: INFORMATION REVIEW, PROJECT DESCRIPTION, AND PRELIMINARY ENVIRONMENT STUDY FORM

##### *Task 1.1: Project Management*

SWCA project management will include general management of the SWCA team, coordination and correspondence with the City, management of the project scope and budget, and QA/QC. An [SWCA Project Manager](#) will be the day-to-day contact and responsible for overseeing all aspects of the environmental analysis, communicating and coordinating with City staff, and ensuring adherence to the schedule and budget. This task also includes ongoing correspondence and periodic meetings with City staff to discuss the progress of the project and any items needing additional coordination.

##### *Task 1.2: Information Review*

Following receipt of notice to proceed (NTP), SWCA staff will review all background documents, project documents, and project design plans available and prepare a request for information (RFI) for any additional project details that are needed to prepare a thorough project description that meets funding requirements, controls the scope of the environmental process, and ensures consistency among all CEQA/NEPA deliverables.

##### *Task 1.3: Project Description*

Following NTP and feedback from the City in response to the RFI, SWCA will coordinate with the City to prepare the draft project description for review by the City based on the project plans (as available or modified, as necessary) and existing documentation, as well as any additional information provided by the project team. The project description will also include any details pertinent to CEQA analysis. Upon receipt of comments on the draft submittal, SWCA will finalize the project description and prepare a revised draft for City review prior to finalizing for use in CEQA/NEPA technical reports.

### ***Task 1.4: Preliminary Environmental Study Form***

If required, SWCA will prepare a PES form, using the most updated version available on the Caltrans SER, which is required for all Local Assistance projects. The content of the PES will be populated with information that would have been gathered during preparation of the TMP, and the PES will provide sufficient information to determine the environmental issues to be addressed and the evaluations and/or studies that must be undertaken for CEQA/NEPA environmental clearance. Sections A–G of the PES must be completed, and an early coordination meeting with the City and Caltrans District Local Assistant Engineer (DLAE) will be requested. Based on our recent experience, we anticipate this meeting may be virtual or may not be necessary, as determined by Caltrans staff. This task includes a site visit and participation in the early coordination meeting with Caltrans (anticipated to be via conference call) by an [SWCA Project Manager](#). Where appropriate, SWCA will utilize the PES prepared and approved by Caltrans for Segments 1, 2, 13, and 14 as an example and will take previous Caltrans feedback into consideration while preparing the PES for additional active transportation projects under the on-call contract to avoid receiving redundant comments from Caltrans and hopefully facilitate a faster review process. SWCA staff will also be available to assist City staff with any follow-up coordination with Caltrans if questions about the PES arise.

## **B. TASK 2: INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION**

### ***Task 2.1: Administrative Draft IS/MND***

SWCA will prepare the Administrative Draft IS/MND using the City's preferred template (or using the IS/MND prepared by SWCA for Segments 1, 2, 13, and 14 as a template). Preparation of the CEQA IS Checklist will include an assessment of all resources as required by State CEQA Guidelines Appendix G. The environmental analysis will incorporate all previously prepared technical studies and any information provided by the City, its subconsultants, or other agencies. Project-specific air emissions will be quantified using the California Emission Estimator Model (CalEEMod), and output spreadsheets will be included as an attachment to the IS/MND. Additional background information will be obtained from the City of Coalinga General Plan, the TMP, any applicable planning documents, resource agency online documents, and our in-house library.

The Administrative Draft IS/MND will be written in language understandable to the public and decision makers and will utilize graphics and tables to clearly present information. It will be concise and focus on the most important issues identified through public and/or internal scoping. Key issue areas are anticipated to include biological resources, noise, and temporary construction-related impacts. The IS/MND will include an MMRP, which will identify each mitigation measure, the appropriate milestone or timing to implement the measure, the responsible party, and any reporting requirements.

### ***Task 2.2: Draft IS/MND and CEQA Noticing***

This task assumes up to two rounds of City review and revision for all sections of the IS/MND. Following receipt of comments from the City, SWCA will finalize the Draft IS/MND and MMRP for public review and circulation. SWCA will prepare all required CEQA notices, including the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), Summary Form for State Clearinghouse submittal, and Notice of Completion (NOC). SWCA will submit electronic copies of the Draft IS/MND, MMRP, and notices and assumes the City will reproduce the IS/MND and submit to all agencies and interested parties identified on a City-approved mailing list, including the State Clearinghouse for circulation. SWCA assumes the City will be responsible for all public noticing, such as onsite posting, newspaper advertisement listing, and filing the NOC at the Fresno County Clerk's office.

