

**DEPARTMENT OF TRANSPORTATION**

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227- 6839

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>

*Flex your power!
Be energy efficient!*

March 3, 2015

Contract No. 43A0323**U.S. Army Corps of Engineers****Regulatory Division****Attn: Leah Fisher**

1325 J Street

Sacramento, CA 95814-95814-2922

A fully executed copy of the above-referenced Contract is enclosed for your files. You are not authorized to commence work until you have been notified by the State's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work or services performed prior to contract approval. Nor is the Contract Manager authorized to change the terms of the contract without an approved contract amendment.

All invoices are to be submitted to the Contract Manager in triplicate:

- with the above Contract Number placed next to your firm's name,
- with your Address and Phone Number preprinted on the invoice in the format shown in the contract, if appropriate,
- with All Documentation required to prove costs, and
- with Any Additional Information required by the terms of the contract.

You are encouraged to pay your suppliers and subcontractors in a timely manner. You are also reminded that, unless stipulated otherwise in the contract, you must pay your suppliers and subcontractors prior to requesting any reimbursement, if applicable, from the State.

A fully approved contract or additional amendment is required to:

- **extend** the term of the contract.
- **change** the description or scope of work.
- **allow** any additional costs to be incurred which would exceed the cost limit set in the contract.

A minimum of 30-60 days should be allowed for processing a contract amendment.

All questions regarding invoices, documentation supporting invoices, payments, and services are to be directed to **Natalie Hand, at 916-654-5502.**

Sincerely,

Cynthia Plascencia

Cynthia Plascencia
Contract Analyst

cc: Contract Manager

Enc.: Executed Agreement

	Department of Transportation
	AGREEMENT NUMBER 43A0323
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Governmental Entity named below:

STATE AGENCY'S NAME	California Department of Transportation (Caltrans)
GOVERNMENTAL ENTITY NAME	U.S. Army Corps of Engineers (Corps)
- The term of this Agreement is: **February 1, 2015** or upon DGS approval, whichever is later through **January 31, 2020**
- The maximum amount of this Agreement is: **\$4,544,637.00**
Four Million Five Hundred Forty-Four Thousand Six Hundred Thirty-Seven Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Memorandum of Agreement between Caltrans and U.S. Army Corps of Engineers	22 Pages
Attachment 1 – Rates for Services/Five Year Budget Estimate Summary	4 Pages
Attachment 2 – Sample Quarterly Report	2 Pages
Attachment 3 – Caltrans Districts and U.S. Army Corps of Engineers Districts Map	1 Page
Attachment 4 – Sample Priority Projects Workload List	1 Page
Attachment 5 – Performance Measures	2 Pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GOVERNMENTAL ENTITY		California Department of General Services Use Only
GOVERNMENTAL ENTITY NAME (If other than an individual, state whether a corporation, partnership, etc.)		
U.S. Army Corps of Engineers, Los Angeles District		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
(See Exhibit A for Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kimberly M. Colloton, PMP, Colonel, US Army Commander and District Engineer		
ADDRESS		
915 Wilshire Blvd., Suite 930 ATTN: Regulatory Division Los Angeles, CA 90017-3409		
GOVERNMENTAL ENTITY		
GOVERNMENTAL ENTITY NAME		
U.S. Army Corps of Engineers, San Francisco District		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
(See Exhibit A for Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
John C. Morrow, Lieutenant Colonel, US Army Commander and District Engineer		
ADDRESS		
1455 Market Street, Room 1651 ATTN: Regulatory Division San Francisco, CA 94103-1398		

GOVERNMENTAL ENTITY

GOVERNMENTAL ENTITY NAME (if other than an individual, state whether a corporation, partnership, etc.)

U.S. Army Corps of Engineers, Sacramento District

BY (Authorized Signature)

DATE SIGNED(Do not type)

 **(See Exhibit A for Signature)**

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael J. Farrell, Colonel, US Army Commander and District Engineer

ADDRESS

1325 J Street
ATTN: Regulatory Division
Sacramento, CA 95814-2922

STATE OF CALIFORNIA

AGENCY NAME

California Department of Transportation

BY (Authorized Signature)

DATE SIGNED(Do not type)

 **(See Exhibit A for Signature)**

PRINTED NAME AND TITLE OF PERSON SIGNING

Michelle Thompson, Contract Officer

ADDRESS

Division of Procurements and Contracts
1727 30th Street, MS 65
Sacramento, CA 95814-2922

*California Department of General
Services Use Only*

Exempt per:

Exhibit A

**MEMORANDUM OF AGREEMENT
BETWEEN
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND
U.S. ARMY CORPS OF ENGINEERS' SACRAMENTO DISTRICT, SAN FRANCISCO
DISTRICT, AND LOS ANGELES DISTRICT**

SUBJECT: Memorandum of Agreement between the California Department of Transportation and the U.S. Army Corps of Engineers' Los Angeles, San Francisco, and Sacramento Districts.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into between the California Department of Transportation (hereinafter "Caltrans") and the United States Army Corps of Engineers' Sacramento District (hereinafter "SPK"), San Francisco District (hereinafter "SPN"), and Los Angeles District (hereinafter "SPL") (hereinafter individually referred to as the "Corps District" and collectively as "Corps Districts"). All Corps Districts and Caltrans are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers ("Corps") has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to Section 404 of the Clean Water Act ("CWA") of 1972, as amended, and navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act of 1899 ("RHA"), as amended; and

WHEREAS, Section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law 113-121, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out Section 214 of the WRDA 2000 to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated March 29, 2004, as modified October 1, 2008, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal public entities subject to certain limitations; and

WHEREAS, the Corps Districts have indicated they are not able, without additional resources, to expedite the evaluation of Caltrans permit applications related to projects for a public purpose; and

WHEREAS, Caltrans is a non-Federal public entity of the State of California and believes it is in its best interests of the taxpayers of the State of California to provide funds to the

Corps Districts pursuant to this Agreement to streamline and expedite review by the Corps Districts under Section 404 of the CWA and/or Section 10 of the RHA for Caltrans-designated Priority Projects, as more fully described in this Agreement; and

WHEREAS, Caltrans acts as the Federal Highways Administration (FHWA) under a NEPA Assignment Memorandum of Agreement with FHWA effective October 1, 2012, which identifies Caltrans' participation in the Surface Transportation Project Delivery Program, pursuant to, 23 USC 327, as amended by Moving Ahead for Progress in the 21st Century Act (MAP-21) and Caltrans' highway projects may require one or more Department of the Army permits from the Corps Districts; and

WHEREAS, it is understood and acknowledged by all Parties that the Corps Districts' review of Caltrans permit applications for Caltrans-designated Priority Projects will be completely impartial and in accordance with all applicable Federal laws and regulations; and

WHEREAS, this Agreement establishes the responsibilities and operating procedures of the Parties with respect to priority reviews and other activities covered in this Agreement; and

WHEREAS, this Agreement is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early planning and development stages; (3) provide sufficient information to Corps Districts for timely analysis of project effects and to assist Caltrans in developing appropriate mitigation measures; (4) maximize the effective use of limited Corps Districts' staff resources by focusing attention on projects that would most affect aquatic resources; (5) provide a mechanism for expediting project coordination when necessary; and (6) provide procedures for resolving disputes in this resource partnering effort.

NOW, THEREFORE, the Parties agree as follows:

Article I. - PURPOSE AND AUTHORITIES

- A. This Agreement is entered into by the Parties for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the Corps Districts' acceptance and expenditure of funds contributed by Caltrans to provide expedited permit application evaluation-related services for Caltrans-designated Priority Projects requiring Corps Districts' approval pursuant to Section 404 of the CWA and/or Section 10 of the RHA ("Priority Projects"). This Agreement is not intended as the exclusive means of obtaining review of projects proposed by Caltrans; it is a vehicle by which Caltrans will obtain expedited permit application evaluation-related services, outside of the ordinary Corps review process for Priority Projects. Priority Projects are defined as the list of Caltrans-designated projects in the required order for processing by the applicable Corps District.
- B. The Corps Districts enter into this Agreement pursuant to their authority under Section 214 of the WRDA 2000, as amended. See **Attachment 3** for the Caltrans Districts and Corps Districts' Regulatory Division Boundary Map.

C. Caltrans enters into this Agreement pursuant to authority granted under California law.

Article II. – SCOPE OF WORK

- A. The Corps Districts will expedite permit application evaluation-related services for Caltrans-designated Priority Projects under the jurisdiction of the Corps Districts in exchange for funds provided by Caltrans as set forth below. The Corps' Regulatory Program is funded as a congressionally appropriated line item in the annual Federal budget. Funds received from Caltrans will be added to the Regulatory budgets of the Corps Districts, in accordance with the provisions of Section 214 of the WRDA 2000, as amended.
- B. The Corps Districts will provide staffing resources dedicated to expediting permit application evaluation-related services, as described in **subparagraphs C and D**, below, for Caltrans-designated Priority Projects and/or other programmatic efforts to support efficient decision-making related to Caltrans' CWA section 404 and/or RHA section 10 permitting needs. Corps Districts must obtain prior written approval from the Caltrans Agreement Representative before performing work that requires payment of overtime, holiday, or other weekend premium pay for Corps District staff in order to use funds received from Caltrans for these purposes.
- C. Funds contributed by Caltrans hereunder will be expended by the applicable Corps District to defray the costs of Corps District Regulatory personnel (including salary, associated benefits, overhead, training, and travel expenses) and other costs to expedite the evaluation of priority permit applications designated by Caltrans or to undertake other programmatic efforts to support efficient decision-making related to Caltrans' permitting needs.

