

AGENDA: June 3, 2021

TO: Regional Transportation Commission

FROM: Sarah Christensen, P.E., Senior Transportation Engineer & Guy Preston, Executive Director

RE: Highway 1 – State Park to Freedom Auxiliary Lanes and Bus on Shoulder Project & Coastal Rail Trail Segment 12 Professional Engineering Services Contract Award & Addition of Interim Trail Alternative

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission approve the attached Resolution (Attachment 1) authorizing the Executive Director to negotiate and enter into a professional engineering services contract (Attachment 2) with Mark Thomas & Company, Inc. for the remaining scope of work of the Highway 1 State Park to Freedom Auxiliary Lanes and Bus on Shoulder Project & Coastal Rail Trail Segment 12 Project Approval and Environmental Document (PA/ED) component of the Project.

BACKGROUND

In 2020, RTC entered into a Cooperative Agreement with Caltrans and a professional engineering services contract for the Project Approval and Environmental Document (PA/ED) component of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between the State Park Drive and Freedom Boulevard Interchanges, which includes Segment 12 of the Coastal Rail Trail (Project). The Project improvements include the complete replacement of the mainline Highway 1 bridge over Aptos Creek and the two railroad bridges spanning over Highway 1, which are necessary to widen the freeway. The project also includes the entire 1.25 mile Segment 12 of the Coastal Rail Trail, which extends from State Park Drive to Rio del Mar Boulevard along the Santa Cruz Branch Railroad Line (SCBRL), including four trail bridges (over Highway 1, over Soquel Drive and Aptos Creek, over Soquel Drive and Valencia Creek, and over Highway 1 again). The Project's environmental phase is funded by Measure D Highway Corridors and Senate Bill 1 (SB1) Local Partnership Program (LPP) formulaic funds.

On May 4, 2021 Commission staff issued a 30-day notice to terminate the professional engineering services agreement with the consultant for the Project and recommends formal termination of the agreement by the Commission on June 3, 2021 (refer to Item 10 on the consent agenda). Staff made the decision to re-procure because the scope of services changed significantly since the original procurement took place. A Request for Proposals (RFP) was released on May 5, 2021.

DISCUSSION

According to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) must describe a reasonable range of alternatives to a proposed project that could feasibly attain most of the basic project objectives and would avoid or substantially lessen any of the proposed project's significant effects. Additionally, a "No Project" alternative must be analyzed.

Currently, the Project's preliminary engineering and environmental analysis for the trail includes one build alternative with a trail adjacent to the existing railroad tracks and a no build alternative. The 12 to 16 foot wide trail is proposed on the inland side of the railroad tracks. In addition to the proposed four trail bridge spans, there are several proposed trail retaining walls, up to 20 feet in height, needed for the trail adjacent to rail alternative. It is anticipated that the trail adjacent to rail alternative will require acquisition of right of way, relocation of utilities, and mitigation of environmental impacts (removal of trees and potential temporary impacts to creeks for new bridge construction). Many of these costs were not captured in previous planning level studies.

Interim Trail Alternative

As set forth in previous decisions by the Commission to adopt the Monterey Bay Sanctuary Scenic Trail (MBSST) Master Plan, accept the Unified Corridor Investment Study (UCS) and the Transit Corridor Alternatives Analysis and Regional Network Integration Study (TCAA/RNIS), the SCBRL should be used for both an active transportation and a public transit corridor, with electric passenger rail being the locally preferred alternative for transit. As indicated in the TCAA/RNIS Business Plan, there are many risks associated with a rail transit project, including funding. Although RTC's Regional Transportation Plan (RTP) includes passenger rail, it is on the unconstrained funding list, due to unidentified funding needs.

Since electric rail transit along the SCBRL is a longer-term investment, it would be prudent to analyze an interim trail alternative, to ensure a

reasonable analysis of viable alternatives for the project. Multiple build alternatives were included in the EIR for the north coast Coastal Rail Trail (Segment 5) Project, from Wilder Ranch to Davenport. This included a trail only alternative analyzed at a level of detail equal to that of the proposed project (multi-use trail on the coastal side of the track.) The preferred alternative was the proposed project.

The CEQA analysis will consider many factors to provide the extent of impacts for the project alternatives analyzed. All of the information would be considered by the Project Development Team (PDT) in recommending a preferred alternative. Adding an interim trail alternative for consideration as part of the Project is not a decision to select an interim trail as the preferred alternative, but would allow public engagement for the alternatives to be done as part of the anticipated outreach associated with the current environmental analysis.

Staff recommends that an interim trail alternative be of similar width and material (paved riding surface with unpaved shoulders) as the trail adjacent to the existing rail line. The concurrent analysis of these two alternatives could potentially provide insight on how RTC could efficiently configure the corridor to include all future uses. Considering that a future transit rail line will likely require horizontal and vertical adjustments, the addition of passing sidings and at least partial re-construction of the ballast, ties, rail and many structures, it may not be advisable to assume that the existing rail line will remain in its current location with all existing infrastructure in place.