### ***Task 2.3: Response to Comments and Final IS/MND***

After the close of the 30-day public comment period on the Draft IS/MND, SWCA will review agency and public comments received by the City. Although not strictly required by CEQA for an MND, if requested by the City, SWCA will prepare written responses to substantive comments received on the IS/MND for the administrative record and to

inform decision makers. SWCA assumes no more than 10 substantive comments will require responses. SWCA will incorporate any necessary clarifications and edits and prepare the Final IS/MND and MMRP. SWCA will prepare a draft Notice of Determination (NOD) for the City's review and assumes the City will file the NOD at the Fresno County Clerk's office upon final project determination. This task does not include payment of California Department of Fish and Wildlife (CDFW) CEQA Environmental Document Filing Fees or Fresno County Clerk processing fees.

### C. TASK 3: ANTICIPATED TECHNICAL STUDIES

Based on our understanding of the project, project area, resources of concern, and experience preparing the PES and technical studies for Segments 1, 2, 3, 4, 9, 13, and 14, as well as our coordination with Caltrans staff during the preparation of those deliverables, we have identified the following technical studies we anticipate will be identified in the PES for additional active transportation projects under the on-call contract. To the extent feasible, SWCA will utilize previously prepared technical studies as templates for preparing the following technical studies to be as efficient as possible with our budget and schedule.

#### *Task 3.1: Natural Environment Study – Minimal Impacts*

SWCA understands biological resources, including wetlands and special-status species, were considered during preparation of the TMP and wetlands were found to be present in the vicinity of Segment 3. The following 22 special-status species are considered to have the potential to occur in the city of Coalinga:

- great Valley Mesquite Scrub
- pale-yellow layia (California Native Plant Society [CNPS] Rank 1B.1)
- San Joaquin woollythreads (Federal Endangered)
- forked fiddleneck (CNPS Rank 4.2)
- California jewelflower (Federal Endangered, State Endangered)
- Hoover's eriastrum (CNPS Rank 4.2)
- recurved larkspur (CNPS Rank 1B.2)
- Northern California legless lizard (State Species of Special Concern [SSC])
- California glossy snake (State SSC)
- San Joaquin coachwhip (State SSC)
- blunt-nosed leopard lizard (Federal Endangered, State Endangered)
- Hopping's blister beetle (CDFW Special Animal)
- Morrison's blister beetle (CDFW Special Animal)
- tricolored blackbird (State Threatened)
- LeConte's thrasher (State SSC)
- burrowing owl (State SSC)
- Swainson's hawk (State Threatened)
- short-nosed kangaroo rat (State SSC)
- western mastiff bat (State SSC)
- American badger (State SSC)
- San Joaquin kit fox (Federal Endangered, State Threatened)
- San Joaquin pocket mouse (State SSC)

SWCA will evaluate the presence/absence of sensitive botanical and wildlife resources and provide the findings in an NES-MI. The NES-MI will consist of an impact analysis of the sensitive biological resources with potential to occur within the project impact area. In preparation of this proposal, SWCA has reviewed the existing data and conducted an updated review of species that would need to be evaluated for this project. This list of species was acquired through a 5-mile radius search of the project impact area, through queries of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) planning tool and CDFW California Natural Diversity Database (CNDDDB).

In support of the NES-MI, SWCA would request an official species list from the USFWS, which lists all federal species that would need to be taken into consideration. SWCA will also reach out to the Caltrans District Biologist to request that Caltrans submit a request for a species list from the National Oceanic and Atmospheric Administration National

Marine Fisheries Service (NOAA Fisheries) as a matter of protocol, even though we do not anticipate any impacts to sensitive aquatic species. This is a required protocol of Caltrans and may be subject to change in the future by NOAA. Per Caltrans requirements, the official species lists must be acquired within 6 months of submitting the NES-MI for review.

Following the database search and literature review, SWCA will coordinate with our subconsultant Aardvark to conduct a seasonally appropriate field survey to collect the baseline information for vegetation communities, habitat types, and plant and wildlife species. Resources identified during the field survey will be mapped with Global Positioning System (GPS)/GIS and overlain on plans and/or aerials provided by the City.

The botanical survey will follow the applicable guidelines from the USFWS *General Rare Plant Survey Guidelines* and CDFW *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys to add to the previous botanical and wildlife inventory.

