

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

43A0397

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

U.S. Army Corps of Engineers (Corps)

2. The term of this Agreement is:

START DATE

February 1, 2020 or upon DGS approval, whichever is later

THROUGH END DATE

January 31, 2025

3. The maximum amount of this Agreement is:

\$8,614,452.00

Eight Million Six Hundred Fourteen Thousand Four Hundred Fifty-Two Dollars and Zero Cents

4. 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Memorandum of Agreement between Caltrans and U.S. Army Corps of Engineers	22
Attachment 1	Caltrans Districts and U.S. Army Corps of Engineers District Map	1
Attachment 2	Sample Priority Projects Workload List	1
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*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

U.S. Army Corps of Engineers, Los Angeles District  
U.S. Army Corps of Engineers, San Francisco District  
U.S. Army Corps of Engineers, Sacramento District

CONTRACTOR BUSINESS ADDRESS

(See Exhibit A for details)

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

(See Exhibit A for details)

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

(See Exhibit A for signature)

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

43A0397

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

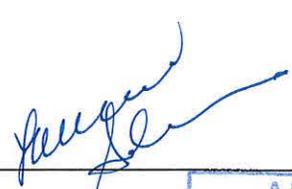
CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

(See Exhibit A for signature)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**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 and codified at 33 USC 2352, 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 January 19, 2018, 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 National Environmental Policy Act (“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; (6) provide for the development of programmatic efforts to support efficient decision-making related to Caltrans’ permitting needs; and (7) 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 33 USC 2352. See **Attachment 1** 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 33 USC 2352.
- 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 and implementation of programmatic agreements;
- review mitigation bank and in-lieu fee program-related proposals submitted by Caltrans per Corps regulations at 33 CFR 332.8(d); 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 33 USC 2352 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 2** 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 3**.
- 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 statement of expenditures that details expenditures for the quarter, and cumulatively for both the current federal fiscal year and for the life of the Agreement. Each Corps District will report time spent by all Corps District personnel on each Priority Project permit application, noting Caltrans' Expenditure Authorization (EA) and/or the Workbreakdown Structure (WBS) number (as generated and provided by Caltrans), in the the Quarterly Report. 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 per Federal fiscal year, unless an extension is granted by the Caltrans Agreement Representative. See the Quarterly Report Template (**Attachment 4**) for the required report format. The Quarterly Reports will be due on the following dates, for each full quarter that this Agreement is active:

	<b>Date Range</b>	<b>Report Due Date</b>
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 <sup>st</sup>

- 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: Marc Fugler	Senior Project Manager/Caltrans Liaison: Stephanie Hall	Senior Project Manager/Caltrans Liaison: Daniel Breen
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: 450 Golden Gate Avenue, 4th Floor San Francisco, California 94102-3406
Phone: (916) 654-5502	Phone: (916) 557-5255	Phone: (213) 452-3410	Phone: (415) 503-6803
Email: natalie.hand@dot.ca.gov	Email: marc.a.fugler@usace.army.mil	Email: stephanie.j.hall@usace.army.mil	E-mail: daniel.b.breen@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 Article 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 2**.
  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 2**.
  3. As appropriate, use a coordinated process as required under NEPA at: [http://www.dot.ca.gov/ser/downloads/MOUs/NEPA404/nepa404\\_2006\\_final\\_mou.pdf](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 Conditions of the Corps' Nationwide Permit Program and associated Regional Conditions for SPK, SPN, and SPL. Nationwide permit (NWP) verification requests shall be submitted using the Corps' South Pacific Division's Pre-Construction Notification Form as appropriate. As part of the Priority Project application, Caltrans will include Caltrans' EA and/or the WBS. 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 and implementation 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 3** 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 3**. 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, 2020 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, 2025. 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 at **Attachment 5** of this Agreement.

### C. Allowable Costs and Payments

1. Each Corps District's rates at **Attachment 5** 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 5**, 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 5** 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 **\$8,614,452.00**. 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' Agreement Representative via email and a hard copy may be mailed to 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 5**, 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 Environment (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
3. Costs which are prohibited under State or Federal laws and regulations are not allowable under this Agreement.
4. the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
5. 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.
6. Allowable costs must be adequately documented.
7. 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.
8. 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 Caltrans 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 Caltrans 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 Caltrans' 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: *July A Brown for*  
Phil Stolarski, Chief  
Division of Environmental Analysis  
California Department of Transportation

Date: *24 December 2019*

By: Kathleen Stonetak  
Kathleen Stonetak, Contract officer

Division of Procurement and Contracts  
California Department of Transportation

Date: 1/7/2020

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: 

for James J. Handura  
Colonel, U.S. Army  
Commander and District Engineer

Date: 23 December 2019

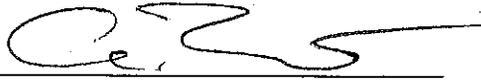
U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT

By:   
John D. Cunningham  
Lieutenant Colonel, US Army  
District Commander and Engineer