To potentially minimize impacts and reduce initial cost, an interim trail would assume that the existing railroad track and ties could be temporarily removed and bridges could be temporarily repurposed, if the SCBRL is railbanked in the future. However, only the Surface Transportation Board (STB) could authorize the temporary removal of track and ties by means of a railbanking order. The Staff Report from February 2021 that includes additional information about railbanking is included as Attachment 3. An interim trail would be considered an infeasible alternative without railbanking. However, it is premature to assume that railbanking is infeasible since Progressive Rail provided notification of their intent to file for abandonment. Progressive Rail has withdrawn their intent to file for abandonment at this time but has claimed that they retain the right to do so without additional notification to the RTC.

A railbanking agreement would provide for future potential re-activation of freight rail on the SCBRL and would also allow for passenger rail service on the line, consistent with the MBSST Master Plan, UCS, and TCAA/RNIS.

Therefore, an interim trail alternative would not preclude future passenger rail service on the SCBRL in accordance with RTC's long-range plans.

The proposed project does not include passenger rail transit. Future passenger rail is contemplated as a separate proposed long-range project. Nonetheless, the selection of the preferred alternative on this project should not be made solely on which build alternative has the least initial cost. It is expected that building an interim trail on the roadbed and then relocating the trail as part of a potential subsequent rail project would eventually add to the overall cost of the Commission's long-term goal of adding rail transit to the line. One could assume that the added cost could be as much as the full cost of the interim trail. This assumes that the cost of building a future rail and trail project to replace the interim trail would be the same as the cost of building the trail adjacent to the existing rail and adding passenger rail improvements later. A more reasonable assumption would be that the added cost would be somewhat offset by efficiencies gained by future decisions to make the best use of the branch line's limited right-of-way by adjusting the rail and trail alignments, as noted above. There could also be efficiencies gained by constructing a future rail and trail project as part of a single construction contract.

Nonetheless, this added cost would only be realized if the future freight and/or passenger rail service on the line is determined needed, funded, and approved sometime in the future. The analysis of an interim trail alternative should consider whether the alternative could attain most of the basic project objectives while avoiding or substantially lessening any of the proposed project's significant environmental effects, over the probable period of time that the trail would be used in the interim condition.

The Project is currently on schedule to complete the environmental document in 2022. There is no certainty of the SCBRL being railbanked nor the timing of such occurring, but having studied the interim trail alternative would provide information to decision makers on a trail alternative in as timely of a manner as possible.

The team also analyzed a scenario of not adding the interim trail alternative now, but instead conducting additional environmental analysis later, due to a potential future request to analyze an interim trail. This approach would add substantial risk and schedule delay to the project by having to re-do the environmental technical studies and environmental documentation as well as needing another public review process. Therefore, the approach to add the interim trail as an alternative at this time is preferred by the PDT, because it reduces the delivery risks to the project.

RTC was successful with securing a grant from cycle 2 of competitive SB1 funding, which resulted in a \$107.2 Million to fully fund construction of two Highway 1 Bus on Shoulder and Auxiliary Lanes Projects between Soquel Drive and State Park Drive, bicycle and pedestrian overcrossings at Chanticleer Avenue and Mar Vista Drive, and Complete Street and Congestion Mitigation Improvements on Soquel Drive. Staff believes that information gained by including an interim trail alternative will be helpful in developing funding strategies such that the project can be well positioned for the next cycle of SB1 competitive grant programs.

Although the guidelines for the next round of SB1 competitive grant funding have not yet been developed by the California Transportation Commission (CTC), RTC anticipates that there will be a requirement to complete the project's EIR/EA by the end of 2022 to be eligible to apply for funding. Staff predicts that adding an alternative would still allow for the EIR/EA to be delivered by the anticipated deadline for eligibility for cycle 3 funds.

On May 20, 2021 the Interagency Technical Advisory Committee (ITAC) reviewed and provided input on the approach for the proposed consultant contract. The ITAC supported a new contract scope with an expanded alternatives analysis, including an interim trail alternative, in the spirit of CEQA.

Consultant Contract

Staff released an RFP and received one proposal from Mark Thomas & Company, Inc. Staff reached out to other qualified consultants to understand why they didn't submit a proposal for the contract, and they indicated that their workload on existing contracts and ongoing procurements did not allow them to commit the time of developing a proposal. The selection panel recommends awarding the contract to the consultant who is qualified to perform the work and whose proposal was deemed complete. The draft contract, scope of services, project schedule, and cost proposal is included as Attachment 2.

Although the RFP scope of work included both the PA/ED and PS&E components of the project, staff recommends awarding the contract for the PA/ED component and amending the contract at a later date once the scope of work for the PS&E component is more developed. **Staff recommends that the Regional Transportation Commission authorize the Executive Director to negotiate and enter into a professional engineering services agreement (No. 2122) with Mark Thomas & Company, Inc. in the amount not to exceed \$2,080,839 for the**

PA/ED component of the project, with a term through December 31, 2026.