Such activities will include, but not be limited to, the following:

- jurisdictional determinations;
- site visits;
- federal register preparation;
- public notice preparation and distribution;
- public hearings;
- preparation of correspondence;
- public interest review;
- preparation and review of environmental documentation;
- meetings with Caltrans and resource agencies;
- participation in Caltrans-designated Priority Project transportation planning and project development activities, including planning, scoping, Project Development Team (PDT) meetings, and field review;
- participation in State/Regional planning activities related to Caltrans-designated Priority Projects or undertaken to support efficient decision-making related to Caltrans' permitting needs;
- participation in the NEPA and CWA Section 404 Integration Process;
- development of programmatic agreements; and,

- any other permit application evaluation-related responsibilities performed by a Corps District.
- D. The Priority Projects provided to the Corps Districts may allow and shall identify instances where the Corps Districts may expend funds provided by Caltrans under this Agreement to have other select Corps personnel (e.g., Institute for Water Resources and/or Engineer Research and Development Center) perform specific duties related to expedited evaluation of Priority Projects. Such duties may include, but not be limited to, training; site visits; providing independent technical peer review or other technical assistance, including the development of programmatic or analytical tools; preparing and providing technical materials, including environmental documentation; Geographic Information Systems (GIS)-related services; and meeting coordination and facilitation for the purpose of expediting Caltrans-designated Priority Projects. However, the Corps Districts shall receive prior approval from the Caltrans Agreement Representative for any duties requiring more than one (1) day of work that will be performed by other Corps personnel.
- E. The Corps Districts will *not* expend Caltrans funds for costs associated with the review of Regulatory project managers' work by supervisors or other persons or elements of the Corps Districts in the decision-making chain of command. However, if a supervisor is performing staff work and not supervisory oversight, funds may be used. The Corps will *not* expend funds contributed by Caltrans to defray the costs of activities related to the Corps' enforcement functions, but *may* use Caltrans funds to defray costs of activities related to permit compliance functions. Enforcement functions are defined as activities not permitted by a Corps District but requiring Corps District authorization. Permit compliance functions are defined as Corps District oversight of Corps District-permitted activities.
- F. If the funds provided by Caltrans are expended and not replenished, any remaining Caltrans-designated Priority Projects will be handled like those of any permit applicant.
- G. The Priority Projects provided to the Corps Districts may allow and shall identify activities involving coordination among the Corps Districts in the South Pacific Division to gain efficiencies and regional consistency. In doing so, the Corps Districts may prepare internal briefing papers, internal electronic messages, internal fact sheets, internal presentations, and other internal communications or pre-deliberative documents. Preparation of these internal materials using funds provided pursuant to Section 214 of WRDA 2000, as amended, does not constitute a waiver of any privileges applicable to release of these internal materials.
- H. The Corps Districts will perform services in accordance with all applicable federal laws, rules, regulations, guidances, policies and procedures.
- I. Each Corps District shall meet quarterly with the Caltrans Agreement Representative and representatives of the Caltrans Districts to review the status of projects and permit decisions, discuss project priorities, and provide guidance to Caltrans' District staff on regulatory issues and requirements. At each quarterly meeting, Caltrans shall provide to each Corps District a Priority Project Workload List from Caltrans' Standard Tracking and Exchange Vehicle for

Environmental (STEVE) database. **Attachment 4** is a sample of a Priority Project Workload List. The projects are listed in priority order and shall be completed in said order by the applicable Corps District. Progress made on projects listed shall be addressed at each quarterly meeting. All Corps District services shall comply with the Performance Measures in **Attachment 5**.

- J. Each Corps District will provide Quarterly Reports to Caltrans' Agreement Representative that describe achievements, including, when applicable, any improvements the Corps District has documented in coordinating and enhancing the efficiency of environmental reviews. The reports will also identify any recommendations for improving consultation and coordination among the Parties. The Corps District shall document all Caltrans-designated Priority Projects pending permit applications and all permit decisions completed by the Corps District for the quarter. In addition, these reports shall include a summary of expenditures under this Agreement, for the period covered by the report and cumulatively for both the current federal fiscal year and for the life of the Agreement. The Quarterly Report will also include the processing time for each permit action. The fourth quarter report shall include a summary of the annual progress made under this Agreement. All reports shall be provided to Caltrans within 30 days after the end of each calendar quarter, unless an extension is granted by the Caltrans Agreement Representative. See the Quarterly Report Template (**Attachment 2**) for the required report format. The quarterly progress reports will be due on the following dates, for each full quarter that this Agreement is active:

	Date Range	Report Due Date
Q1	Oct 1 - December 31	January 31st
Q2	Jan 1 - March 31	April 30th
Q3	April 1 - June 30	July 31st
Q4	July 1 - September 30	October 31 st

- K. Each Corps District shall meet with the Caltrans Agreement Representative as needed upon request by either party to discuss progress on the Agreement.
- L. Prior to completion of all services under the Agreement, each Corps District shall meet with the Caltrans Agreement Representative to review a summary of the Corps District's environmental coordination and other activities under this Agreement. The Corps District shall also provide recommendations for future coordination between Caltrans and the Corps District.

Article III. – INTERAGENCY COMMUNICATIONS

- A. To provide for consistent and effective communication between the Parties, each party will appoint an Agreement Representative to serve as its central point of contact on matters relating to this Agreement. The Agreement Representatives are identified in **subparagraph C**, below. Additional representatives may also be appointed to serve as points of contact on specific actions or issues by advance written notice to the other party. The Agreement

Representative for each party may be changed upon advance written notification to the other party.

- B. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by email or mailed by first class, registered, or certified mail to the applicable Agreement Representative. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) State business days after it is mailed.
- C. All inquiries during the term of this Agreement will be directed to the Agreement Representatives listed below:

Department of Transportation	U.S. Army Corps of Engineers		
Division of Environmental Analysis	Sacramento District	Los Angeles District	San Francisco District
Agreement Representative: Natalie Hand	Senior Project Manager/Caltrans Liaison: Leah Fisher	Senior Project Manager/Caltrans Liaison: Stephanie Hall	South Branch Chief: Katerina Galacatos
Address: 1120 N Street, MS 27, Room 4301 Sacramento, CA 95814	Address: 1325 J Street Sacramento, CA 95814	Address: 915 Wilshire Boulevard, Suite 930 Los Angeles, CA 90017	Address: 1455 Market St, Room 1651 San Francisco, CA 94103-1398
Phone: (916) 654-5502	Phone: (916) 557-6639	Phone: (213) 452-3410	Phone: (415) 503-6778
Fax: (916) 653-7757	Fax: (916) 557-6877	Fax: (213) 452-4196	Fax: (415) 503-6693
Email: Natalie.hand@dot.ca.gov	Email: Leah.M. Fisher@usace.army.mil	Email: Stephanie.J.Hall@ usace.army.mil	E-mail: Katerina.Galacatos @usace.army.mil

Each party may change the named Agreement Representative and contact information above by advance written notice to the other parties without the need for an amendment to the Agreement.

Article IV. – RESPONSIBILITIES OF THE PARTIES

A. The services provided by the Corps Districts under this Agreement shall be performed by appropriately qualified personnel within projected funding levels provided by Caltrans under this Agreement. In addition to the items in **Articles II**, each Corps District shall:

1. Participate actively with Caltrans and other Federal, State, and local agencies in pre-application coordination, consultation, scoping, planning, and development of Caltrans projects by attending Corps District-sponsored pre-application meetings and field reviews and Caltrans' quarterly meetings, when requested, and identifying critical issues, key decision points, and potential conflicts as early as possible. Participation includes sharing, when appropriate, the most current regulatory and aquatic resources information, review and comment on mitigation proposals, review of mitigation and monitoring report submittals, and preparation of mitigation completion correspondence. The level of participation will be determined by the project's relative priority as identified on the Priority Projects list provided by Caltrans pursuant to **Article II.I.**, above, and **Attachment 4**.
2. As requested and when related to the Priority Projects, participate in State and regional level transportation planning meetings and their related activities, the review of the environmental elements of any planning documents, and programmatic efforts to support efficient decision-making related to Caltrans' permitting needs. The level of participation will be determined by each Priority Project's relative priority as identified on the Priority Project list provided by Caltrans pursuant to **Article II.I.**, above, and **Attachment 4**.
3. As appropriate, use a coordinated process as required under the National Environmental Policy Act (NEPA) at:
http://www.dot.ca.gov/ser/downloads/MOUs/NEPA404/nepa404_2006_final_mou.pdf, or another mutually agreed upon process to develop and review draft and final environmental impact statements and other environmental documents, and provide timely agency comments.
4. Participate actively in the development of programmatic approaches to address CWA and other environmental issues and prepare for emergency situations.
5. Attend Caltrans-approved environmental/wetlands-related training.

B. Caltrans will provide adequate resources to fund additional Corps District Regulatory personnel for the purpose of timely review of Caltrans-designated Priority Projects and other identified activities. To facilitate each Corps District's reviews and activities, Caltrans will:

1. Provide to each Corps District a list of Priority Projects, and will update the list as needed.
2. Actively engage Corps District personnel in early coordination, consultation, scoping, planning, and development of Caltrans-designated Priority Projects through various

means, including, but not limited to: Corps District-sponsored pre-application meetings, field visits, conference calls, video teleconferencing, and electronic correspondence. Additional pre-application meetings and field reviews should be scheduled as needed. Discuss with the applicable Corps District the status of each permit application at quarterly meetings and identify technical issues and/or incomplete applications in a timely manner. Early coordination, consultation, scoping, and planning meetings will be used to ensure a timely review by the Corps District by discussing potential impacts of the Priority Project, avoidance and minimization measures, milestones, schedule, and designation of lead Federal agency for environmental compliance.