Date: 12/23/2019

A

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

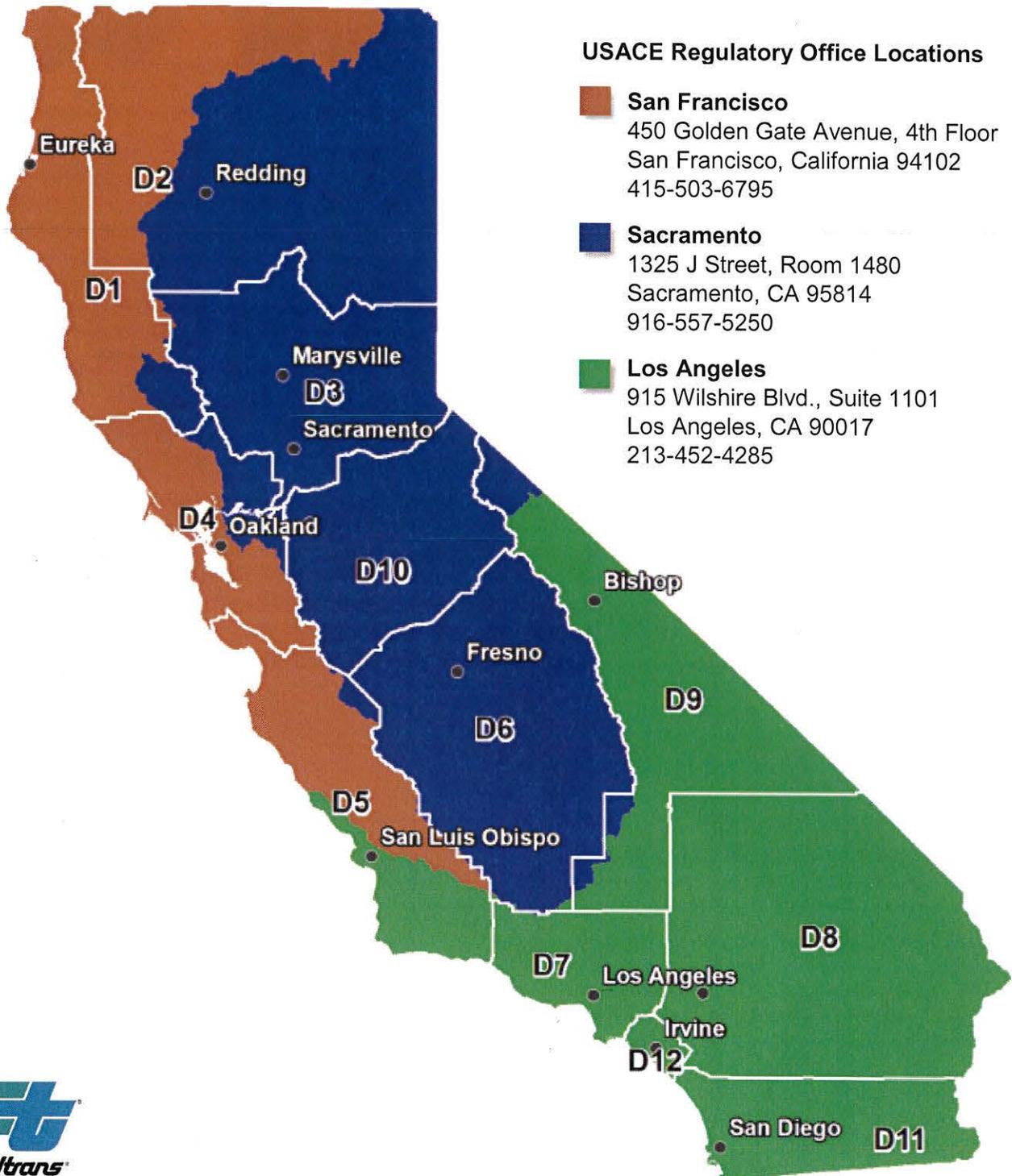
By: 

Aaron C. Barta  
Colonel, U.S. Army  
Commander and District Engineer

Date: 17 December 2019

Attachment 1

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



# US Army Corps of Engineers Workload Los Angeles

## Attachment 2

### Current Projects at Agency

Dist-EA Suffix	Project ID	FY CFD	Co/Rte/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
12-0P030_	1215000024		ORA - 074 - 11.500/16.559	12-0p030 Rte. 74 Super Elevation Correction. super elevation corrections, safety lighting, shoulder widening and ogac overlay.	\$34,211	Approved Jurisdictional Determination (AJD)	1/7/19	1/9/19			3/1/19		12/31/18		6/2/20	US Army Corps of Engineers Los Angeles			
08-0C970_	0814000144		RIV - 086 - R19.300/R21.400	Riv 86 Construct New Ic At Ave 50 & Bridge Over Coachella Channel construct new ic at ave 50 & bridge over coachella channel	\$49,718	Approved Jurisdictional Determination (AJD)		7/12/18			5/1/19		4/30/19		11/18/20	US Army Corps of Engineers Los Angeles	Tracey D' Aoust Roberts Veronica C. Li	12/18/18	Consultants have been in contact with Veronica Li. They received the necessary information to move forward. A PJD was completed and the consultants were provided the latest AJD forms in November.
07-2332E_001	0700000391		LA - 005 - R45.400/R59.000	5 Hot Lnes construct high occupancy vehicle lanes (hov) and truck lanes	\$406,100	404 Nationwide Modification	1/15/19	1/11/19			1/15/20		9/29/09	3/29/19	5/1/19	US Army Corps of Engineers Los Angeles	Christopher Stevenson Stephanie Hall	12/15/18	Permit pkg. recv'd on 12/13/18. Review and submittal expected by 1/15/19.
07-4X760_	0716000099		VEN - 001 - 4.700/4.700	0716000099 - Ven-001 Rock Slope Protection repair failed support slopes, shldrs & adj facilities	\$0	404 Nationwide Verification		3/22/17								US Army Corps of Engineers Los Angeles	Peter Champion Veronica C. Li		