Members of the public can email interimtrail@sccrtc.org referencing Item 30 with their comments on the interim trail alternative of Segment 12 of the Coastal Rail Trail along the Santa Cruz Branch Rail corridor. Comments received by 12:00PM Wednesday June 2, 2021 will be provided as a handout.

FISCAL IMPACT

The current Measure D 5 year plan includes \$3.28M in FY20/21 and \$4.97M in FY21/22 for this project, which is sufficient capacity to fund the remaining Kimley Horn & Associates, Inc. contract through May 4, 2021 as well as the new contract with Mark Thomas & Company Inc. for the remaining PA/ED work. The FY20/21 and FY21/22 budgets include sufficient capacity to fund both contracts, however the FY21/22 budget includes a split between the PA/ED and PS&E components of the project of \$2.05M and \$2.69M respectively. The final invoice from Kimley Horn & Associates, Inc. for work through the term of their contract (May 4, 2021) has not been received, reviewed, and verified by staff. Staff recommends amending the budget to shift funds from the PS&E component to the PA/ED component if necessary to fully fund both contracts.

SUMMARY

Staff recommends the RTC authorize the award of a new consultant contract for the preliminary engineering and environmental analysis work for the Highway 1 Auxiliary Lanes and Bus on Shoulder Project which includes Segment 12 of the Coastal Rail Trail. Staff recommends awarding the professional engineering services agreement, which will include an interim trail alternative, to Mark Thomas & Company, Inc. with a total not to exceed value of \$2,080,839.

Attachments:

1. Resolution
2. Draft Contract, Scope of Services, Project Schedule, and Cost Proposal
3. Railbanking Staff Report from February 2021

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 3, 2021
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH MARK THOMAS & COMPANY, INC. FOR THE REMAINDER OF THE PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) PLASE AND FOR THE PLANS, SPECIFICATIONS AND ENGINEERS ESTIMATE (PS&E) PHASES OF THE HIGHWAY 1 AUXILIARY LANES AND BUS ON SHOULDER PROJECT BETWEEN FREEDOM AND STATE PARK WHICH INCLUDES SEGMENT 12 OF THE COASTAL RAIL TRAIL

WHEREAS, Highway 1 is the most heavily traveled highway in Santa Cruz County, is often congested and has safety concerns; and

WHEREAS, Highway 1 serves as the backbone for the movement of people and goods through the majority of the urban area in Santa Cruz County, providing access to schools, commercial, residential, and recreational destinations;

WHEREAS, in September of 2019 the RTC indicated its intent to program the region's formula shares of State Transportation Improvement Program (STIP), Highway Infrastructure Improvement (HIP) and Local Partnership Program funds to the Auxiliary Lanes and Bus on Shoulders projects along Highway 1;

WHEREAS, in February of 2020 the Commission approved an amendment to the Measure D Expenditure Plan to explicitly include Auxiliary Lanes and Bus on Shoulder improvements south of State Park Drive, between State Park Drive and Rio del Mar and between the Rio del Mar and Freedom Boulevard interchanges (State Park-Freedom) to be effective after the 45-day notice period ending March 22, 2020;

WHEREAS, in February of 2020 the Commission adopted the Measure D Strategic Implementation Plan (SIP) which included a delivery strategy for the Highway 1 Auxiliary Lanes and Bus on Shoulders projects;

WHEREAS, in February of 2020 the RTC authorized the Executive Director to negotiate and enter into a Cooperative Agreement with Caltrans for the Highway 1 Auxiliary Lanes and Bus on Shoulders from State Park to Freedom Project Approval/Environmental Document (PA/ED) phase;

WHEREAS, the Executive Director executed the Cooperative Agreement with

Caltrans on February 21, 2020;

WHEREAS, in November of 2019 the RTC issued a request for proposals to procure a professional services consultant to prepare the preliminary engineering and environmental documentation (PA/ED phase) for the Highway 1 State Park to Freedom Boulevard Auxiliary Lanes and Bus on Shoulders Project, and Kimley Horn & Associates, Inc was the highest ranked engineering services, with an option to amend the contract for the final design phase at a later date;

WHEREAS, on March 25, 2020 RTC entered into a professional engineering services contract with Kimley Horn & Associates, Inc. (Contract No. TP2075) for the Project Approval and Environmental Document (PA/ED) component of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between the State Park Drive and Freedom Boulevard Interchanges, which includes Segment 12 of the Coastal Rail Trail (Project);

WHEREAS, the RTC failed to accept the TCAA/RNIS Business Plan on April 1, 2021 for electric rail transit along the SCBRL making the timing of implementation of electric rail transit on the SCBRL uncertain, and is now considered a long-term investment;

WHEREAS, the Project Development Team (PDT) made up of Caltrans, County, and RTC staff and consultants proposes to analyze an interim trail improvement as a near-term investment as part of the preliminary engineering and environmental analysis of Segment 12 of the Coastal Rail Trail;

WHEREAS, there have been several unforeseen circumstances that changed the scope of work included in the original RFP and contract with professional engineering services consultant;

WHEREAS, on May 4, 2021 staff issued a notice of intent to terminate the contract no. TP2075 with Kimley Horn & Associates, Inc. which included a temporary hold on work under the contract;

WHEREAS, on May 5, 2021 staff released an RFP for professional engineering services for the PA/ED and PS&E phases of the Project;

WHEREAS, on May 20, 2021 staff presented the proposed approach to add the interim trail alternative to the preliminary engineering and environmental analysis of Segment 12 of the Coastal Rail Trail to the RTC's Interagency Technical Advisory Committee (ITAC). The ITAC supported staff's recommendation to add the interim trail alternative to the Project's scope of work;

WHEREAS, on May 27, 2021 1 proposal was received from Mark Thomas &

Company, Inc. who is qualified to perform the work. The selection panel recommends awarding the contract to the consultant who is qualified to perform the work and whose proposal was deemed complete.