3. Provide adequate information regarding, Caltrans-designated Priority Project designs, scheduling requirements, and other specific activities to initiate permit application evaluation. Information required for the Corps District to deem a permit application complete thereby allowing initiation of the permit application review process can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), General Condition 31 of the Nationwide Permit Program as published in the Federal Register (72 Fed. Reg. 11194, dated March 19, 2012), and the Corps' Final Nationwide Permit Regional Conditions for SPK, SPN, and SPL (effective March 19, 2012). Nationwide permit (NWP) verification requests shall be submitted using the Corps' South Pacific Division's Pre-Construction Notification Form as appropriate, which may be accessed at: http://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2012_nwps/PCN_Checklist_for%20California.pdf. Upon request by the Corps District, Caltrans shall provide additional information necessary to complete the application and/or pre-construction notification. If additional information is required by the Corps District to make a permit decision or complete a NWP verification or Regional General Permit (RGP) notice to proceed, Caltrans shall provide such additional information within thirty (30) days from receipt of the Corps District's request. If the additional information required to complete the request is not received within thirty (30) days, or if the information submitted is insufficient, the request will be withdrawn by the Corps District until sufficient information is received.
4. In consultation with the Corps Districts, establish realistic schedules for their involvement in Caltrans-designated Priority Projects. Work closely with the Corps District to resolve workload conflicts and adjust project priorities and schedules in order to make optimal use of available Regulatory Program staff resources. If overlaps or conflicts occur in the schedules for Caltrans-designated Priority Projects, Caltrans will work with the Corps Districts to resolve such overlaps or schedule conflicts.
5. Request meetings in writing to the Corps District by mail or e-mail. Meeting requests must provide sufficient lead-time for scheduling and establishing travel authorizations. Such requests must include an agenda that clearly characterizes what is expected from the Corps District's participation and the desired outcome(s) of the meeting. Written materials attached to the request must contain sufficient information to enable the Corps District staff to prepare for and actively participate in the meeting.

6. Request the Corps District's participation in the National Environmental Policy Act/CWA Section 404 integration process in writing, in accordance with the April 2006 Memorandum of Understanding titled *National Environmental Policy Act and Clean Water Act Section 404 Integration Process for Federal Aid Surface Transportation Projects in California* referenced in **Article IV.A.3** above.
7. Identify one lead representative from each of the Caltrans district offices to attend the quarterly coordination meetings with the Corps District either in person, via telephone, or videoconference and to serve as the Caltrans representative for coordination of permit-related activities for Caltrans-designated Priority Projects.
8. Coordinate quarterly meetings between the Corps District and the Caltrans Districts and headquarters.
9. Participate, to the extent allowable and at Caltrans' own expense and discretion, in Corps District-sponsored training.
10. Participate actively in the development of programmatic approaches to address CWA and other environmental issues and prepare for emergency situations.

Article V. – PERFORMANCE MEASURES

- A. The Parties have agreed to a set of performance measures for the purpose of evaluating activities under this Agreement. These Performance Measures are included as **Attachment 5** to this Agreement and incorporated herein by reference.
- B. Revision of these performance measures will require an amendment to this Agreement, executed by the Parties and approved by Department of General Services ("DGS").
- C. The Caltrans Agreement Representative or designee shall review the Corps District(s)'s performance under this Agreement on a quarterly basis, measuring it against the performance measures to be included in **Attachment 5**. Marginally satisfactory or unsatisfactory performance shall require consultation between the Parties and a re-evaluation of the Agreement by the Corps Districts and the Caltrans Agreement Representatives or designee.

Article VI. – TERM OF AGREEMENT

- A. This Agreement will commence on **February 1, 2015** or upon approval of this Agreement by DGS, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Corps shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans' Agreement Representative. This Agreement shall expire on **January 31, 2020**. The Parties may amend this Agreement as permitted by law.
- B. Notice to proceed will include the Priority Project workload list for activities to be performed by each Corps District during the first six-month funding period.

Article VII. – BUDGET DETAIL AND PAYMENT PROVISIONS

A. Budget Contingency Clause

1. It is mutually agreed that if the State of California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for work under this Agreement, this Agreement shall be of no further force and effect. In this event, Caltrans shall have no liability to pay any funds whatsoever to the Corps Districts or to furnish any other considerations under this Agreement and the Corps Districts shall not be obligated to perform any provisions of this Agreement.
2. If funding for any state fiscal year is reduced or deleted by the State of California Budget Act for purposes of this Agreement, Caltrans shall have the option to either terminate this Agreement, per **Article XIII** with no liability occurring to Caltrans, or offer an Agreement amendment to the Corps to reflect the reduced amount.

B. Rates

The Corps Districts' rates for services under this Agreement are found in **Attachment 1** of this Agreement.

C. Allowable Costs and Payments

1. Each Corps District's rates in **Attachment 1** and all items included in the rates will be audited by Caltrans consistent with the audit provisions in **Article XI**.
2. Actual costs (including labor costs, employee benefits, Federal travel allowance, and other direct costs) incurred by the Corps Districts in the performance of work under this Agreement shall not exceed the amount specified in **subparagraph C.6**, below. Furthermore, actual costs shall not exceed the estimated costs set forth in **Attachment 1**, without prior written agreement between Caltrans and the Corps Districts by amendment to this Agreement, signed by the parties, and approved by DGS.
3. Any training requested under this Agreement must be approved in advance, in writing, by the Caltrans Agreement Representative. The Corps District is to provide a description of the training, costs, attendees, and explanation of purpose and justification to this Agreement.
4. Within 30 days of the notice to proceed as set forth in **Article VI.A.**, above, and every five months thereafter for the life of this Agreement, and prior to the Corps District incurring any expenditures to expedite permit application evaluation-related activities specified in this Agreement, each Corps District will provide Caltrans with an anticipated cost invoice ("Invoice") that provides a budget estimate of costs anticipated to be incurred by each Corps District in accordance with the rates in **Attachment 1** for a subsequent six-month period. Unless incomplete or disputed, upon receipt of the Corps District's invoice, Caltrans agrees to compensate the applicable Corps District the total amount specified in the Invoice(s). Incomplete or disputed Invoices shall be returned to

the Corps District for correction prior to Caltrans making an advance payment. Payments by Caltrans are to be made by Electronic Funds Transfer.

5. The total amount payable by Caltrans for the Agreement, and any subsequent Agreement amendments, shall not exceed the amount agreed to in the Agreement, or in such amendments. Changes to Agreement provisions require a written amendment, signed by the Parties and approved by DGS.
6. The total amount payable by Caltrans shall not exceed **\$4,544,637.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized for expenditure under the Agreement up to the total amount payable, stated above.
7. If the Corps District's actual costs for providing the agreed upon level of service will at any time during the term of this Agreement exceed the amount of funds available, the Corps District will notify Caltrans at least ninety (90) days prior to fund exhaustion of the incremental amount of funds needed to defray the remaining anticipated costs. Caltrans will either initiate an amendment to this Agreement to increase the funding amount, or agree to a reduced level of service.
8. Each Corps District will carry over any unobligated funds from invoice to invoice period or will refund such unobligated funds if this Agreement is terminated or expires.
9. At the conclusion of this Agreement, each Corps District shall provide Caltrans with a final statement of expenditures for this Agreement within sixty (60) calendar days of the Agreement termination or expiration date. Within thirty (30) calendar days after submittal of the final statement of expenditures, each Corps District shall, subject to the availability of funds, directly remit to Caltrans the unexpended balance of the advance payment, if any. Funds may be provided to Caltrans either by check or Electronic Funds Transfer (EFT). If funds are provided via EFT, remittance information must be sent to the Caltrans Agreement Representative prior to transmittal. To avoid duplicative reporting, the Corps District may use the final statement of expenditures and final Quarterly Report to meet this requirement for the final quarter of the period covered by this Agreement.
10. All invoices with attached budget estimates, Quarterly Reports, and final statements of expenditures shall be submitted to Caltrans at the following address:

California Department of Transportation
Division of Environmental Analysis, MS 27
Attention: Natalie Hand, Caltrans Agreement Representative
1120 N Street, Room 4301
Sacramento, CA 95814

11. All invoices, with attached budget estimates, Quarterly Reports, and final statements of expenditures shall be itemized in accordance with **Attachment 1**, Cost Estimates, and shall identify, by employee, dates of service, Agreement number, classification(s) of employees and hours of work, fringe benefit charges, overhead charges, and itemized travel, training, supply, and equipment expenses. Overnight travel, training, supply, and equipment costs must be approved in advance by Caltrans and be necessary and directly related to the scope of work for this Agreement.

D. Cost Principles

1. Caltrans and each Corps District will collaborate in the development of accurate cost estimates based on prior years' workload and future anticipated workload in Caltrans' Standard Tracking and Exchange Vehicle Environmental (STEVE) system.
2. Allowable costs issued under this Agreement must be necessary, reasonable, and allocable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
3. Costs which are prohibited under State or Federal laws and regulations are not allowable under this Agreement.
4. Allowable costs must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.
5. Allowable costs must be adequately documented.
6. Any costs for which payment has been made to the Corps District that are determined by subsequent audit to be unallowable under this Agreement shall be subject to repayment by the Corps District to Caltrans, subject to the availability of funds.
7. The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of permit applications submitted by Caltrans for Priority Projects. Each Corps District Regulatory staff will charge their time and expenses against the account when they perform work to either expedite permit application evaluation-related requests for Priority Projects or undertake other programmatic efforts to support efficient decision-making related to Caltrans' permitting needs. Each Corps District Regulatory personnel will focus on the work as prioritized by Caltrans, and if no or few projects are designated by Caltrans as a priority, each Corps District Regulatory personnel will then work on other programmatic efforts for Caltrans.

Article VIII. – LEGAL RESTRICTIONS

- A. This Agreement is subject to all restrictions, limitations, conditions, or any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- B. Nothing herein shall constitute, or be deemed to constitute, a requirement or obligation for Caltrans to take any actions or make any agreements inconsistent with **Article XVI, section 6** and **Article IV, section 17** of the Constitution of the State of California.

Article IX. – DISPUTE RESOLUTION

- A. The Parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- B. To the extent not inconsistent with Federal law, rules, and regulations, any dispute that is not disposed of by mutual agreement in **subparagraph A** above will be decided by Caltrans' Contract Officer, who may consider any written or verbal evidence submitted by the Corps Districts. The decision of Caltrans' Contract Officer, issued in writing, shall be Caltrans' final decision regarding the dispute. The final decision of Caltrans is not binding on the Corps Districts.
- C. Neither the pendency of a dispute nor its consideration by Caltrans' Contract Officer will excuse the Corps Districts from full and timely performance in accordance with the terms of the Agreement.
- D. Notwithstanding the provisions of this **Article IX**, any Party may exercise its rights under the Termination Clause in **Article XIII**.