We understand wetland resources are present in the vicinity of Segment 3; however, we assume future projects under the on-call contract would be designed to avoid impacts to creeks and associated aquatic resources and that formal jurisdictional delineations will not be necessary. If determined necessary by the City or Caltrans, SWCA can provide this service under a contract amendment.

The NES-MI will include a description of each project alternative currently under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and aquatic features; evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The NES-MI will also adequately address invasive plant species as required by Executive Order 13112.

SWCA feels our team is particularly well qualified to prepare NES-MIs for future projects under the on-call contract in the most efficient manner possible since our staff have already completed biological and botanical surveys for Segments 1, 2, 3, 4, 9, 13 and 14. Our staff have prepared and are currently preparing several NES-MI documents for various local agency clients, and our biologists have prepared NES-MIs directly for Caltrans under a 9-year staff augmentation contract with Caltrans District 5. SWCA has a very thorough understanding of the NES-MI template and requirements. To maintain a high level of efficiency, SWCA would use existing documents from the area to the extent feasible, which would be primarily used as reference to capture existing data on species occurrences in the region. SWCA will compile information from these individual studies and will use the most current Caltrans SER template available to prepare the Draft NES-MI for submittal to the City and Caltrans.

### ***Task 3.2 Biological Assessment***

If, during preparation of the NES-MI, the project is determined to have the potential to result in adverse effects to a federally listed species or critical habitat that necessitate mitigation, preparation of a BA will be required. The BA shall be prepared to evaluate the potential impacts to species that are listed as threatened, endangered, or candidate species under the FESA. The BA shall be prepared in accordance with the legal requirement founds in Section 7(a)(2) of the FESA (16 United States Code [USC] 1536(c) and shall follow the latest template in the Caltrans SER.

### ***Task 3.3: Cultural Resources Studies***

#### **Task 3.3.1: Archaeological Survey Report**

##### ***Area of Potential Effects Mapping Assistance***

SWCA will prepare an Area of Potential Effects (APE) map that includes a delineation of the area of direct impact and area of indirect effects. The map will depict the existing and proposed right-of-way, staging areas, and location of any

cultural resources identified in the APE. The map will be created at a scale of 1":200' and printed on 11 × 17 sheets. The APE map will be consistent with the guidance in the Caltrans SER and consistent with previous guidance received from City and Caltrans staff. The APE map will also include the appropriate signature blocks for Caltrans reviewers.

### ***Records Search***

SWCA will conduct a records search for the project area at the California Historical Resources Information System (CHRIS) Southern San Joaquin Valley Information Center (SSJVIC), located at California State University, Bakersfield. SWCA assumes that Caltrans will require a 1-mile search radius. SWCA further assumes that the records search will be completed at the SSJVIC for a maximum direct cost of \$900.00 and will be conducted at standard rates. If rush rates are required, then a Change Order may be necessary. We will also check to see how the records search results we received for previous segments can be used to avoid any unnecessary overlap with this records search to try to reduce costs.

### ***Native American Coordination***

Pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3), preparation of the ASR and HPSR will include coordination with up to 20 local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. SWCA will initiate this task by contacting the NAHC to request a Sacred Lands File search and a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two telephone calls will be made to each of the Native American groups on the NAHC list to document good-faith efforts at follow-up. This consultation is for NHPA Section 106 purposes only. SWCA assumes that the City will conduct Native American consultation as required by AB 52.

### ***Archaeological Survey Report***

SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the APE and prepare updates to the California Department of Parks and Recreation (DPR) 523 Series forms for the portion of the site within the APE. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Upon completion of the field survey, SWCA will prepare the ASR according to Caltrans' current guidance as specified in the SER. The ASR will document the results of the records search, Native American scoping, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to the City and Caltrans for review.

SWCA assumes that no archaeological resources will be encountered; any additional previously unrecorded or newly recorded archaeological resources identified during the records search or survey would require a change order for formal recordation. The survey area will be limited to the direct APE. SWCA assumes that preparation of the ASR will not require more than one revision based on comments from Caltrans or the City.

### **Task 3.3.2: Historic Resources Evaluation Report**

SWCA understands that portions of the areas surrounding the APE were historically developed, and historical resources may be required to be evaluated as part of the cultural resources studies. SWCA understands that several prior studies (including those prepared for previous segments and by Caltrans for work along State Route 99) have been conducted within and near the APE, which, upon receipt of the records search effort described under [Task 3.3.1](#),



will be reviewed for adequacy and applicability to the current project. The following is a basic summary of steps taken to complete the HRER.