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

The Executive Director is authorized to negotiate and enter into a professional engineering services agreement with Mark Thomas & Company, Inc. (Contract No. 2122) for a total not to exceed amount of \$2,080,839 for the remaining preliminary engineering and environmental analysis scope of the Project which includes the interim trail alternative, subject to final negotiations and legal counsel review as to form;

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Aurelio Gonzalez, Chair

ATTEST:

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC PDM, RTC TIP, and Consultant Project Manager

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**CONTRACT NO. 2122
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this _____ day of _____, 2021 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Mark Thomas & Company, Inc., hereinafter called CONSULTANT for Highway 1 – State Park to Freedom Auxiliary Lanes and Bus on Shoulder Project and Coastal Rail Trail Segment 12 (PROJECT). The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise special skill to accomplish the following results: Project Approval/Environmental Document (PA/ED) phase for the PROJECT, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Name</u>	<u>Firm</u>	<u>Function</u>
Zach Siviglia	Mark Thomas & Co.	Project Manager

C. No person named in paragraph B of this Article or in the Fee Schedule /Cost Proposal (Exhibit C), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.

D. This contract includes the subcontractors and/or subconsultants listed in Exhibit C: Fee Schedule/Cost Proposal.

E. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION

F. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS

1. CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B: Project Schedule) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

2. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the CONTRACT.

2. **COMPENSATION**. In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT (as described in Exhibit A: Scope of Services and Exhibit B: Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Cost Proposal, dated DATE, attached hereto (Exhibit C) and incorporated by reference. The consideration to be paid to CONSULTANT as pervaded herein shall be for all CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. If there is any conflict between the approved Fee Schedule/Cost Proposal and this CONTRACT, this CONTRACT shall take precedence.

- A. The method of payment for this CONTRACT will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A: Scope of Services of this CONTRACT. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project approved by the Commission. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COMMISSION and will be subject to approval by the Commission in its sole discretion. Adjustment in the total lump sum compensation will not be effective until authorized by CONTRACT amendment and approved by COMMISSION.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work or Project Schedule, COMMISSION shall have the right to delay payment or terminate this CONTRACT in accordance with the provisions of Article 5 of this Agreement: Termination.
- C. When milestone cost estimates are included in the approved Cost Proposal (Exhibit C), CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate or shifting hours or costs between tasks.
- D. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (Cal HR), as specified in the approved Cost Proposal (Exhibit C).
- E. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION'S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this CONTRACT.
- F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit and according to California Code of Regulations, as they currently exist or may be amended during the term of this CONTRACT upon receipt by

COMMISSION's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing or Task Order, if applicable. Invoices shall detail the work performed on each milestone, task order and/or each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal (Exhibit C) and shall reference this CONTRACT number and project title. Final invoice must contain the final cost and all credits due COMMISSION including any equipment purchased under the provisions of Article 31 Equipment Purchase of this CONTRACT. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COMMISSION's Contract Manager at the following address:

SCCRTC – Attn: Sarah Christensen, P.E.
1523 Pacific Ave, Santa Cruz, CA, 95060

- G. Invoices shall follow the format stipulated for the approved Cost Proposal (Exhibit C) and shall reference this CONTRACT number, project title and Task Order number, if applicable.
- H. The invoices must include the following information:
 - a. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
 - b. Itemized expenses incurred during the billing period;
 - c. Total invoice/payment requested, specifically noting the amount of retention, if any;
 - d. Total amount previously paid under this Agreement;
 - e. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3. PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The Santa Cruz County Regional Transportation Commission (RTC) shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the Santa Cruz County Regional Transportation Commission (RTC) fails to pay promptly, the RTC shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the RTC shall act in accordance with both of the following:

- a) Each payment request shall be reviewed by the RTC as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt.
- c) A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

4. FUNDING REQUIREMENTS

- A. It is mutually understood between the CONSULTANT and COMMISSION that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.
- B. This CONTRACT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, federal or state agency, or COMMISSION governing board that may affect the provisions, terms, or funding of this CONTRACT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- D. COMMISSION has the option to terminate the CONTRACT pursuant to Section 5: Termination, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

3. RETENTION OF FUNDS.

- A. No retainage will be held by the Commission from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to Page 14 of 32 September 2020 | Local Assistance Procedures Manual EXHBIT 10-R A&E Boilerplate Agreement Language limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

4. TERM.

- A. This CONTRACT shall go into effect on _____; contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT

shall commence work after notification to proceed by the COMMISSION'S Contract Manager. The CONTRACT shall end on December 31, 2026, unless earlier terminated or extended by CONTRACT amendment.