Article X. – CONFIDENTIAL INFORMATION

Except as required under the Freedom of Information Act (FOIA), (5 U.S.C. §552 as amended by Public Law No. 104-231)

- A. All financial, statistical personal, technical, or other data and information relative to the Caltrans' operations, which is designated confidential by the Caltrans and made available to the Corps Districts in order to carry out this Agreement, shall be protected by the Corps Districts from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or at a public hearing held by Caltrans relating to this Agreement shall not authorize the Corps Districts to further disclose such information or disseminate the same on any other occasion.

- C. The Corps Districts shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, the Corps Districts' own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Corps Districts shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without forty-eight (48) hours advance notice to Caltrans, to the extent practicable.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Corps Districts to any entity, other than Caltrans.
- F. Should any Corps District receive a FOIA request regarding information designated as confidential by Caltrans, the Corps District shall immediately notify the Caltrans Agreement Representative of such request and forward a copy of the request to the Caltrans Agreement Representative.

Article XI. – RETENTION OF RECORDS/AUDITS

The Corps Districts shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. The Corps Districts shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, and DGS shall have access to any books, records, and documents of the Corps Districts that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article XII. – MISCELLANEOUS

- A. This Agreement is of no force or effect until signed by all Parties and approved by DGS. The Corps Districts may not commence performance until such approval has been obtained, notice to proceed has been received from Caltrans by the applicable Corps District, and monies have been received and processed by the Corps District.
- B. Each Corps District, and the agents and employees of each Corps District, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Caltrans.
- C. The Corps Districts will comply with any applicable Federal law for enforcement of child support.
- D. In the exercise of their respective rights and obligations under this Agreement, the Corps Districts shall comply with all applicable Federal laws, regulations, and policies, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88 352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; Army

Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; all applicable Federal labor standards requirements, including the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)); all applicable Federal requirements related to maintaining a drug-free workplace, including Executive Order 12564, "Drug-Free Federal Workplace", as amended, September 15, 1986 and any other policies or directives issued pursuant thereto.

- E. The Corps Districts will comply with all applicable Federal laws in the hiring of personnel, including the provision of benefits, with funds received under this Agreement.
- F. Caltrans has advised the Corps Districts of the following provisions regarding current or former state employees. If the Corps Districts have any questions on the status of any person rendering services or involved with the Agreement, the Corps District will contact Caltrans immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
- G. Each Corps District shall comply with the requirements of the Federal Employees' Compensation Act (5 U.S.C. §8101, *et seq.*) and any other applicable federal laws, regulations, or policies relating to federal workers' compensation requirements, and the Corps Districts affirm to comply with such provisions before commencing the performance of the work of this Agreement.

- H. Each Corps District assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- I. An amendment is required to change the Corps or Corps District name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- J. Time is of the essence in this Agreement.
- K. The consideration to be paid to the Corps Districts, as provided herein, shall be in compensation for all of the Corps Districts' expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- L. This Agreement will not affect any pre-existing or independent relationships or obligations between the Parties.
- M. The Corps Districts' participation in this Agreement does not imply endorsement of Caltrans projects nor does it diminish, modify, or otherwise affect Corps statutory or regulatory authorities. The Caltrans' participation in this Agreement does not imply endorsement of the Corps Districts' activities nor does it diminish, modify, or otherwise affect Caltrans statutory or regulatory authorities.
- N. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.
- O. This Agreement, including any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties, constitute the entire Agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. The documents incorporated into this Agreement by reference are listed on the STD. 213 cover page of this Agreement.
- P. Each Corps District shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.
- Q. This Agreement is not assignable by the Corps Districts, either in whole or in part, without the consent of Caltrans in the form of a formal written amendment.
- R. Justification and explanation of Caltrans programs or projects before other agencies, departments and offices will not be the responsibility of the Corps Districts. The Corps Districts may provide, upon request from Caltrans, any assistance necessary to support justification or explanations of activities conducted under this Agreement. In general, each

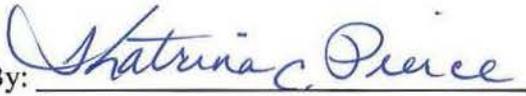
Corps District is responsible only for public information regarding the Corps District's Regulatory activities.

Article XIII. – AMENDMENT, MODIFICATION AND TERMINATION

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.
- B. The Parties reserve the right to terminate this Agreement without cause upon thirty (30) days written notice to the applicable Party(ies) or immediately in the event of material breach.
- C. Caltrans may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Corps Districts.
- D. In the event of termination, the Corps Districts will provide a final statement of expenditures in accordance with **Article VII.C.9**. If there is an unexpended balance, the Corps agrees to remit to Caltrans the unexpended balance of the advance payment within thirty (30) calendar days after the final statement of expenditures, and subject to the availability of funds. Unexpended balance shall not include reasonably incurred non-cancellable, non-refundable costs up to the day of termination. Non-cancellable, non-refundable costs will mean costs reasonably incurred by the Corps District as of the date of termination that have been expended or committed and are not reasonably subject to refund or cancellation. In the final statement of expenditures, the Corps Districts will include an explanation of the non-cancellable and non-refundable costs.
- E. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with thirty (30) days notice to the Corps Districts.
- F. In the event of termination under this Article, the Corps Districts will evaluate and process Caltrans' permit applications in accordance with ordinary permit processing procedures in accordance with applicable Federal laws.

IN WITNESS WHEREOF, this Agreement is executed by the California Department of Transportation acting by and through its authorized officers, the Chief, Division of Environmental Analysis and the Chief, Division of Procurement and Contracts or Designee, and by the U.S. Army Corps of Engineers' Sacramento District, San Francisco District and Los Angeles District, through their authorized officers.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: 

Katrina Pierce, Chief
Division of Environmental Analysis
California Department of Transportation

Date: 1/29/15

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: Michelle Thompson

Michelle Thompson, Contract Officer
Division of Procurement and Contracts
California Department of Transportation

Date: 2-12-15

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: 

Michael J. Farrell
Colonel, US Army
Commander and District Engineer

Date: 2 Feb 2015

U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT

By: John C. Morrow

John C. Morrow
Lieutenant Colonel, US Army
Commander and District Engineer

Date: 05 FEB 15

U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT

By:  _____

Kimberly M. Colloton, PMP
Colonel, US Army
Commander and District Engineer

Date: 2/3/15 _____

Attachment 1

U.S. Army Corps of Engineers' Sacramento District, San Francisco District, and Los Angeles District
FIVE YEAR BUDGET ESTIMATE SUMMARY
Federal Fiscal Years 2015 -2020

Federal Fiscal Year 2015 (Feb 1, 2015 - Sept 30, 2015)

Los Angeles	SPL	\$321,256
Sacramento	SPK	\$139,577
San Francisco	SPN	\$131,230

TOTAL REQUEST (FY15)	\$592,063
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Federal Fiscal Year 2016 (Oct 1, 2015 - Sept 30, 2016)

Los Angeles	SPL	\$485,856
Sacramento	SPK	\$212,034
San Francisco	SPN	\$201,115

TOTAL REQUEST (FY16)	\$899,005
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Federal Fiscal Year 2017 (Oct 1, 2016 - Sept 30, 2017)

Los Angeles	SPL	\$489,860
Sacramento	SPK	\$214,957
San Francisco	SPN	\$202,834

TOTAL REQUEST (FY17)	\$907,651
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Federal Fiscal Year 2018 (Oct 1, 2017 - Sept 30, 2018)

Los Angeles	SPL	\$493,864
Sacramento	SPK	\$216,695
San Francisco	SPN	\$204,553

TOTAL REQUEST (FY18)	\$915,112
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Federal Fiscal Year 2019 (Oct 1, 2018 - Sept 30, 2019)

Los Angeles	SPL	\$497,868
Sacramento	SPK	\$218,988
San Francisco	SPN	\$206,272

TOTAL REQUEST (FY19)	\$923,128
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Federal Fiscal Year 2020 (Oct 1, 2019 - Jan 31, 2020)

Los Angeles	SPL	\$167,286
Sacramento	SPK	\$71,413
San Francisco	SPN	\$68,979

TOTAL REQUEST (FY20)	\$307,678
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TOTAL REQUEST (5 YEARS)	\$4,544,637
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Attachment 1: Cost Estimate - Los Angeles District

U.S. Army Corps of Engineers
Los Angeles (SPL)