#### ***Local Governments/Local Historic Group Coordination***

Pursuant to 36 CFR 800.4(a)(3), documentation will include coordination with up to five individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Coordination will include inquiries to local governments and historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Up to two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up.

#### ***Built Environment Survey, Archival Research, and California Department of Parks and Recreation Forms***

Our qualified architectural history team is highly familiar with the SER *Volume 2, Cultural Resources: Exhibit 1.1*, which outlines the 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as It Pertains to the Administration of the Federal-Aid Highway Program in California* (Caltrans PA). In addition to providing guidance for the assessment of effects to historic properties, the Caltrans PA provides evaluation exemptions for various types of properties within the APE, including those that visibly lack integrity.

Per Caltrans requirements, SWCA qualified architectural historians will direct an intensive-level survey of the entire APE to identify and document previously unrecorded historic properties that may be impacted by the proposed project. For the purposes of this proposal and cost estimate, SWCA assumes that the APE will include the direct project footprint and any adjacent buildings, structures, or objects. During the survey, architectural historians will record each property address within the APE using tablet computers prepopulated with relevant data about the project area and its setting to streamline and accelerate the field recordation process. Field documentation will also include digital photographs of each property to support field observations. Following the field survey, archival research will be conducted to ascertain the age, alterations, and significance of each architectural resource. The archival research will entail a review of historic documents, records, and photographs for information about each property and resources that may be contained therein. Properties that are found to be significantly altered and no longer contain sufficient integrity to convey their historical significance will be exempted from further study, in accordance with the Caltrans PA. Details of these properties and the justification for their exemption will be presented to the Caltrans reviewer for concurrence.

Properties that do not qualify for exemption in accordance with the Caltrans PA will be formally recorded on individual DPR Series 523 forms and will be evaluated for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR), and for local listing. SWCA understands that the project area is highly urbanized with buildings older than 45 years of age, some of which have not been previously evaluated for historical significance. SWCA assumes that a maximum of four properties containing buildings of historic age, that cannot be exempted in accordance with the Caltrans PA, are located within the project area and would require recordation on DPR Series 523 forms. Should additional resources older than 45 years be identified within the project area, SWCA would request a change order to conduct the additional work.

#### ***Historical Resources Evaluation Report***

Upon completion of the APE map, coordination with local historical groups, and the built environment survey and archival research, SWCA will prepare an HRER. The HRER will be prepared according to current guidance as specified in Caltrans SER Volume 2. SWCA assumes only one round of revisions to the HRER will be required.

#### **Task 3.3.3: Historic Property Survey Report**

Upon completion of the ASR ([Task 3.3.1](#)), SWCA will prepare a short-format Caltrans HPSR according to Caltrans’ current guidance, as specified in the SER. The HPSR is the overarching document that summarizes the results of the

cultural resources investigation; it will include a project description; a description of the APE; details of coordination with Native American groups/individuals, local government, and historic groups; a summary of identification efforts; information regarding any properties identified within the APE; a list of attached documentation; and the findings of the study. SWCA assumes that only one revision to the HPSR will be required. If the project APE is found to contain historic properties, as described under NHPA Section 106, additional cultural studies would become necessary, SWCA has provided additional budget to include up to four additional resources.

#### **Task 3.4: Phase I Initial Site Assessment**

Haro Environmental will prepare a Phase I ISA consistent with ASTM Standard E1527-13, *Standard Practice for Environmental Site Assessments* and Caltrans SER *Environmental Guidance Handbook, Volume 1, Chapter 10 Hazardous Materials, Hazardous Waste, and Contamination, Initial Site Assessment*. The purpose of the ISA is to evaluate the potential for soil or groundwater contamination from current or past use, storage, and/or handling of hazardous materials on or near the project area. To evaluate the potential for hazardous materials, Haro Environmental will research the past land use near the project area through aerial photographs, oil and gas well maps, interviews, and other records.

Haro Environmental will prepare a report summarizing the results of the ISA, which will present the findings regarding past land use on and around the project area, an opinion regarding the potential for soil or groundwater contamination potentially affecting the project area, the potential for lead-based paint and asbestos, and recommendations for additional assessment, if deemed necessary. The collection and analysis of any media (e.g., soil, groundwater) is not part of this scope. Based on the findings of the ISA, recommendations for additional assessment including a PSI will be provided, if warranted.