### Future Projects

Dist-EA Suffix	Project ID	FY CFD	Co/Rte/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
08-0C700_	0812000184		SBD - 210 - R25.000/R33.200	Sbd 210 Gap Closure Project add 1 mf ln in each direction & reconstruct existing exit and entrance ramps, widen shoulder in medlan & add auxiliary ins at select locs	\$68,804	404 Nationwide Modification	1/15/19				2/1/19		1/4/17			US Army Corps of Engineers Los Angeles	Adam Compton Veronica C. Li	12/14/18	408 application is in ACOE review
09-37560_	0916000080		INY - 190 - 28.900/33.400	Talc City Slope Protection slope protection	\$0	404 Nationwide Verification	10/12/18				3/1/19		11/26/18		12/27/18	US Army Corps of Engineers Los Angeles	Matthew Goike Theresa Stevens		
08-1G770_	0816000064		RIV - 111 - 7.900/7.900	Riv 111 Seismic Retrofit 1 Bridge seismic retrofit	\$0	404 Nationwide Verification	3/4/19				5/15/19		2/15/18	7/5/19	9/5/19	US Army Corps of Engineers Los Angeles	Sarah Gallimore		
05-1H440_	0516000074	19/20	VAR - 001 - 0.000/0.000	Santa Maria River Bridge Replacement bridge replacement	\$8,632	404 Non-Reporting	3/15/19				5/30/19		3/2/20	8/2/22	9/30/22	US Army Corps of Engineers Los Angeles	Meg Perry		
08-1C082_	0816000087		RIV - 010 - R105.000/R134.000	Riv 10 Blythe Pavement Rehab: Mainline, Shoulders, Ramps rehabilitate mainline pavement, shoulders and ramps	\$263,010	Approved Jurisdictional Determination (AJD)	5/3/19				6/7/19		2/3/20		6/1/20	US Army Corps of Engineers Los Angeles	Nancy Frost Veronica Chan		
08-1K300_	0819000012		RIV - VAR - 0.000/0.000	Nickname Required repair/replace drainage systems, erosion control, reinforce embankment, clean basins, rock scaling, slope excavation, replace pavement, and remove settlement.	\$23,500	404 Nationwide Verification	4/15/19				6/15/19					US Army Corps of Engineers Los Angeles	Cesar Garcia Veronica C. Li		
08-0J871_	0818000133		RIV - 074 - 41.300/73.000	0818000133 - Replace &reline Culverts replace & reline culverts	\$1,500	404 Nationwide Verification	5/1/19				7/30/19			5/3/19	8/1/19	US Army Corps of Engineers Los Angeles	Tracey D' Aoust Roberts		
08-43272_	0800020178		RIV - 015 - 5.500/9.600	Riv 15 French Valley Phase 2 construct 2 lane nb cd road only (phase 2)	\$71,516	404 Nationwide Verification	4/1/19				8/1/19		1/29/10		8/27/20	US Army Corps of Engineers Los Angeles	Tracey D' Aoust Roberts Veronica Li	11/26/18	City of Temecula will be permittee/applicant

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 M480 date in next 180 days

### Attachment 3 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. Caltrans will coordinate the prioritization of the 408 and 404/10 applications to allow Corps Regulatory and 408 LOP staff to simultaneously process that application.

#### Performance Standards

- 1. Objective:** Upon initial receipt of an individual permit application or Pre-construction Notification (PCN), for a Caltrans-designated priority project, the Corps will notify Caltrans (via telephone or email) within fifteen (15) calendar days if the permit application or PCN is complete<sup>(1)</sup>. 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 and issue a public notice for all individual permit applications within fifteen (15) calendar days.

**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, Nationwide Permit (NWP) verification, or 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 complete application with the exception of those that require the Corps (not Caltrans) to initiate formal Endangered Species Act (ESA) consultation, National Historic Preservation Act Section 106 consultation, including tribal coordination, and/or projects requiring a LOP under 33 U.S. 408 (408 LOP), and would be completed within 30 days of receiving the last item of required information. When a 408 LOP is required for a project, Caltrans must submit applications to both Regulatory for the 404/10 permit and 408 LOP staff for the 408 permit, simultaneously, as each program requires the notification as part of a complete application. The project also must be listed on the Caltrans-designated Priority Projects list before the 90-day calendar starts.<sup>(2)</sup>

**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 complete PCN with the exception of those that require the Corps (not Caltrans) to initiate formal Endangered Species Act

### Attachment 3 Performance Measures

(ESA) consultation; Section 106 consultation, or coordinate with tribal contacts, if necessary, the project must be listed on the Caltrans Priority Projects list before the 45 day calendar starts; and an exception for those projects requiring a Section 408 LOP.<sup>(3)</sup>

**Measure:** The Corps shall meet the stated objective at least 80% of the time.

5. **Objective:** Preliminary Jurisdictional Determinations (PJD) and Aquatic Resource Delineations (ARD) that are on the Caltrans-designated Priority Projects list, 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.

6. **Objective:** Approved Jurisdictional Determinations (AJD) that are on the Caltrans-designated Priority Projects list will be processed within 120 calendar days of receiving a complete jurisdictional determination request.

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

<sup>(1)</sup> Complete application: The date the Corps has received all the information needed from applicant to complete permit processing.

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

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

**Attachment 4**

**Contract Number** 43A0397  
 U.S. Army Corps of Engineers  
 XXX District

**Date of Report:** Month day, year

**To:** Caltrans (CT) Contract Manager

**From:** XXX, Corps Caltrans Liaison

**Subject:** Quarterly Report for FY-20XX OX (For work from Month day, 20XX through Month day, 20XX)

**I. Permit/Actions Completed in Quarter**

	District EA/WBS #	Project Name/Description	Action Type	Corps ID #	Date Application Received	Date Application Deemed Complete	Date Action Complete	Performance Measure Met? (Yes/No*)	Federal Lead (CT or Corps)	CT Biologist	Corps Staff	Amount of Time Spent on Action
1												
2												
3												
4												
5												
6												
7												

*\*If No, please explain below:*

	District EA/WBS #	Project Name/Description	Action Type	Reason Performance Measure Not Met
1				
2				
3				

**II. Other Actions - Mitigation Monitoring Review, Compliance, NEPA Coordination, etc. (Non-Performance Measure)**

District EA/WBS #	Project Name/Description	Action Type	Corps ID #	Date Application Received	Date Action Complete	CT Biologist	Corps Staff	Amount of Time Spent on Action





Date of Expenditure	Description	Reason	Cost
		<b>Expenditure Total for the Quarter:</b>	
		<b>Balance:</b>	

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 and Define below (add more as needed/used):