Labor Costs:	Federal Fiscal Year 2015 (Feb 1, 2015 - Sept 30, 2015)			Federal Fiscal Year 2016 (Oct 1, 2015 - Sept 30, 2016)			Federal Fiscal Year 2017 (Oct 1, 2016 - Sept 30, 2017)			Federal Fiscal Year 2018 (Oct 1, 2017 - Sept 30, 2018)			Federal Fiscal Year 2019 (Oct 1, 2018 - Sept 30, 2019)			Federal Fiscal Year 2020 (Oct 1, 2019 - Jan 31, 2020)		
	Hours	Rate	Cost	Hours	Rate	Cost												
Contract Management (GS-11/12)	100	\$121	\$12,100	100	\$122	\$12,200	100	\$123	\$12,300	100	\$124	\$12,400	100	\$125	\$12,500	40	\$126	\$5,040
In-house Outreach/Presentation (GS-11/12)	60	\$121	\$6,060	160	\$122	\$19,520	160	\$123	\$19,680	160	\$124	\$19,840	160	\$125	\$20,000	53	\$126	\$6,678
Programmatic Coordination (GS-11/12)	30	\$121	\$3,630	40	\$122	\$4,880	40	\$123	\$4,920	40	\$124	\$4,960	40	\$125	\$5,000	13	\$126	\$1,638
EIS as Cooperating Agency (GS-11/12)	80	\$121	\$9,680	120	\$122	\$14,640	120	\$123	\$14,760	120	\$124	\$14,880	120	\$125	\$15,000	40	\$126	\$5,040
NEPA/404 Integration (GS-11/12)	80	\$121	\$9,680	120	\$122	\$14,640	120	\$123	\$14,760	120	\$124	\$14,880	120	\$125	\$15,000	40	\$126	\$5,040
Standard Permit (GS-11/12)	400	\$121	\$48,400	600	\$122	\$73,200	600	\$123	\$73,800	600	\$124	\$74,400	600	\$125	\$75,000	200	\$126	\$25,200
Modify Standard Permit (GS-11/12)	30	\$121	\$3,630	30	\$122	\$3,660	30	\$123	\$3,690	30	\$124	\$3,720	30	\$125	\$3,750	10	\$126	\$1,260
Letter of Permission (GS-11/12)	16	\$121	\$1,936	26	\$122	\$3,172	26	\$123	\$3,198	26	\$124	\$3,224	26	\$125	\$3,250	9	\$126	\$1,134
Modify Letter of Permission (GS-11/12)	10	\$121	\$1,210	10	\$122	\$1,220	10	\$123	\$1,230	10	\$124	\$1,240	10	\$125	\$1,250	3	\$126	\$378
Nationwide/Regional General Permit (GS-11/12)	300	\$121	\$36,300	600	\$122	\$73,200	600	\$123	\$73,800	600	\$124	\$74,400	600	\$125	\$75,000	200	\$126	\$25,200
Re-verify NWP/RGP/PGP (GS-11/12)	60	\$121	\$7,260	60	\$122	\$7,320	60	\$123	\$7,380	60	\$124	\$7,440	60	\$125	\$7,500	20	\$126	\$2,520
Jurisdictional Determination (GS-11/12)	150	\$121	\$18,150	150	\$122	\$18,300	150	\$123	\$18,450	150	\$124	\$18,600	150	\$125	\$18,750	50	\$126	\$6,300
Screen Incoming Applications/Requests (GS-11/12)	100	\$121	\$12,100	100	\$122	\$12,200	100	\$123	\$12,300	100	\$124	\$12,400	100	\$125	\$12,500	33	\$126	\$4,158
Review Mitigation & Monitoring Plan (GS-11/12)	150	\$121	\$18,150	240	\$122	\$29,280	240	\$123	\$29,520	240	\$124	\$29,760	240	\$125	\$30,000	80	\$126	\$10,080
Mitigation Site compliance (walkie visit) (GS-11/12)	150	\$121	\$18,150	320	\$122	\$39,040	320	\$123	\$39,360	320	\$124	\$39,680	320	\$125	\$40,000	110	\$126	\$13,860
Permit compliance (walkie visit) (GS-11/12)	150	\$121	\$18,150	320	\$122	\$39,040	320	\$123	\$39,360	320	\$124	\$39,680	320	\$125	\$40,000	110	\$126	\$13,860
Resolution of Non-compliance w/permit (GS-11/12)	55	\$121	\$6,655	60	\$122	\$7,320	60	\$123	\$7,380	60	\$124	\$7,440	60	\$125	\$7,500	20	\$126	\$2,520
No Permit Required Letter (GS-11/12)	16	\$121	\$1,936	16	\$122	\$1,952	16	\$123	\$1,968	16	\$124	\$1,984	16	\$125	\$2,000	5	\$126	\$630
Pre-Application Meeting (GS-11/12)	40	\$121	\$4,840	40	\$122	\$4,880	40	\$123	\$4,920	40	\$124	\$4,960	40	\$125	\$5,000	15	\$126	\$1,890
Pre-Application Coordination (GS-11/12)	100	\$121	\$12,100	100	\$122	\$12,200	100	\$123	\$12,300	100	\$124	\$12,400	100	\$125	\$12,500	33	\$126	\$4,158
Informal ESA consultation (GS-11/12)	33	\$121	\$3,993	33	\$122	\$4,026	33	\$123	\$4,059	33	\$124	\$4,092	33	\$125	\$4,125	11	\$126	\$1,386
Formal ESA consultation (GS-11/12)	40	\$121	\$4,840	60	\$122	\$7,320	60	\$123	\$7,380	60	\$124	\$7,440	60	\$125	\$7,500	20	\$126	\$2,520
EFW consultation (GS-11/12)	15	\$121	\$1,815	15	\$122	\$1,830	15	\$123	\$1,845	15	\$124	\$1,860	15	\$125	\$1,875	5	\$126	\$630
Administrative/Clerical/Budget Support (GS-7/9)	16	\$73	\$1,168	16	\$74	\$1,184	16	\$75	\$1,200	16	\$76	\$1,216	16	\$77	\$1,232	7	\$78	\$546
(ORM) Reports Specialist (GS-11/12)	30	\$121	\$3,630	40	\$122	\$4,880	40	\$123	\$4,920	40	\$124	\$4,960	40	\$125	\$5,000	15	\$126	\$1,890
Office of Counsel Support (GS-13/14)	32	\$166	\$5,312	32	\$168	\$5,376	32	\$170	\$5,440	32	\$172	\$5,504	32	\$174	\$5,568	15	\$176	\$2,640
Cultural Resources Specialist Support (GS-13/14)	32	\$166	\$5,312	32	\$168	\$5,376	32	\$170	\$5,440	32	\$172	\$5,504	32	\$174	\$5,568	15	\$176	\$2,640
Wetland Ecologist Specialist Support (GS-13/14)	200	\$166	\$33,200	250	\$168	\$42,000	250	\$170	\$42,500	250	\$172	\$43,000	250	\$174	\$43,500	100	\$176	\$17,600
Subtotal Labor Costs	2464		\$309,256	3690		\$463,856	3690		\$467,860	3690		\$471,864	3690		\$475,868	1272		\$166,436
Direct Costs:																		
Organized Training/Workshop	1	\$10,000	\$10,000	2	\$10,000	\$20,000	2	\$10,000	\$20,000	2	\$10,000	\$20,000	2	\$10,000	\$20,000	0	\$0	\$0
Transportation/GSA Vehicle (daily rate)	20	\$25	\$500	20	\$25	\$500	20	\$25	\$500	20	\$25	\$500	20	\$25	\$500	10	\$25	\$250
Temporary Duty Yonder(TDY)/Travel (per trip)	5	\$300	\$1,500	5	\$300	\$1,500	5	\$300	\$1,500	5	\$300	\$1,500	5	\$300	\$1,500	2	\$300	\$600
Subtotal Direct Costs			\$12,000			\$22,000			\$22,000			\$22,000			\$22,000			\$850
Total:			\$321,256			\$485,856			\$489,860			\$493,864			\$497,868			\$167,286
Rate Calculations	Federal Fiscal Year 2015			Federal Fiscal Year 2016			Federal Fiscal Year 2017			Federal Fiscal Year 2018			Federal Fiscal Year 2019			Federal Fiscal Year 2020		
	GS-7/9	GS-11/12	GS-13/14	GS-7/9	GS-11/12	GS-13/14												
Fully Burdened Hourly Rate	\$73.00	\$121.00	\$166.00	\$74.00	\$122.00	\$168.00	\$75.00	\$123.00	\$170.00	\$76.00	\$124.00	\$172.00	\$77.00	\$125.00	\$174.00	\$78.00	\$126.00	\$176.00

GS-7/9 Administrative/Clerical/Budget Analyst
GS-11/12 Regulatory Project Manager
GS-11/12 (ORM) Reports Specialist
GS-13/14 Cultural Resources Specialist
GS-13/14 Ecologist/Wetland Specialist
GS-13/14 Attorney/Office of Counsel

Grand Total: \$2,455,990

Attachment 1: Cost Estimate - Sacramento District

U.S. Army Corps of Engineers
Sacramento (SPK)