## **D. DELIVERABLES**

SWCA is proposing the following deliverables for the sample project, identified by task:

- **Task 1: Information Review, Project Description, and Preliminary Environment Study Form**
  - Request for Information
  - Project Description
  - Preliminary Environment Study Form
- **Task 2: Initial Study and Mitigated Negative Declaration**
  - Administrative Draft Initial Study/Mitigated Negative Declaration
  - Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
  - Notice of Intent (NOI), Notice of Availability (NOA), Notice of Completion (NOC), State Clearinghouse Summary Form
  - Response to Comments and Final IS/MND
  - Notice of Determination
- **Task 3: Anticipated Technical Studies**
  - Natural Environment Study – Minimal Impacts
  - Biological Assessment (if necessary)
  - Area of Potential Effects Map
  - Archaeological Survey Report
  - Historic Resources Evaluation Report
  - Historic Property Survey Report
  - Phase I Initial Site Assessment

## E. SCHEDULE OF WORK

SWCA would be prepared to initiate the appropriate scope of work immediately after receiving a signed contract and NTP. SWCA will commence the scope of work immediately following NTP ([Table 2](#)).

**Table 2. Proposed Schedule**

| MILESTONE  | TIMEFRAME <sup>1</sup>                                 |
|--|--|
| <b>TASK 1: INFORMATION REVIEW, PROJECT DESCRIPTION, AND PRELIMINARY ENVIRONMENT STUDY FORM</b> |  |
| Task 1.1: Project Management   | Throughout project duration                            |
| Task 1.2: Information Review   | 2 weeks following NTP                                  |
| Task 1.3: Project Description  | 2 weeks following response to RFI                      |
| Task 1.4: Preliminary Environmental Study Form   | 2 weeks following approval of Project Description      |
| <b>TASK 2: INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION</b>                                |  |
| Task 2.1: Administrative Draft IS/MND  | 30 days following completion of technical studies      |
| Task 2.2: Draft IS/MND and CEQA Noticing   | 2 weeks following receipt of comments on Admin IS/MND  |
| Task 2.3: Response to Comments and Final IS/MND  | 2 weeks following close of 30-day public review period |
| <b>TASK 3: ANTICIPATED TECHNICAL STUDIES</b>   |  |
| Task 3.1: Natural Environment Study – Minimal Impacts  | 4–6 weeks <sup>2</sup>                                 |
| Task 3.2: Biological Assessment (if necessary)   | 2-4 weeks following approval of NES-MI <sup>3</sup>    |
| Task 3.3: Cultural Resources Studies   |  |
| Task 3.3.1: Archaeological Survey Report   | 8–12 weeks <sup>4</sup>                                |
| Task 3.3.2: Historic Resources Evaluation Report   | 8–12 weeks <sup>4</sup>                                |
| Task 3.3.3: Historic Property Survey Report  | 8–12 weeks <sup>4</sup>                                |
| Task 3.4: Phase I Initial Site Assessment  | 4–6 weeks  |
| <b>TOTAL ESTIMATED PROJECT DURATION</b>  | <b>8–9 months following NTP<sup>2</sup></b>            |

<sup>1</sup> This timeframe does not account for City or other agency review periods.

<sup>2</sup> This schedule will commence once requested data is obtained. The timing of botanical surveys is seasonally restricted and must be completed during spring and early summer, which will affect the overall project duration.

<sup>3</sup> The need for this technical study will be determined following field work completed for Task 3.1.

<sup>4</sup> This schedule assumes no delays due to receipt of records search results or delays in response from the NAHC. For a project of this size, the typical response time from the SSJVIC and the NAHC is 2 to 3 weeks. In the event requests are received sooner than the typical 3-week timeframe, it is possible this study may be completed before the estimated 45 days.

## 2. COST CONTROL AND BUDGETING METHODOLOGY

SWCA understands that agency staff and management have a vested interest in the final product and are required to defend the content and recommendations found in these documents to decision makers and the public. SWCA also understands that agency staff and management are often constrained by strict budget and schedule limitations. SWCA’s philosophy in preparing CEQA- and NEPA-compliant documents includes working closely with the lead agency with respect to potentially critical issues that are identified at any point in the document preparation process.

By communicating frequently throughout each project’s preparation period, SWCA’s project manager will keep City staff informed of the status, budget, and approach for the project. If requested, we can also prepare regular progress reports, which are sent out via e-mail to the SWCA team and client to provide updates on the status and budget. The progress reports identify action items that have been completed or are still pending and document the progress of tasks identified in the scope of work. Whether it is through the use of regular status reports or other means, by