**106:** Section 106 State Historic Preservation Officer (SHPO) compliance

**404(b)(1):** Clean Water Act, guidelines Alternatives Analysis

**AJD:** Approved Jurisdictional Determination

**ARD:** Aquatic Resource Delineation

**ATF:** After the Fact permit

**BO:** Biological Opinion (evaluation under ESA)

**CE:** Conservation Easement

**CDFW:** State of California Department of Fish & Wildlife

**DR:** Deed Restriction

**EFH:** Essential Fish Habitat (evaluation under MSA)

**ESA:** Endangered Species Act

**HMMP:** Habitat Mitigation and Monitoring Plan

**ILFA:** In-Lieu Fee Agreement

**LEDPA:** Least Environmentally Damaging Practicable Alternative

**LOP:** Letter of Permission

**LTMP:** Long-term Management Plan

**LUCA:** Land Use Conservation Agreement

**MFR:** Memorandum for Record

**Mod:** Modification

**MSA:** Magnusson Stevens Act  
**NEPA:** National Environmental Policy Act  
**NHPA:** National Historic Preservation Act  
**NOAA/NMFS:** National Oceanic and Atmospheric Administration/National Marine Fisheries Service  
**NPR:** No Permit Required  
**NWP:** Nationwide Permit  
**ORM:** USACE-Regulatory database input and management  
**PCN:** Pre-Construction Notification  
**PJD:** Preliminary Jurisdictional Determination  
**RC:** Restrictive Covenant  
**REMP:** Resource Enhancement Management Plan  
**RGP:** Regional General Permit  
**RGP#63:** Emergency Regional General Permit  
**ROD:** Record of Decision  
**SAC:** Scientific Advisory Committee  
**SAMI:** State Advance Mitigation Initiative Master Agreement  
**SAMP:** Special Area Management Plan  
**SANBAG:** San Bernardino Association of Governments  
**SANDAG:** San Diego Association of Governments  
**SHPO:** State Historic Preservation Officer  
**SIP:** Standard Individual Permit  
**TDY:** Temporary Duty Yonder  
**TT:** Tetra-Tech Contracted Compliance Inspectors  
**USFWS:** United States Fish & Wildlife Service  
**WBS:** Work Breakdown Structure. Codes used for billing (<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>)  
**WRDA:** Water Resources Developmental Act

**Attachment 5**

**U.S. Army Corps of Engineers' Los Angeles, Sacramento and San Francisco Districts**

**FIVE YEAR BUDGET COST ESTIMATE SUMMARY**

Federal Fiscal Years 2020-2025

**Federal Fiscal Year 2020 (Feb 1, 2020 - Sept 30, 2020)**

Los Angeles	SPL	\$543,380
Sacramento	SPK	\$329,920
San Francisco	SPN	\$255,903
<b>TOTAL REQUEST (FY20)</b>		<b>\$1,129,203</b>

**Federal Fiscal Year 2021 (Oct 1, 2020 - Sept 30, 2021)**

Los Angeles	SPL	\$563,208
Sacramento	SPK	\$531,985
San Francisco	SPN	\$374,095
<b>TOTAL REQUEST (FY21)</b>		<b>\$1,469,288</b>

**Federal Fiscal Year 2022 (Oct 1, 2021 - Sept 30, 2022)**

Los Angeles	SPL	\$567,089
Sacramento	SPK	\$733,050
San Francisco	SPN	\$454,960
<b>TOTAL REQUEST (FY22)</b>		<b>\$1,755,099</b>

**Federal Fiscal Year 2023 (Oct 1, 2022 - Sept 30, 2023)**

Los Angeles	SPL	\$570,970
Sacramento	SPK	\$747,585
San Francisco	SPN	\$458,720
<b>TOTAL REQUEST (FY23)</b>		<b>\$1,777,275</b>

**Federal Fiscal Year 2024 (Oct 1, 2023- Sept 30, 2024)**

Los Angeles	SPL	\$577,972
Sacramento	SPK	\$762,120
San Francisco	SPN	\$468,680
<b>TOTAL REQUEST (FY24)</b>		<b>\$1,808,772</b>

**Federal Fiscal Year 2025 (Oct 1, 2024 - Jan 31, 2025)**

Los Angeles	SPL	\$226,342
Sacramento	SPK	\$251,845
San Francisco	SPN	\$196,628
<b>TOTAL REQUEST (FY25)</b>		<b>\$674,815</b>

<b>TOTAL REQUEST (5 YEARS)</b>		<b>\$ 8,614,452</b>
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Los Angeles (SPL)