	Federal Fiscal Year 2015 (Feb 1, 2015 - Sept 30, 2015)			Federal Fiscal Year 2016 (Oct 1, 2015 - Sept 30, 2016)			Federal Fiscal Year 2017 (Oct 1, 2016 - Sept 30, 2017)			Federal Fiscal Year 2018 (Oct 1, 2017 - Sept 30, 2018)			Federal Fiscal Year 2019 (Oct 1, 2018 - Sept 30, 2019)			Federal Fiscal Year 2020 (Oct 1, 2019 - Jan 31, 2020)			
	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	
Labor Costs:																			
Contract Management (GS-11/12)	66	\$87	\$5,742	100	\$88	\$8,800	100	\$89	\$8,900	100	\$90	\$9,000	100	\$91	\$9,100	33	\$92	\$3,036	
In-house Outreach/Presentation (GS-11/12)	26	\$87	\$2,262	40	\$88	\$3,520	40	\$89	\$3,560	40	\$90	\$3,600	40	\$91	\$3,640	13	\$92	\$1,196	
Programmatic Coordination (GS-11/12)	26	\$87	\$2,262	40	\$88	\$3,520	40	\$89	\$3,560	40	\$90	\$3,600	40	\$91	\$3,640	13	\$92	\$1,196	
EIS as Cooperating Agency (GS-11/12)	80	\$87	\$6,960	120	\$88	\$10,560	120	\$89	\$10,680	120	\$90	\$10,800	120	\$91	\$10,920	40	\$92	\$3,680	
NEPA/404 Integration (GS-11/12)	26	\$87	\$2,262	40	\$88	\$3,520	40	\$89	\$3,560	40	\$90	\$3,600	40	\$91	\$3,640	13	\$92	\$1,196	
Standard Permit (GS-11/12)	132	\$87	\$11,484	200	\$88	\$17,600	200	\$89	\$17,800	200	\$90	\$18,000	200	\$91	\$18,200	66	\$92	\$6,072	
Modify Standard Permit (GS-11/12)	13	\$87	\$1,131	20	\$88	\$1,760	20	\$89	\$1,780	20	\$90	\$1,800	20	\$91	\$1,820	7	\$92	\$644	
Letter of Permission (GS-11/12)	17	\$87	\$1,479	28	\$88	\$2,384	28	\$89	\$2,314	28	\$90	\$2,340	28	\$91	\$2,366	9	\$92	\$828	
Modify Letter of Permission (GS-11/12)	6	\$87	\$522	10	\$88	\$880	10	\$89	\$890	10	\$90	\$900	10	\$91	\$910	3	\$92	\$278	
Nationwide/Regional General Permit (GS-11/12)	396	\$87	\$34,452	600	\$88	\$52,800	600	\$89	\$53,400	600	\$90	\$54,000	600	\$91	\$54,600	188	\$92	\$18,216	
Re-verify NWP/RGP/PPG (GS-7/9)	6	\$62	\$372	10	\$62	\$620	20	\$63	\$1,260	10	\$63	\$630	10	\$64	\$640	3	\$64	\$192	
Jurisdictional Determination (GS-11/12)	196	\$87	\$17,228	300	\$88	\$26,400	300	\$89	\$26,700	300	\$90	\$27,000	300	\$91	\$27,300	99	\$92	\$9,108	
Screen Incoming Applications/Requests (GS-11/12)	13	\$87	\$1,131	20	\$88	\$1,760	20	\$89	\$1,780	20	\$90	\$1,800	20	\$91	\$1,820	7	\$92	\$644	
Review Mitigation & Monitoring Plan (GS-11/12)	158	\$87	\$13,746	240	\$88	\$21,120	240	\$89	\$21,360	240	\$90	\$21,600	240	\$91	\$21,840	78	\$92	\$7,268	
Mitigation Site compliance (white visit) (GS-11/12)	49.5	\$87	\$4,307	75	\$88	\$6,600	75	\$89	\$6,675	75	\$90	\$6,750	75	\$91	\$6,825	25	\$92	\$2,300	
Permit compliance (white visit) (GS-11/12)	49.5	\$87	\$4,307	75	\$88	\$6,600	75	\$89	\$6,675	75	\$90	\$6,750	75	\$91	\$6,825	25	\$92	\$2,300	
Resolution of Non-compliance w/permit (GS-11/12)	40	\$87	\$3,480	60	\$88	\$5,280	60	\$89	\$5,340	60	\$90	\$5,400	60	\$91	\$5,460	20	\$92	\$1,840	
No Permit Required Letter (GS-11/12)	2.5	\$87	\$218	5	\$88	\$440	5	\$89	\$445	5	\$90	\$450	5	\$91	\$455	2	\$92	\$184	
Pre-Application Meeting (GS-11/12)	6	\$87	\$522	10	\$88	\$880	10	\$89	\$890	10	\$90	\$900	10	\$91	\$910	3	\$92	\$276	
Pre-Application Coordination (GS-11/12)	49.5	\$87	\$4,307	75	\$88	\$6,600	75	\$89	\$6,675	75	\$90	\$6,750	75	\$91	\$6,825	25	\$92	\$2,300	
Informal ESA consultation (GS-11/12)	22	\$87	\$1,914	33	\$88	\$2,904	33	\$89	\$2,937	33	\$90	\$2,970	33	\$91	\$3,003	11	\$92	\$1,012	
Formal ESA consultation (GS-11/12)	40	\$87	\$3,480	60	\$88	\$5,280	60	\$89	\$5,340	60	\$90	\$5,400	60	\$91	\$5,460	20	\$92	\$1,840	
EFW consultation (GS-11/12)	10	\$87	\$870	15	\$88	\$1,320	15	\$89	\$1,335	15	\$90	\$1,350	15	\$91	\$1,365	5	\$92	\$465	
Administrative/Clerical/Budget Support (GS-7/9)	10	\$62	\$620	15	\$62	\$930	15	\$63	\$945	15	\$63	\$945	15	\$64	\$960	5	\$64	\$320	
(ORM) Reports Specialist (GS-11/12)	2.5	\$87	\$218	4	\$88	\$352	4	\$89	\$356	4	\$90	\$360	4	\$91	\$364	1	\$92	\$82	
Office of Counsel Support (GS-13/14)	13	\$132	\$1,716	20	\$133	\$2,660	20	\$134	\$2,680	20	\$136	\$2,720	20	\$137	\$2,740	7	\$139	\$973	
Cultural Resources Specialist Support (GS-13/14)	26	\$132	\$3,432	40	\$133	\$5,320	40	\$134	\$5,360	40	\$136	\$5,440	40	\$137	\$5,480	13	\$139	\$1,807	
Wetland Specialist Support (GS-13/14)	26	\$132	\$3,432	40	\$133	\$5,320	40	\$134	\$5,360	40	\$136	\$5,440	40	\$137	\$5,480	13	\$139	\$1,807	
Subtotal Personnel Costs	1609.5		\$133,852	2293		\$205,634	2303		\$208,597	2293		\$210,295	2293		\$212,588	758		\$71,063	
Direct Costs:																			
Organized Training/Workshop	1	\$5,000	\$5,000	1	\$5,000	\$5,000	1	\$5,000	\$5,000	1	\$5,000	\$5,000	1	\$5,000	\$5,000	0	\$5,000	\$0	
Transportation/GSA Vehicle (daily rate)	5	\$25	\$125	20	\$25	\$500	20	\$25	\$500	20	\$25	\$500	20	\$25	\$500	2	\$25	\$50	
Temporary Duty Yonder(TDY)/Travel (per trip)	2	\$300	\$600	3	\$300	\$900	3	\$300	\$900	3	\$300	\$900	3	\$300	\$900	1	\$300	\$300	
Subtotal Direct Costs			\$5,725			\$6,400			\$6,400			\$6,400			\$6,400			\$350	
Total:			\$139,577			\$212,034			\$214,997			\$216,695			\$218,988			\$71,413	
Rate Calculations	Federal Fiscal Year 2015			Federal Fiscal Year 2016			Federal Fiscal Year 2017			Federal Fiscal Year 2018			Federal Fiscal Year 2019			Federal Fiscal Year 2020			
	GS-7/9	GS-11/12	GS-13/14	estimated % COLA increase	GS-7/9	GS-11/12	GS-13/14	estimated % COLA increase	GS-7/9	GS-11/12	GS-13/14	estimated % COLA increase	GS-7/9	GS-11/12	GS-13/14	estimated % COLA increase	GS-7/9	GS-11/12	GS-13/14
Fully Burdened Hourly Rate	\$62.00	\$87.00	\$132.00		\$82.00	\$88.00	\$133.00		\$83.00	\$89.00	\$134.00		\$83.00	\$90.00	\$136.00		\$84.00	\$91.00	\$137.00

Grand Total: \$934,087

GS-7/9 Administrative/Clerical/Budget Analyst
GS-11/12 Regulatory Project Manager
GS-11/12 (ORM) Reports Specialist
GS-13/14 Cultural Resources Specialist
GS-13/14 Ecologist/Wetland Specialist
GS-13/14 Attorney/Office of Counsel

Attachment 1: Cost Estimate - San Francisco District

U.S. Army Corps of Engineers
San Francisco (SPN)