- B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION's board and fully executed.

5. TERMINATION.

- A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate in the event of termination for cause provides and the reasons for termination stated in the notice.
- B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.
- D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT in which case the overage shall be deducted from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.
- E. Upon termination, COMMISSION shall be entitled to all CONSULTANT's work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, or liability arising from or connected with the services provided under this CONTRACT due to willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due willful misconduct or to negligent acts,

errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents;

- B. Any and all Federal, State and Local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. **SAFETY.**

- A. The CONSULTANT shall comply with OSHA, Cal-OSHA, and all other regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel (officers, employees, volunteers, or agents) and any subcontractors must submit and comply with the "right-of-entry agreement" with COMMISSION and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.) SC&MB, or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference, and shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line or within the rail line right-of-way.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project are open to public traffic unless otherwise identified as private property. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles

- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

8. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

- 1. Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here _____/_____.

2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here ____ / ____.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars (\$2,000,000) per occurrence, and four million dollars (\$4,000,000) in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of one million dollars (\$1,000,000)_____ combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION ____ / ____.
5. Railroad Protective Liability Insurance in the minimum amount of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate, if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track or Commercial General Liability Insurance coverage that does not exclude work on the rail road and with a minimum limit of two (\$2,000,000) million dollars per occurrence and four (\$4,000,000) million dollars in aggregate.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "POST CONTRACT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon POST CONTRACT COVERAGE being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for POST CONTRACT COVERAGE shall be deemed to

be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance and Railroad Protective Liability Insurance, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.), or its successor,, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

3. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days' notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this CONTRACT.

4. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to take reasonable action to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and notices endorsements shall be delivered or sent to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

5. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this CONTRACT. In the event said insurance coverage expires at any time or times during the term of this CONTRACT, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the CONTRACT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this CONTRACT upon occurrence of such event.
6. If any insurance policy of CONSULTANT required by this CONTRACT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
7. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
8. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.
9. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. FEDERAL, STATE AND LOCAL LAWS.

- A. CONSULTANT warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.
- B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

10. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gove Code 12990 and 2 CCR 8103. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

During the performance of this CONTRACT, the CONSULTANT and its subconsultants shall not deny the CONTRACT benefits to any person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government. Code §12990 et seq.) and the applicable regulations promulgated thereunder (.2 CCR 11000et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.

- C. In addition, the CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services. Definitions for Minority/Women/Disabled

Business Enterprises are available from the California Department of Transportation, at <http://www.dot.ca.gov/obeo/index.html>

- D. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other CONTRACT.
 - E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
 - F. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
 - G. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
 - H. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this Article.
 - I. In the event of CONSULTANT's non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.
 - J. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COMMISSION components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- 11. HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably

interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

12. FEDERAL CERTIFICATIONS AND ASSURANCES.

A. CONSULTANT and all subcontractors shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and the federal transportation act and its successors thereto. It may include but is not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
2. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
3. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
4. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
6. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
7. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B. CONSULTANT shall also comply with "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in the *Federal Register* and found online at http://www.fta.dot.gov/grants/12825_93.html.

The 2013 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance

4. Suspension and Debarment Certification
5. U.S. OMB Assurances in SF-424B and SF-424D

13. PROHIBITION OF EXPENDING COMMISSION, STATE, OR FEDERAL FUNDS FOR LOBBYING.

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

14. CONFLICT OF INTEREST.

- A. During the term of this agreement, CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this CONTRACT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COMMISSION construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.C.

CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

15. **LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. **DEBARMENT AND SUSPENSION CERTIFICATION.**

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

17. INDEPENDENT CONSULTANT STATUS.

A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits provided by the COMMISSION. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.
2. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

- C. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.
- D. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- E. COMMISSION is not required to make any deductions or withholds from the compensation payable to CONSULTANT under the provisions of the CONTRACT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel.

CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.

- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third part that an employer-employee relationship exists by reason of this CONTRACT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. CONSULTANT agrees that the CONTRACT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. Contractor and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. RETENTION OF RECORDS/AUDIT.

- A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting

records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. The state, State Auditor, and COMMISSION shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the CONTRACT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The Federal Highway Administration (FHWA) or other authorized representative of the federal government shall also have access to the records described in this paragraph, if federal funds are used in this CONTRACT.