	Federal Fiscal Year 2020 (Feb 1, 2020 - Sept 30, 2020)			Federal Fiscal Year 2021 (Oct 1, 2020 - Sept 30, 2021)			Federal Fiscal Year 2022 (Oct 1, 2021 - Sept 30, 2022)			Federal Fiscal Year 2023 (Oct 1, 2022 - Sept 30, 2023)			Federal Fiscal Year 2024 (Oct 1, 2023 - Sept 30, 2024)			Federal Fiscal Year 2025 (Oct 1, 2024 - Jan 31, 2025)		
	Hours	Rate	Cost	Hours	Rate	Cost												
<b>Labor Costs:</b>																		
Contract Management (GS-12)	100	\$147	\$14,700	100	\$148	\$14,800	100	\$149	\$14,900	100	\$150	\$15,000	100	\$152	\$15,200	60	\$152	\$9,120
Internal/External Outreach/Presentation (GS-11/12)	40	\$147	\$5,880	60	\$148	\$8,880	60	\$149	\$8,940	60	\$150	\$9,000	60	\$152	\$9,120	30	\$152	\$4,560
Programmatic Coordination (GS-11/12)	40	\$147	\$5,880	40	\$148	\$5,920	40	\$149	\$5,960	40	\$150	\$6,000	40	\$152	\$6,080	20	\$152	\$3,040
EIS as Cooperating Agency (GS-11/12)	120	\$147	\$17,640	120	\$148	\$17,760	120	\$149	\$17,880	120	\$150	\$18,000	120	\$152	\$18,240	40	\$152	\$6,080
NEPA/404 Integration (GS-11/12)	120	\$147	\$17,640	120	\$148	\$17,760	120	\$149	\$17,880	120	\$150	\$18,000	120	\$152	\$18,240	40	\$152	\$6,080
Standard Permit (GS-11/12)	500	\$147	\$73,500	400	\$148	\$59,200	400	\$149	\$59,600	400	\$150	\$60,000	400	\$152	\$60,800	180	\$152	\$27,360
Modify Standard Permit (GS-11/12)	30	\$147	\$4,410	30	\$148	\$4,440	30	\$149	\$4,470	30	\$150	\$4,500	30	\$152	\$4,560	10	\$152	\$1,520
Letter of Permission (GS-11/12)	15	\$147	\$2,205	26	\$148	\$3,848	26	\$149	\$3,874	26	\$150	\$3,900	26	\$152	\$3,952	10	\$152	\$1,520
Modify Letter of Permission (GS-11/12)	10	\$147	\$1,470	10	\$148	\$1,480	10	\$149	\$1,490	10	\$150	\$1,500	10	\$152	\$1,520	8	\$152	\$1,216
Nationwide/Regional General Permit (GS-11/12)	600	\$147	\$88,200	500	\$148	\$74,000	500	\$149	\$74,500	500	\$150	\$75,000	500	\$152	\$76,000	250	\$152	\$38,000
Re-verify NWP/RGP/PGP (GS-11/12)	80	\$147	\$11,760	60	\$148	\$8,880	60	\$149	\$8,940	60	\$150	\$9,000	60	\$152	\$9,120	20	\$152	\$3,040
Jurisdictional Determination (GS-11/12)	150	\$147	\$22,050	150	\$148	\$22,200	150	\$149	\$22,350	150	\$150	\$22,500	150	\$152	\$22,800	80	\$152	\$12,160
Screen Incoming Applications/Requests (GS-11/12)	200	\$147	\$29,400	200	\$148	\$29,600	200	\$149	\$29,800	200	\$150	\$30,000	200	\$152	\$30,400	60	\$152	\$9,120
Review Mitigation & Monitoring Plan (GS-11/12)	200	\$147	\$29,400	240	\$148	\$35,520	240	\$149	\$35,760	240	\$150	\$36,000	240	\$152	\$36,480	80	\$152	\$12,160
Mitigation Site compliance (w/site visit) (GS-11/12)	200	\$147	\$29,400	300	\$148	\$44,400	300	\$149	\$44,700	300	\$150	\$45,000	300	\$152	\$45,600	100	\$152	\$15,200
Permit compliance (w/site visit) (GS-11/12)	200	\$147	\$29,400	300	\$148	\$44,400	300	\$149	\$44,700	300	\$150	\$45,000	300	\$152	\$45,600	80	\$152	\$12,160
No Permit Required Letter (GS-11/12)	40	\$147	\$5,880	60	\$148	\$8,880	60	\$149	\$8,940	60	\$150	\$9,000	60	\$152	\$9,120	30	\$152	\$4,560
Pre-Application Meeting (GS-11/12)	100	\$147	\$14,700	100	\$148	\$14,800	100	\$149	\$14,900	100	\$150	\$15,000	100	\$152	\$15,200	40	\$152	\$6,080
Pre-Application Coordination (GS-11/12)	160	\$147	\$23,520	160	\$148	\$23,680	160	\$149	\$23,840	160	\$150	\$24,000	160	\$152	\$24,320	40	\$152	\$6,080
Informal ESA consultation (GS-11/12)	30	\$147	\$4,410	30	\$148	\$4,440	30	\$149	\$4,470	30	\$150	\$4,500	30	\$152	\$4,560	10	\$152	\$1,520
Formal ESA consultation (GS-11/12)	60	\$147	\$8,820	60	\$148	\$8,880	60	\$149	\$8,940	60	\$150	\$9,000	60	\$152	\$9,120	20	\$152	\$3,040
EFH consultation (GS-11/12)	15	\$147	\$2,205	15	\$148	\$2,220	15	\$149	\$2,235	15	\$150	\$2,250	15	\$152	\$2,280	8	\$152	\$1,216
Administrative/Clerical/Budget Support (GS-7/9)	80	\$101	\$8,080	120	\$102	\$12,240	120	\$103	\$12,360	120	\$104	\$12,480	120	\$105	\$12,600	40	\$105	\$4,200
(ORM) Reports Specialist (GS-11/12)	30	\$147	\$4,410	40	\$148	\$5,920	40	\$149	\$5,960	40	\$150	\$6,000	40	\$152	\$6,080	20	\$152	\$3,040
Office of Counsel Support (GS-13/14)	40	\$206	\$8,240	40	\$208	\$8,320	40	\$210	\$8,400	40	\$212	\$8,480	40	\$214	\$8,560	20	\$214	\$4,280
Cultural Resources Specialist Support (GS-13/14)	40	\$206	\$8,240	40	\$208	\$8,320	40	\$210	\$8,400	40	\$212	\$8,480	40	\$214	\$8,560	15	\$214	\$3,210
Wetland Ecologist Specialist Support (GS-13/14)	240	\$206	\$49,440	240	\$208	\$49,920	240	\$210	\$50,400	240	\$212	\$50,880	240	\$214	\$51,360	120	\$214	\$25,680
<b>Subtotal Labor Costs</b>			<b>\$520,880</b>			<b>\$540,708</b>			<b>\$544,589</b>			<b>\$548,470</b>			<b>\$555,472</b>			<b>\$225,242</b>
<b>Direct Costs:</b>																		
Organized Training/Workshop/ERDC Support*	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	0	\$0	\$0
Transportation/GSA Vehicle (daily rate)	20	\$50	\$1,000	20	\$50	\$1,000	20	\$50	\$1,000	20	\$50	\$1,000	20	\$50	\$1,000	10	\$50	\$500
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
<b>Subtotal Direct Costs</b>			<b>\$22,500</b>			<b>\$1,100</b>												
<b>Total:</b>			<b>\$543,380</b>			<b>\$563,208</b>			<b>\$567,089</b>			<b>\$570,970</b>			<b>\$577,972</b>			<b>\$226,342</b>
<b>Rate Calculations</b>	<b>Federal Fiscal Year 2020</b> <i>estimated 1% COLA increase</i>			<b>Federal Fiscal Year 2021</b> <i>estimated 1% COLA increase</i>			<b>Federal Fiscal Year 2022</b> <i>estimated 1% COLA increase</i>			<b>Federal Fiscal Year 2023</b> <i>estimated 1% COLA increase</i>			<b>Federal Fiscal Year 2024</b> <i>estimated 1% COLA increase</i>			<b>Federal Fiscal Year 2025</b> <i>four-month period, no COLA increase</i>		
	GS-7/9	GS-11/12	GS-13/14	GS-7/9	GS-11/12	GS-13/14												
<b>Fully Burdened Hourly Rate</b>	\$101.00	\$147.00	\$206.00	\$102.00	\$148.00	\$208.00	\$103.00	\$149.00	\$210.00	\$104.00	\$150.00	\$212.00	\$105.00	\$152.00	\$214.00	\$105.00	\$152.00	\$214.00

**Grand Total:\$3,048,961**

GS-7/9 Administrative/Clerical  
 GS-11/12 Regulatory Project Manager/Budget Analyst  
 GS-11/12 (ORM) Reports Specialist