Labor Costs:	Federal Fiscal Year 2015 (Feb 1, 2015 - Sept 30, 2015)			Federal Fiscal Year 2016 (Oct 1, 2015 - Sept 30, 2016)			Federal Fiscal Year 2017 (Oct 1, 2016 - Sept 30, 2017)			Federal Fiscal Year 2018 (Oct 1, 2017 - Sept 30, 2018)			Federal Fiscal Year 2019 (Oct 1, 2018 - Sept 30, 2019)			Federal Fiscal Year 2020 (Oct 1, 2019 - Jan 31, 2020)		
	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost
Contract Management (GS-12)	40	\$114.00	\$4,560	60	\$115.00	\$6,900	80	\$116.00	\$9,280	60	\$117.00	\$7,020	60	\$118.00	\$7,080	20	\$119.00	\$2,380
In-house Outreach/Presentation (GS-12)	13	\$114.00	\$1,482	20	\$115.00	\$2,300	20	\$116.00	\$2,320	20	\$117.00	\$2,340	20	\$118.00	\$2,360	7	\$119.00	\$833
Programmatic Coordination (GS-12)	53	\$114.00	\$6,042	80	\$115.00	\$9,200	80	\$116.00	\$9,280	80	\$117.00	\$9,360	80	\$118.00	\$9,440	27	\$119.00	\$3,213
EIS as Cooperating Agency (GS-12)	27	\$114.00	\$3,078	40	\$115.00	\$4,600	40	\$116.00	\$4,640	40	\$117.00	\$4,680	40	\$118.00	\$4,720	13	\$119.00	\$1,547
NEPA/404 Integration (GS-12)	40	\$114.00	\$4,560	60	\$115.00	\$6,900	60	\$116.00	\$6,960	60	\$117.00	\$7,020	60	\$118.00	\$7,080	20	\$119.00	\$2,380
Standard Permit (GS-12)	200	\$114.00	\$22,800	300	\$115.00	\$34,500	300	\$116.00	\$34,800	300	\$117.00	\$35,100	300	\$118.00	\$35,400	100	\$119.00	\$11,900
Modify Standard Permit (GS-12)	27	\$114.00	\$3,078	40	\$115.00	\$4,600	40	\$116.00	\$4,640	40	\$117.00	\$4,680	40	\$118.00	\$4,720	13	\$119.00	\$1,547
Letter of Permission (GS-12)	17	\$114.00	\$1,938	26	\$115.00	\$2,990	26	\$116.00	\$3,016	26	\$117.00	\$3,042	26	\$118.00	\$3,068	9	\$119.00	\$1,071
Modify Letter of Permission (GS-12)	7	\$114.00	\$798	10	\$115.00	\$1,150	10	\$116.00	\$1,160	10	\$117.00	\$1,170	10	\$118.00	\$1,180	3	\$119.00	\$357
Nationwide/Regional General Permit (GS-12)	83	\$114.00	\$9,462	125	\$115.00	\$14,375	125	\$116.00	\$14,500	125	\$117.00	\$14,625	125	\$118.00	\$14,750	42	\$119.00	\$4,998
Re-verify NWP/RGP/PGP (GS-12)	13	\$114.00	\$1,482	20	\$115.00	\$2,300	20	\$116.00	\$2,320	20	\$117.00	\$2,340	20	\$118.00	\$2,360	7	\$119.00	\$833
Jurisdictional Determination (GS-12)	150	\$114.00	\$17,100	225	\$115.00	\$25,875	225	\$116.00	\$26,100	225	\$117.00	\$26,325	225	\$118.00	\$26,550	75	\$119.00	\$8,925
Screen Incoming Applications/Requests (GS-12)	13	\$114.00	\$1,482	20	\$115.00	\$2,300	20	\$116.00	\$2,320	20	\$117.00	\$2,340	20	\$118.00	\$2,360	7	\$119.00	\$833
Review Mitigation & Monitoring Plan (GS-12)	160	\$114.00	\$18,240	240	\$115.00	\$27,600	240	\$116.00	\$27,840	240	\$117.00	\$28,080	240	\$118.00	\$28,320	80	\$119.00	\$9,520
Mitigation Site compliance (white visit) (GS-12)	40	\$114.00	\$4,560	60	\$115.00	\$6,900	60	\$116.00	\$6,960	60	\$117.00	\$7,020	60	\$118.00	\$7,080	20	\$119.00	\$2,380
Permit compliance (white visit) (GS-12)	40	\$114.00	\$4,560	60	\$115.00	\$6,900	60	\$116.00	\$6,960	60	\$117.00	\$7,020	60	\$118.00	\$7,080	20	\$119.00	\$2,380
Resolution of Non-compliance w/permit (GS-12)	80	\$114.00	\$9,120	120	\$115.00	\$13,800	120	\$116.00	\$13,920	120	\$117.00	\$14,040	120	\$118.00	\$14,160	40	\$119.00	\$4,760
No Permit Required Letter (GS-12)	3	\$114.00	\$342	5	\$115.00	\$575	5	\$116.00	\$580	5	\$117.00	\$585	5	\$118.00	\$590	2	\$119.00	\$238
Pre-Application Meeting (GS-12)	40	\$114.00	\$4,560	60	\$115.00	\$6,900	60	\$116.00	\$6,960	60	\$117.00	\$7,020	60	\$118.00	\$7,080	20	\$119.00	\$2,380
Pre-Application Coordination (GS-12)	7	\$114.00	\$798	10	\$115.00	\$1,150	10	\$116.00	\$1,160	10	\$117.00	\$1,170	10	\$118.00	\$1,180	3	\$119.00	\$357
Informal ESA consultation (GS-12)	22	\$114.00	\$2,508	33	\$115.00	\$3,795	33	\$116.00	\$3,828	33	\$117.00	\$3,861	33	\$118.00	\$3,894	11	\$119.00	\$1,309
Formal ESA consultation (GS-12)	27	\$114.00	\$3,078	40	\$115.00	\$4,600	40	\$116.00	\$4,640	40	\$117.00	\$4,680	40	\$118.00	\$4,720	13	\$119.00	\$1,547
EFH consultation (GS-12)	10	\$114.00	\$1,140	15	\$115.00	\$1,725	15	\$116.00	\$1,740	15	\$117.00	\$1,755	15	\$118.00	\$1,770	5	\$119.00	\$595
Cultural Resources Specialist Support (GS-12)	7	\$114.00	\$798	10	\$115.00	\$1,150	10	\$116.00	\$1,160	10	\$117.00	\$1,170	10	\$118.00	\$1,180	3	\$119.00	\$357
Wetland Specialist Support (GS-13)	13	\$128	\$1,664	20	\$129	\$2,580	20	\$130	\$2,600	20	\$131	\$2,620	20	\$132	\$2,640	7	\$133	\$931
Subtotal Labor Costs	1132		\$129,230	1719		\$197,985	1719		\$199,684	1719		\$201,403	1719		\$203,122	574		\$68,404
Direct Costs:																		
Organized Training/Workshop	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
Transportation/GSA Vehicle (daily rate)	20	\$55	\$1,100	30	\$55	\$1,650	30	\$55	\$1,650	30	\$55	\$1,650	30	\$55	\$1,650	5	\$55	\$275
Temporary Duty (TDY)/Travel (per trip)	3	\$300	\$900	5	\$300	\$1,500	5	\$300	\$1,500	5	\$300	\$1,500	5	\$300	\$1,500	1	\$300	\$300
Subtotal Direct Costs			\$2,900			\$3,150			\$3,150			\$3,150			\$3,150			\$575
Total:			\$131,230			\$201,135			\$202,834			\$204,553			\$206,272			\$68,979
Rate Calculations	Federal Fiscal Year 2015			Federal Fiscal Year 2016 estimated 1% COLA increase			Federal Fiscal Year 2017 estimated 1% COLA increase			Federal Fiscal Year 2018 estimated 1% COLA increase			Federal Fiscal Year 2019 estimated 1% COLA increase			Federal Fiscal Year 2020 estimated 1% COLA increase		
Fully Burdened Hourly Rate	GS-12	GS-13		GS-12	GS-13		GS-12	GS-13		GS-12	GS-13		GS-12	GS-13		GS-12	GS-13	
	\$114.00	\$128.00		\$115.00	\$129.00		\$116.00	\$130.00		\$117.00	\$131.00		\$118.00	\$132.00		\$119.00	\$133.00	

GS-12 Regulatory Project Manager
GS-13 Ecologist/Wetland Specialist

Grand Total: \$1,014,983

Attachment 2

Contract Number 43A0323
U.S. Army Corps of Engineers
XXXX District

Date of Report: XXXX

To: Caltrans Contract Manager

From: XXXX, Corps Contract Manager or Caltrans Liaison

Subject: Quarterly Report for QX (For work from Month Day, Year through Month Day, Year)

I. Pending Actions

Corps ID #	District EA #	Project Name/Description	Date Received	Pending Action	Corps Staff	Comments

II. Permit Decisions Completed & Processing Time for Completed Permits

Corps ID #	District EA #	Project Name	Date Application Received	Date Application Complete	Date Action Complete	Action Type	# of Days to Complete	Performance Measure Met? (Y/N*/NA)	Corps Staff
1									
2									
3									
4									

III. Other Actions (Jurisdictional Determinations (JD)s, Compliance, National Environmental Policy Act (NEPA) Coordination)

Corps ID #	District EA #	Project Name	Date Application Received	Date Application Complete	Date Action Complete	Action Type	# of Days to Complete	Performance Measure Met? (Y/N*/NA)	Federal Lead (CT or Corps)	Corps Staff

**If No, please explain below*

	Project Name	Reason Performance Measure Not Met
1		
2		
3		

IV. Meetings and Field Visits Attended

Corps ID #	District EA #	Project Name	Action Type	Date of Meeting	Type of Meeting	Corps Staff Attended

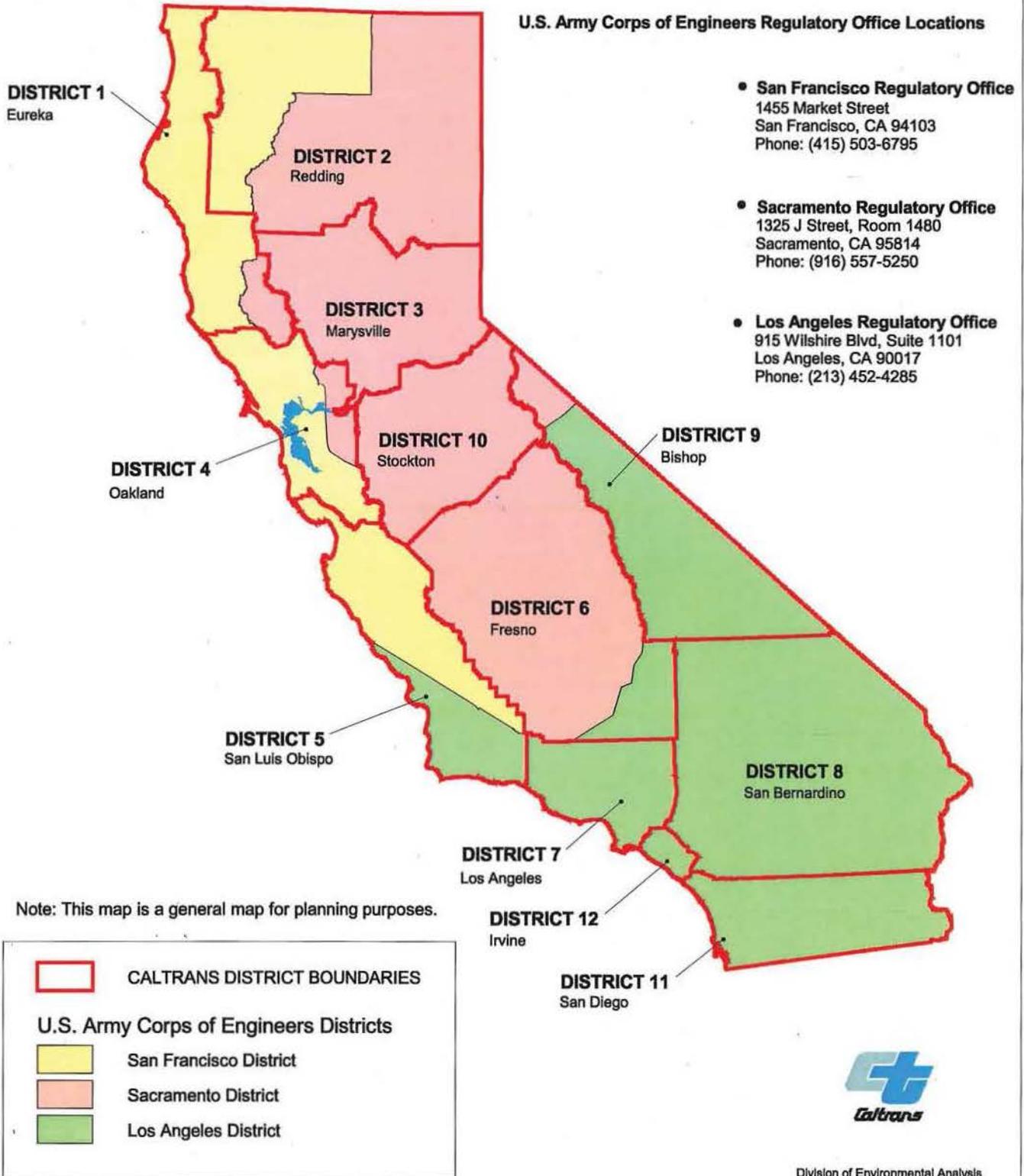
V. Summary of Expenditures for the Quarter
 Should include all expenditures for the quarter