20. **INSPECTION OF WORK.** The CONSULTANT and any subconsultant shall permit the COMMISSION, the STATE, and the FHWA or FTA if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.
21. **ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.
22. **WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this CONTRACT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. CONSULTANT shall have no property right therein whatsoever.
- A. Upon completion of all work under this CONTRACT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimated performed to that date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this CONTRACT which is not CONSULTANT's privileged information, as defined by law or CONSULTANT's personnel information along with all other property belonging exclusively to the COMMISSION which is in the CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writtin by the COMMISSION.
- B. Additionally, it is agreed that the Parties intend this to be an CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and

exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section E below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

23. CONFIDENTIALITY OF DATA.

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

of the materials prepared or assembled by CONSULTANT pursuant to performance of this CONTRACT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COMMISSION or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this CONTRACT. CONSULTANT shall indemnify and reimburse COMMISSION for any damages caused by CONSULTANT releasing the information, including, but not limited to, COMMISSION's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

24. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION.** In accordance with Public CONTRACT Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.
25. **EVALUATION OF CONSULTANT.** CONSULTANT's performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the CONTRACT record.
26. **DRUG-FREE WORKPLACE.** CONSULTANT shall comply with the provisions of Government Code § 8350 *et seq.*, regarding Drug-Free Workplace Certification, and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.
27. **CHANGE IN TERMS.**
 - A. This Agreement may be amended or modified only by mutual written agreement of the parties.
 - B. No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties authorized to bind the parties; and nor oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 - C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION's Contract Manager.
28. **DISPUTES.** This CONTRACT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this CONTRACT and shall comply with COMMISSION's instructions.

Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee's determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COMMISSION Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.

29. CLAIMS FILED BY COMMISSION'S CONSTRUCTION CONTRACTOR.

- A. If claims are filed by COMMISSION's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION'S construction CONTRACT administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this CONTRACT.
- C. Services of CONSULTANT's personnel in connection with COMMISSION's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.

30. AUDIT REVIEW PROCEDURES.

- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager and Executive Director
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute

shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the RTC COMMISSION.

- C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this CONTRACT.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a CONTRACT Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the CONTRACT, Fee Schedule/Cost Proposal (Exhibit C) and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The CONTRACT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the CONTRACT by this reference if directed by COMMISSION at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Fee Schedule/Cost Proposal (Exhibit C) may be subject to a CPA ICRA Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Fee Schedule/Cost Proposal (Exhibit C) shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Regular by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.
 - 1) During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and

other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

31. SUBCONTRACTING.

- A. The CONSULTANT is responsible for performing the work required under the CONTRACT in a manner acceptable to COMMISSION. The CONSULTANT's organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT wishes to use a subconsultant not specified in this CONTRACT or Exhibit C, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of this CONTRACT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and

be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

- B. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/Cost Proposal (Exhibit C).
- D. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- E. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.
- E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.
- F. The CONSULTANT hereby agrees that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on or enter into any construction CONTRACT, or on any CONTRACT to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

- G. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

32. EQUIPMENT PURCHASE.

- A. Prior authorization in writing, by COMMISSION's Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Fee Schedule/Cost Proposal (Exhibit C) and exceeding \$5,000 with prior authorization by COMMISSION's Contract Manager, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased as a result of this CONTRACT is subject to the following:
 - 1. "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COMMISSION shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION."
 - 2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

33. STATE PREVAILING WAGE RATES.

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work, as may be amended.
- B. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial

Relations (DIR) pursuant to Labor Code 1725.5. Registration with DIR must be maintained throughout the entire term of the contract, including any subsequent amendments.

- C. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determination applicable to work under this CONTRACT are available and on file with the Department of Transportation' Regional/District Labor Compliance Officer. (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- D. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <https://www.dir.ca.gov/>.
- E. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations or other party given the right to inspect the payroll records under state law. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT, but shall be available upon request made through COMMISSION or the Department of Industrial Relations.. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and U.S. mail no later than the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- F. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Manager.
- G. Penalty
 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion

thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The CONTRACT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per

diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If COMMISSION determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.
- H. Hours of Labor: Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COMMISSION, twenty-five dollars (\$25) for each worker employed in the execution of the CONTRACT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- I. Employment of Apprentices
1. Where either the CONTRACT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.
- J. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

A. CONSULTANT, subrecipient (COMMISSION), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COMMISSION shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer. Page 22 of 32 September 2020 I - I Local Assistance Procedures Manual EXHBIT 10-R A&E Boilerplate Agreement Language • Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B.** The goal for DBE participation for this CONTRACT is 16%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the CONTRACT.
- C.** CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the CONTRACT goal, or by documenting adequate good faith efforts to meet the CONTRACT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D.** Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COMMISSION's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COMMISSION. Unless COMMISSION's consent is provided, the CONSULTANT shall not be entitled to any payment for The COMMISSION authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COMMISSION's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The COMMISSION determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the COMMISSION of the reasons why the use of other forces or sources of materials should not occur. CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The COMMISSION's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COMMISSION shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation 2. Provide this notification before starting the affected work work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification

Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the COMMISSION's reports of DBE participation to Caltrans, the COMMISSION must display both commitments and attainments.