GS-13/14 Cultural Resources Specialist/Permit Specialist  
 GS-13/14 Ecologist/Wetland Specialist  
 GS-13/14 Attorney/Office of Counseling

\*Engineering Research Development Center Expertise (ERDC)

Sacramento (SPK)

	Federal Fiscal Year 2020 (Feb 1, 2020 - Sept 30, 2020)			Federal Fiscal Year 2021 (Oct 1, 2020 - Sept 30, 2021)			Federal Fiscal Year 2022 (Oct 1, 2021 - Sept 30, 2022)			Federal Fiscal Year 2023 (Oct 1, 2022 - Sept 30, 2023)			Federal Fiscal Year 2024 (Oct 1, 2023 - Sept 30, 2024)			Federal Fiscal Year 2025 (Oct 1, 2024 - Jan 31, 2025)		
	Hours	Rate	Cost	Hours	Rate	Cost												
<b>Labor Costs:</b>																		
Contract Management (GS-12)	67	\$140	\$9,380	100	\$143	\$14,300	100	\$146	\$14,600	100	\$149	\$14,900	100	\$152	\$15,200	33	\$155	\$5,115
Internal/External Outreach/Presentation (GS-11/12)	40	\$140	\$5,600	40	\$143	\$5,720	60	\$146	\$8,760	60	\$149	\$8,940	60	\$152	\$9,120	20	\$155	\$3,100
Programmatic Coordination (GS-11/12)	27	\$140	\$3,780	40	\$143	\$5,720	40	\$146	\$5,840	40	\$149	\$5,960	40	\$152	\$6,080	13	\$155	\$2,015
EIS as Cooperating Agency (GS-11/12)	80	\$140	\$11,200	120	\$143	\$17,160	120	\$146	\$17,520	120	\$149	\$17,880	120	\$152	\$18,240	40	\$155	\$6,200
NEPA/404 Integration (GS-11/12)	80	\$140	\$11,200	60	\$143	\$8,580	120	\$146	\$17,520	120	\$149	\$17,880	120	\$152	\$18,240	40	\$155	\$6,200
Standard Permit (GS-11/12)	100	\$140	\$14,000	300	\$143	\$42,900	400	\$146	\$58,400	400	\$149	\$59,600	400	\$152	\$60,800	150	\$155	\$23,250
Modify Standard Permit (GS-11/12)	20	\$140	\$2,800	30	\$143	\$4,290	40	\$146	\$5,840	40	\$149	\$5,960	40	\$152	\$6,080	15	\$155	\$2,325
Letter of Permission (GS-11/12)	30	\$140	\$4,200	40	\$143	\$5,720	50	\$146	\$7,300	50	\$149	\$7,450	50	\$152	\$7,600	15	\$155	\$2,325
Modify Letter of Permission (GS-11/12)	10	\$140	\$1,400	15	\$143	\$2,145	20	\$146	\$2,920	20	\$149	\$2,980	20	\$152	\$3,040	10	\$155	\$1,550
Nationwide/Regional General Permit (GS-11/12)	500	\$140	\$70,000	900	\$143	\$128,700	1200	\$146	\$175,200	1200	\$149	\$178,800	1200	\$152	\$182,400	400	\$155	\$62,000
Re-verify NWP/RGP/PGP (GS-11/12)	25	\$140	\$3,500	50	\$143	\$7,150	100	\$146	\$14,600	100	\$149	\$14,900	100	\$152	\$15,200	30	\$155	\$4,650
Jurisdictional Determination (GS-11/12)	250	\$140	\$35,000	450	\$143	\$64,350	600	\$146	\$87,600	600	\$149	\$89,400	600	\$152	\$91,200	200	\$155	\$31,000
Screen Incoming Applications/Requests (GS-11/12)	150	\$140	\$21,000	200	\$143	\$28,600	300	\$146	\$43,800	300	\$149	\$44,700	300	\$152	\$45,600	100	\$155	\$15,500
Review Mitigation & Monitoring Plan (GS-11/12)	150	\$140	\$21,000	200	\$143	\$28,600	300	\$146	\$43,800	300	\$149	\$44,700	300	\$152	\$45,600	100	\$155	\$15,500
Mitigation Site compliance (w/site visit) (GS-11/12)	150	\$140	\$21,000	200	\$143	\$28,600	300	\$146	\$43,800	300	\$149	\$44,700	300	\$152	\$45,600	100	\$155	\$15,500
Permit compliance (w/site visit) (GS-11/12)	150	\$140	\$21,000	200	\$143	\$28,600	300	\$146	\$43,800	300	\$149	\$44,700	300	\$152	\$45,600	80	\$155	\$12,400
No Permit Required Letter (GS-11/12)	25	\$140	\$3,500	40	\$143	\$5,720	60	\$146	\$8,760	60	\$149	\$8,940	60	\$152	\$9,120	20	\$155	\$3,100
Pre-Application Meeting (GS-11/12)	50	\$140	\$7,000	75	\$143	\$10,725	100	\$146	\$14,600	100	\$149	\$14,900	100	\$152	\$15,200	30	\$155	\$4,650
Pre-Application Coordination (GS-11/12)	60	\$140	\$8,400	100	\$143	\$14,300	160	\$146	\$23,360	160	\$149	\$23,840	160	\$152	\$24,320	50	\$155	\$7,750
Informal ESA consultation (GS-11/12)	20	\$140	\$2,800	30	\$143	\$4,290	30	\$146	\$4,380	30	\$149	\$4,470	30	\$152	\$4,560	10	\$155	\$1,550
Formal ESA consultation (GS-11/12)	40	\$140	\$5,600	60	\$143	\$8,580	60	\$146	\$8,760	60	\$149	\$8,940	60	\$152	\$9,120	20	\$155	\$3,100
EFH consultation (GS-11/12)	10	\$140	\$1,400	15	\$143	\$2,145	15	\$146	\$2,190	15	\$149	\$2,235	15	\$152	\$2,280	5	\$155	\$775
Administrative/Clerical/Budget Support (GS-7/9)	60	\$96	\$5,760	100	\$98	\$9,800	150	\$100	\$15,000	150	\$102	\$15,300	150	\$104	\$15,600	50	\$106	\$5,300
(ORM) Reports Specialist (GS-11/12)	20	\$140	\$2,800	30	\$143	\$4,290	30	\$146	\$4,380	30	\$149	\$4,470	30	\$152	\$4,560	10	\$155	\$1,550
Office of Counsel Support (GS-13/14)	30	\$196	\$5,880	40	\$200	\$8,000	40	\$204	\$8,160	40	\$208	\$8,320	40	\$212	\$8,480	20	\$216	\$4,320
Cultural Resources Specialist Support (GS-13/14)	25	\$196	\$4,900	40	\$200	\$8,000	40	\$204	\$8,160	40	\$208	\$8,320	40	\$212	\$8,480	15	\$216	\$3,240
Wetland Ecologist Specialist Support (GS-13/14)	20	\$196	\$3,920	60	\$200	\$12,000	100	\$204	\$20,400	100	\$208	\$20,800	100	\$212	\$21,200	30	\$216	\$6,480
<b>Subtotal Labor Costs</b>			<b>\$308,020</b>			<b>\$508,985</b>			<b>\$709,450</b>			<b>\$723,985</b>			<b>\$738,520</b>			<b>\$250,445</b>
<b>Direct Costs:</b>																		
Organized Training/Workshop/ERDC Support*	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	1	\$20,000	\$20,000	0	\$0	\$0
Transportation/GSA Vehicle (daily rate)	20	\$50	\$1,000	30	\$50	\$1,500	30	\$50	\$1,500	30	\$50	\$1,500	30	\$50	\$1,500	10	\$50	\$500
Temporary Duty Yonder(TDY)/Travel (per trip)	3	\$300	\$900	5	\$300	\$1,500	7	\$300	\$2,100	7	\$300	\$2,100	7	\$300	\$2,100	3	\$300	\$900
<b>Subtotal Direct Costs</b>			<b>\$21,900</b>			<b>\$23,000</b>			<b>\$23,600</b>			<b>\$23,600</b>			<b>\$23,600</b>			<b>\$1,400</b>
<b>Total:</b>			<b>\$329,920</b>			<b>\$531,985</b>			<b>\$733,050</b>			<b>\$747,585</b>			<b>\$762,120</b>			<b>\$251,845</b>
<b>Rate Calculations</b>	<b>Federal Fiscal Year 2020</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2021</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2022</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2023</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2024</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2025</b> <i>four-month period, no COLA increase</i>		
	GS-7/9	GS-11/12	GS-13/14	GS-7/9	GS-11/12	GS-13/14												
<b>Fully Burdened Hourly Rate</b>	\$96.00	\$140.00	\$196.00	\$98.00	\$143.00	\$200.00	\$100.00	\$146.00	\$204.00	\$102.00	\$149.00	\$208.00	\$104.00	\$152.00	\$212.00	\$106.00	\$155.00	\$216.00