Date of Expenditure	Description	Reason	Cost
		Expenditure Total for the Quarter:	
		Balance:	

- VI. Describe any Improvements the Corps has documented in coordinating and streamlining environmental reviews
- VII. Identify any Recommendations for improving consultation and coordination between Caltrans and the Corps personnel
- VIII. Identify any Programmatic Activity
- IX. Identify any Training Attended or Provided
- X. Identify any NEPA/404 Discussions/Activity
- XI. List Acronyms used (define)

Attachment 3

Caltrans District and U.S. Army Corps of Engineers California Regulatory Districts



Quarterly Meeting US Army Corps of Engineers Los Angeles

Current Projects at Agency

Dist-EA	Project ID	FY	Co/Ref Post Mile	Project Name Project Description	Construction Dollar (in thousands)	Permit or Action File/Permit Number	Target Submittal	Submittal Date	30 day letter received	Application Complete	Needed By	Received	PA/ED M200	PS&E M380	RTL M460	Agency Office	CT Staff Agency Staff	Date	CT Comments
05-4920	060000576	13/14	91.677-4667.2	Puehas Blancas Realignment realign roadway	\$37,246	404 Individual SPL-2015-09521-TS	4/30/13	6/18/13		7/25/13	8/21/14		8/11/10	12/17/14	10/31/14	US Army Corps of Engineers Los Angeles	Jessie Maorjian Theresa Stevens	9/15/14	LA Corps complied with Need By date for permit but due to issues with the Order Board and the 404, the issue date of the permit was slightly delayed.
13-060002			004-001-	Excess Land Breach/stop		404 Nationwide SPL-2014-00421-SCH		8/7/14			9/7/14		%	%	%	US Army Corps of Engineers Los Angeles	Chris Waterston Sophia Ma		
13-005000			004-041-284	Routine Maintenance clean culvert inlets and rips		404 Amendment SPL-2012-09034-SCH		8/18/14			8/30/14		%	%	%	US Army Corps of Engineers Los Angeles	Kabrel Katsela Sophia Ma	8/18/14	request modification to LOP
13-SC500			004-405-1-3	rip 405 Maintenance routine maintenance		404 Nationwide	8/1/14	9/18/14			10/19/14		%	%	%	US Army Corps of Engineers Los Angeles	Kabrel Katsela Sophia Ma		
11-2E002	1100005425		00-108-08	3.5 Millage/row - Hallock in last design mostly to conduct purchase and restore obligation per 404 for half land (0-34230)	\$0	404 Nationwide	8/29/14	8/3/14			10/31/14		3/7/16	3/7/16		US Army Corps of Engineers Los Angeles	Seung Lavender-Martin Stephanie Hall	9/3/14	The 404 permit application for Hallock West was submitted today.
08-34141	0800020444		00-108-08	3-40 Proteas 1/1 Phase 1 - Cc reconstruct 6 lane overcrossing (phase 1)	\$17,600	404 Nationwide SPL-2012-09025-VCC	10/21/13	10/21/13		6/7/14	7/15/14		10/1/13	8/30/14	10/28/14	US Army Corps of Engineers Los Angeles	SCOTT GURNELL Sophia Ma	8/28/14	Corps to conduct Sec. 7 consultation for 404 & 401 relocation project, which is being tied to the CC project.
08-02200	0800020295		00-108-08	41 Hwy 10 S15 @ Various Locations Install signs, repair railing post, regrade and repair sidewalks, reconstruct drain, sandblast/clean & apply mastic/sealant ending to deck.	\$719	404 Nationwide	8/15/14	8/14/14			11/15/14		10/5/14	1/12/15	3/20/15	US Army Corps of Engineers Los Angeles	Magg Elgorty Veronica Chan	1/5/14	404 Nationwide Permit to be required.
08-00200	0800020285		00-108-08	Install Signs, Repair Railing Post, Regrade And Repair, Etc. Install signs, repair railing post, regrade and repair sidewalks, reconstruct drain, sandblast/clean & apply mastic/sealant ending to deck.	\$719	404 Nationwide	8/15/14	8/14/14			11/15/14		10/5/14	1/12/15	3/20/15	US Army Corps of Engineers Los Angeles	Magg Elgorty Veronica Chan		
09-00200	0900020040		00-108-08	3-10 Expressway Lane Project extending chev or express bed	\$1,203,257	404 Nationwide	5/28/14			3/1/15			5/28/17	5/28/18	5/28/19	US Army Corps of Engineers Los Angeles	Adam Compton Veronica Chan	8/26/14	Field meeting with the Corps to review UD on 8-27-14.
11-21172	1100002002		00-108-08	3-5 Hwy San Elja Bridge & Dr replace non slip legend bridge, including retaining walls, reconstruct interchange and non extension, construct bike trail	\$130,000	404 Individual SPL-2004-01099-S.H	8/10/14	8/19/14			3/31/15		12/30/14	8/17/15	9/15/15	US Army Corps of Engineers Los Angeles	Seung Lavender-Martin Stephanie Hall	9/16/14	The Section 404 SR application package was submitted today.

Future Projects

Dist-EA	Project ID	FY	Co/Ref Post Mile	Project Name Project Description	Construction Dollar (in thousands)	Permit or Action File/Permit Number	Target Submittal	Submittal Date	30 day letter received	Application Complete	Needed By	Received	PA/ED M200	PS&E M380	RTL M460	Agency Office	CT Staff Agency Staff	Date	CT Comments
07-21592	070001832		LA-001-014	3-5 Ultimate Project - Segment 2 in los angeles county in the cities of la mirada and santa fe springs from arroyo delanero to north fork coyote creek overcrossing (segment 2)	\$124,904	404 Nationwide 408 No. EE2012-031	8/29/14				11/7/14		6/29/07	8/28/14	11/28/14	US Army Corps of Engineers Los Angeles	Mary Ngo Stephanie Hall	8/25/14	North Fork Coyote Creek channel 100% 404 emergency permit number EE2012-001 (1/20/12) 404 permit number EE2011-79 (2/17/14) 404 permit number EE2011-79 (2/17/14) is almost complete, 404 is expected to be by mid-September 2014. After these 404
07-21592	070001832		LA-001-014	Valley View, Segment 2 widen and realign roadway (segment 2)	\$124,904	404 Nationwide 408 No. EE2011-75	8/22/14				11/7/14		6/29/07	8/28/14	11/28/14	US Army Corps of Engineers Los Angeles	Mary Ngo Stephanie Hall	8/26/14	Coyote Creek 404 emergency permit number 100% 404 emergency permit number EE2011-79 (2/17/14) is almost complete, 404 is expected to be by mid-September 2014. After these 404

Current Projects: have an Initiation (Submittal) Date but no Completion (Received) date
 Future Projects: have a projected Target Submittal date and no Submittal Date
 Projects Potentially Going to Construction: have an M460 date in next 180 days
 *Print page on 11x17 inch paper

Attachment 5

Performance Measures

For the measures listed below, the Corps is expected to achieve the identified objective, for Caltrans-designated Priority Projects, unless Caltrans and Corps have mutually agreed to extend the timeframe.

Performance Standards

- 1. Objective:** Upon initial receipt of an individual permit application or Pre-construction Notification (PCN), the Corps will notify Caltrans (via telephone or email) within fifteen (15) calendar days if the permit application or PCN is Federally-complete⁽¹⁾. If the permit application or PCN is complete, the Corps will notify Caltrans of the initial date received stamped on the permit application or PCN.

Measure: The Corps shall provide such notification within the stated time frame at least 90% of the time.
- 2. Objective:** The Corps will request, in writing (via email or letter), specific additional information needed to complete an Individual Permit or Nationwide Permit (NWP) verification/ Regional General Permit (RGP) notice to proceed request within thirty (30) calendar days of initial receipt. Once sufficient information is received, the Corps will notify Caltrans (via telephone or email) within fifteen (15) calendar days of the date received stamped on the last piece of information needed to complete the request.

Measure: The Corps shall provide such notification within the stated time frame at least 90% of the time.
- 3. Objective:** Standard Permits (SP) and Letters of Permission (LOP) will be processed within ninety (90) calendar days of receiving a Federally-complete application, with the exception of those that require the Corps (not Caltrans or the Federal Highway Administration (FHWA)) to initiate formal Endangered Species Act (ESA) consultation.⁽²⁾

Measure: The Corps shall meet the stated objective at least 50% of the time.
- 4. Objective:** General Permits, including Nationwide Permits (NWP), will be processed within forty-five (45) calendar days of receiving a Federally-complete PCN.⁽³⁾

Measure: The Corps shall meet the stated objective at least 80% of the time.
- 5. Objective:** Jurisdictional Determinations (JD), including Approved JDs, will be processed within sixty (60) calendar days of receiving a complete jurisdictional determination request.

Measure: The Corps shall meet the stated objective at least 90% of the time.

Attachment 5
Performance Measures

⁽¹⁾ (Federally) complete application: The date received stamped on the last piece of information needed to complete the public notice for an individual permit or to complete the PCN for a general permit, see definition of complete application in regulations 33 CFR 325.1(d) and 325.3(a).

⁽²⁾ National Performance Standard: Decide 50% of standard permits & LOPs within 120 days of a complete application, excluding those with formal ESA consultation.

⁽³⁾ National Performance Standard: Decide 80% of general permits within 60 days of a complete application.