- G.** A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H.** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I.** CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J.** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF. **J.** CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The

records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. The CONTRACTOR must make available to the Contract Manager a copy of all DBE subcontracts upon request.
- N. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

- 35. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work actually performed; or to deduct from the CONTRACT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 36. BROKERAGE OR OTHER FEES.** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage or contingent, excepting bona fide employees or bona fide commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. . For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee."
- 37. NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this CONTRACT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

CONSULTANT:

MARK THOMAS & COMPANY, INC.
ZACH SIVIGLIA, Project Manager
701 University Ave #200, Sacramento, CA 95825

COMMISSION:

Santa Cruz County Regional Transportation Commission
(SCCRTC)
Sarah Christensen, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

38. FORCE MAJEURE

Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

39. COMPLETE CONTRACT.

- A. CONTRACT: The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's

performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions(s).

D. Attachments are:

- Exhibit A: Scope of Services
- Exhibit B: Project Schedule
- Exhibit C: Fee Schedule/Cost Proposal
- Exhibit D: Disclosure of Lobbying Activities, Standard Form (*Exhibit 10-Q, LAPM*)
- Exhibit E: Levine Act Statement
- Exhibit F: Consultant Certification of Contract Costs and Financial Management System (*Exhibit 10-K, LAPM*)
- Exhibit G: Proposer DBE Information (*Exhibit 10-O2 LAPM*)
- Certificate of workers compensation insurance
- Certificate of liability insurance
- Certificate of professional liability insurance
- W-9 Taxpayer Identification Number and Certification

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 2122 to be executed on the date first written above.

1. CONSULTANT

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _____	By: _____
SIGNED	SIGNED
_____	_____
PRINTED	PRINTED
DATE: _____	DATE: _____

Company Name: MARK THOMAS & COMPANY, Inc.
 Address: 701 University Ave #200, Sacramento, CA 95825
 Telephone: (916) 381-9100
 Email: zsviglia@markthomas.com

3. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

RTC Administrative Services Officer

COMMISSION Counsel

DATE: _____

DATE: _____

DISTRIBUTION:

- *RTC Fiscal & Contract Manager*
- *CONSULTANT*

EXHIBIT A - SCOPE OF SERVICES

SR1 Auxiliary Lane, State Park Drive to Freedom Blvd Project

PA&ED Phase

INTRODUCTION

Mark Thomas & Company, Inc. (Mark Thomas) will complete the PA&ED phase for the Santa Cruz County Regional Transportation Commission (RTC) for the improvements required to construct northbound (NB) and southbound (SB) auxiliary lanes along State Route 1 (SR1) from the State Park Drive Interchange to the Freedom Boulevard Interchange in Santa Cruz County, a distance of approximately 2.5 miles, and construct an approximate 1.25 mile segment of the Coastal Rail Trail Segment.

Project improvements include adding NB and SB auxiliary lanes between interchanges, median and outside mainline modifications and widening, bus on shoulder (BOS) operations, ramp modifications to accommodate the mainline modifications, widening the existing Aptos Creek Bridge, new retaining walls along the mainline and trail, new sound walls, two (2) new Pedestrian Overcrossings (POC) over SR 1 adjacent to the existing rail bridges for the trail, replacement/relocation of existing lighting, sign illumination (removal), traffic monitoring stations, drainage modifications/improvements, existing utility relocation and accommodation, and landscape and irrigation improvements.

For the PA&ED phase, there is one assumed Build Alternative for the improvements along SR 1 with the intent to study two alternatives for the Coastal Rail Trail Segment as follows:

- Interim Configuration - Remove rail and repurpose for trail
- Ultimate Configuration - Trail adjacent to rail

ASSUMPTIONS

1. Mark Thomas will take the lead in monthly Project Development Team (PDT) meetings and will be responsible for the preparation of meeting agendas and minutes as well as coordination of meeting times and locations with Caltrans, Santa Cruz County Regional Transportation Commission (RTC), Santa Cruz County (County), and the City of Capitola (City).
2. The project geometry as developed by previous consultant during the PA&ED phase and detailed on preliminary Geometric Approval Drawings (GADs) will be value engineered for opportunities to reduce scope and cost.
3. No significant roadway modifications are required to any local streets or facilities beyond Caltrans right of way except for a private roadway with no outlet on the south side of SR 1 that connects private residences with Moosehead Drive.
4. The project will require modification/ installation of traffic monitoring stations, ramp lighting, sign illumination (removal), call box, and bike/ped overcrossing lighting. Ramp metering is not included nor is installation or modification of traffic signals on the local streets.