GS-7/9 Administrative/Clerical  
 GS-11/12 Regulatory Project Manager/Budget Analyst  
 GS-11/12 (ORM) Reports Specialist

GS-13/14 Cultural Resources Specialist/Permit Specialist  
 GS-13/14 Ecologist/Wetland Specialist  
 GS-13/14 Attorney/Office of Counseling

\*Engineering Research Development Center Expertise (ERDC)

**Grand Total: \$3,356,505**

San Francisco (SPN)

	Federal Fiscal Year 2020 (Feb 1, 2020 - Sept 30, 2020)			Federal Fiscal Year 2021 (Oct 1, 2020 - Sept 30, 2021)			Federal Fiscal Year 2022 (Oct 1, 2021 - Sept 30, 2022)			Federal Fiscal Year 2023 (Oct 1, 2022 - Sept 30, 2023)			Federal Fiscal Year 2024 (Oct 1, 2023 - Sept 30, 2024)			Federal Fiscal Year 2025 (Oct 1, 2024 - Jan 31, 2025)		
Labor Costs:	Hours	Rate	Cost	Hours	Rate	Cost												
Contract Management (GS-12)	67	\$124	\$8,283	100	\$127	\$12,700	100	\$130	\$13,000	100	\$131	\$13,100	100	\$134	\$13,400	33	\$136	\$4,488
Internal/External Outreach/Presentation (GS-11/12)	40	\$124	\$4,945	40	\$127	\$5,080	60	\$130	\$7,800	60	\$131	\$7,860	60	\$134	\$8,040	20	\$136	\$2,720
Programmatic Coordination (GS-11/12)	80	\$124	\$9,890	40	\$127	\$5,080	80	\$130	\$10,400	80	\$131	\$10,480	80	\$134	\$10,720	80	\$136	\$10,880
EIS as Cooperating Agency (GS-11/12)	40	\$124	\$4,945	40	\$127	\$5,080	40	\$130	\$5,200	40	\$131	\$5,240	40	\$134	\$5,360	40	\$136	\$5,440
NEPA/404 Integration (GS-11/12)	60	\$124	\$7,418	120	\$127	\$15,240	120	\$130	\$15,600	120	\$131	\$15,720	120	\$134	\$16,080	40	\$136	\$5,440
Standard Permit (GS-11/12)	200	\$124	\$24,726	300	\$127	\$38,100	300	\$130	\$39,000	300	\$131	\$39,300	300	\$134	\$40,200	150	\$136	\$20,400
Modify Standard Permit (GS-11/12)	20	\$124	\$2,473	30	\$127	\$3,810	40	\$130	\$5,200	40	\$131	\$5,240	40	\$134	\$5,360	15	\$136	\$2,040
Letter of Permission (GS-11/12)	30	\$124	\$3,709	40	\$127	\$5,080	50	\$130	\$6,500	50	\$131	\$6,550	50	\$134	\$6,700	15	\$136	\$2,040
Modify Letter of Permission (GS-11/12)	10	\$124	\$1,236	15	\$127	\$1,905	20	\$130	\$2,600	20	\$131	\$2,620	20	\$134	\$2,680	10	\$136	\$1,360
Nationwide/Regional General Permit (GS-11/12)	200	\$124	\$24,726	350	\$127	\$44,450	350	\$130	\$45,500	350	\$131	\$45,850	350	\$134	\$46,900	150	\$136	\$20,400
Re-verify NWP/RGP/PGP (GS-11/12)	25	\$124	\$3,091	50	\$127	\$6,350	75	\$130	\$9,750	75	\$131	\$9,825	75	\$134	\$10,050	30	\$136	\$4,080
Jurisdictional Determination (GS-11/12)	250	\$124	\$30,908	300	\$127	\$38,100	300	\$130	\$39,000	300	\$131	\$39,300	300	\$134	\$40,200	200	\$136	\$27,200
Screen Incoming Applications/Requests (GS-11/12)	150	\$124	\$18,545	200	\$127	\$25,400	200	\$130	\$26,000	200	\$131	\$26,200	200	\$134	\$26,800	100	\$136	\$13,600
Review Mitigation & Monitoring Plan (GS-11/12)	150	\$124	\$18,545	200	\$127	\$25,400	300	\$130	\$39,000	300	\$131	\$39,300	300	\$134	\$40,200	100	\$136	\$13,600
Mitigation Site compliance (w/site visit) (GS-11/12)	150	\$124	\$18,545	200	\$127	\$25,400	300	\$130	\$39,000	300	\$131	\$39,300	300	\$134	\$40,200	100	\$136	\$13,600
Permit compliance (w/site visit) (GS-11/12)	150	\$124	\$18,545	200	\$127	\$25,400	300	\$130	\$39,000	300	\$131	\$39,300	300	\$134	\$40,200	100	\$136	\$13,600
No Permit Required Letter (GS-11/12)	25	\$124	\$3,091	40	\$127	\$5,080	60	\$130	\$7,800	60	\$131	\$7,860	60	\$134	\$8,040	20	\$136	\$2,720
Pre-Application Meeting (GS-11/12)	50	\$124	\$6,182	75	\$127	\$9,525	100	\$130	\$13,000	100	\$131	\$13,100	100	\$134	\$13,400	30	\$136	\$4,080
Pre-Application Coordination (GS-11/12)	60	\$124	\$7,418	100	\$127	\$12,700	160	\$130	\$20,800	160	\$131	\$20,960	160	\$134	\$21,440	50	\$136	\$6,800
Informal ESA consultation (GS-11/12)	20	\$124	\$2,473	30	\$127	\$3,810	30	\$130	\$3,900	30	\$131	\$3,930	30	\$134	\$4,020	10	\$136	\$1,360
Formal ESA consultation (GS-11/12)	40	\$124	\$4,945	60	\$127	\$7,620	60	\$130	\$7,800	60	\$131	\$7,860	60	\$134	\$8,040	20	\$136	\$2,720
EFH consultation (GS-11/12)	10	\$124	\$1,236	15	\$127	\$1,905	15	\$130	\$1,950	15	\$131	\$1,965	15	\$134	\$2,010	5	\$136	\$680
Administrative/Clerical/Budget Support (GS-7/9)	75	\$96	\$7,200	100	\$98	\$9,800	150	\$100	\$15,000	150	\$102	\$15,300	150	\$104	\$15,600	50	\$106	\$5,300
Office of Counsel Support (GS-13/14)	20	\$196	\$3,920	40	\$200	\$8,000	40	\$204	\$8,160	40	\$208	\$8,320	40	\$212	\$8,480	20	\$216	\$4,320
Cultural Resources Specialist Support (GS-12)	25	\$124	\$3,091	40	\$127	\$5,080	40	\$130	\$5,200	40	\$131	\$5,240	40	\$134	\$5,360	15	\$136	\$2,040
Wetland Ecologist Specialist Support (GS-13/14)	20	\$196	\$3,920	50	\$200	\$10,000	50	\$204	\$10,200	50	\$208	\$10,400	50	\$212	\$10,600	20	\$216	\$4,320
<b>Subtotal Labor Costs</b>			<b>\$244,003</b>			<b>\$356,095</b>			<b>\$436,360</b>			<b>\$440,120</b>			<b>\$450,080</b>			<b>\$195,228</b>
<b>Direct Costs:</b>																		
Organized Training/Workshop/	1	\$10,000	\$10,000	1	\$15,000	\$15,000	1	\$15,000	\$15,000	1	\$15,000	\$15,000	1	\$15,000	\$15,000	0	\$0	\$0
Transportation/GSA Vehicle (daily rate)	20	\$50	\$1,000	30	\$50	\$1,500	30	\$50	\$1,500	30	\$50	\$1,500	30	\$50	\$1,500	10	\$50	\$500
Temporary Duty Yonder(TDY)/Travel (per trip)	3	\$300	\$900	5	\$300	\$1,500	7	\$300	\$2,100	7	\$300	\$2,100	7	\$300	\$2,100	3	\$300	\$900
<b>Subtotal Direct Costs</b>			<b>\$11,900</b>			<b>\$18,000</b>			<b>\$18,600</b>			<b>\$18,600</b>			<b>\$18,600</b>			<b>\$1,400</b>
<b>Total:</b>			<b>\$255,903</b>			<b>\$374,095</b>			<b>\$454,960</b>			<b>\$458,720</b>			<b>\$468,680</b>			<b>\$196,628</b>
<b>Rate Calculations</b>	<b>Federal Fiscal Year 2020</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2021</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2022</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2023</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2024</b> <i>estimated 2% COLA increase</i>			<b>Federal Fiscal Year 2025</b> <i>four-month period, no COLA increase</i>		
	<b>GS-7/9</b>	<b>GS-11/12</b>	<b>GS-13/14</b>	<b>GS-7/9</b>	<b>GS-11/12</b>	<b>GS-13/14</b>												
<b>Fully Burdened Hourly Rate</b>	\$96.00	\$123.63	\$196.00	\$98.00	\$127.00	\$200.00	\$100.00	\$130.00	\$204.00	\$102.00	\$131.00	\$208.00	\$104.00	\$134.00	\$212.00	\$106.00	\$136.00	\$216.00

GS-7/9 Administrative/Clerical  
 GS-11/12 Regulatory Project Manager/Budget Analyst  
 GS-12 Cultural Resources Specialist/Permit Specialist  
 GS-13/14 Ecologist/Wetland Specialist  
 GS-13/14 Attorney/Office of Counseling

**Grand Total: \$2,208,986**