5. The project will require new retaining walls with varying height and length. The retaining walls are assumed to be either Caltrans standard plan Type 1 walls requiring specialty design due to peak ground accelerations (PGA) above 0.6g or specialty designed walls.
6. It is anticipated that the outside bridge barrier will need to be replaced on the existing Aptos Creek Bridge.
7. The project will not require coordination and meeting with California Highway Patrol.
8. Project plans will be prepared in MicroStation, using drafting standards as documented in Caltrans 2020 Plan Preparation Manual or any subsequent update published prior to the contract notice to proceed.
9. The project will not require utility Longitudinal Exceptions to Caltrans Encroachment Policy.
10. Right of way acquisition is required for the project.
11. Any project mitigations or negotiations with the regulatory agency or County will be conducted by the RTC, with support from the consultant team.
12. Aerial mapping provided by RTC for the PA&ED phase will be augmented as needed with supplemental field survey for preliminary design.
13. Meeting format for the PA&ED phase is assumed to be virtual.
14. No fee encroachment permit from Caltrans
15. RTC will secure any needed permissions to enter upon private property to access and study the project area
16. All existing on-ramps within the project area are not metered. Mark Thomas assumes that the proposed SR 1 mainline improvements to add auxiliary lanes and bus-on-shoulder design will only require evaluation of ramp modifications at the merge/diverge locations and will not require ramp realignment/widening beyond the gore point locations and addition of ramp metering on the on-ramps.
17. Preparation of a Ramp Metering Fact Sheet to document any exceptions to the latest Caltrans Ramp Metering Manual is not required.
18. Caltrans approved the Traffic Methodology Memorandum, Existing Conditions Report, Traffic Forecasts, and Traffic Operations Analysis Report (TOAR) for the project. RTC does not anticipate any updates of traffic studies but may require support if the project is broken into phases, and/or for grant applications, which would be added scope.

SCOPE OF WORK

Task 1 Project Administration and Management

This task shall include general project administration and management. The anticipated level of effort for these tasks is based upon a 15 month project duration.

1.1 General Project Management

This task will include ongoing general project management activities, including coordinating subconsultant activities and submittals.

Mark Thomas will maintain project files in electronic format in conformity with Caltrans' Uniform Filing System. A correspondence and submittal log will be used to track correspondence, submittals and other significant project data.

This task will include ongoing general project coordination with subconsultants and internal staff, including preparing memos, letters, e-mails, and phone calls necessary to manage the project, project scheduling, and updates.

1.2 Prepare Monthly Progress Reports/ Invoices

Mark Thomas will prepare a monthly status report which will be included as part of the monthly invoice package. A transmittal letter will briefly highlight the overall project status and any significant scope, schedule, or budget issues on the horizon.

1.3 General Meeting Attendance and Project Coordination

Mark Thomas staff will attend twelve (12) project related meetings in addition to the regularly scheduled PDT Meetings discussed below. Meeting attendance covered by this task shall include meetings with Santa Cruz County, City of Capitola, RTC staff, Caltrans functional units, other design consultants, adjacent property owners, and other individuals. This task shall include attendance of a Caltrans Constructability Review Meeting and Caltrans Safety Review Meeting following the submittal of the 95% PS&E package. Mark Thomas will prepare meeting agendas, minutes, and action items lists for meetings as necessary.

1.4 PDT Coordination Meetings

Mark Thomas will attend a project kick off meeting as well as twelve (12) ongoing monthly PDT coordination meetings. Meetings will include representatives from Caltrans, RTC, Santa Cruz County, and the City of Capitola. Work includes the preparation of agendas, meeting minutes, log of action items, data request log, design decision log, etc. The project critical path method (CPM) schedule will be updated monthly and reviewed as part of the meeting.

1.5 Commission Presentations

Mark Thomas will develop project presentation materials for up to two (2) presentations to be given at RTC meetings or Transportation Policy Workshop meetings. Mark Thomas project manager and project director will attend presentations. Project presentation materials will include a PowerPoint presentation and exhibits compiled from existing project information.

1.6 Project Scheduling

Mark Thomas will prepare and maintain a CPM schedule for the project. The CPM schedule will be updated and provided to RTC monthly. The CPM schedule will include agency review periods and utility/right of way items and quality control activities. The schedule will be used as a living document throughout the project.

1.7 Risk Management Plan

A Risk Register will be prepared following the guidelines in the Caltrans Risk Management Handbook. Mark Thomas will work with the PDT to jointly identify risks and define probability, severity, impacts, and ownership of each risk which will be documented in the Risk Register. The Risk Register will be reviewed at a Risk Management Workshop with the District 5 Risk Management Coordinator. Following the workshop, the Risk Management Plan will be developed to include methodology, roles and responsibilities, budgeting, timing, risk categories, definitions of risk probability and impact, stakeholder tolerances, reporting and formats, and tracking. Risk Register will be included in the Draft/Final Project Report.

1.8 Quality Assurance / Quality Control

Mark Thomas will prepare a project specific Quality Management Plan to describe the quality procedures that will be implemented for work performed during the development, review, and approval of all project deliverables. This task includes performing quality control activities as well as preparing all quality assurance documentation.

Deliverables

- Monthly Project Progress Reports/ Invoices (12)
- General Meeting Agendas, Minutes, Actions Item List (12 meetings)
- PDT Meeting Agendas, Minutes, and Action Item Lists, Data Request Log, Design Decision Log (kick-off and 12 monthly meetings)
- Risk Register (Up to 2 meetings and risk register updates at least quarterly)
- CPM Schedule (updated monthly)
- Project Quality Control Plan
- Project PowerPoint Presentation (up to 2) and Mounted Project Exhibit (up to 2)

Task 2 Data Collection

2.1 Data Collection

Assemble all available data from Caltrans, the Town of Aptos, and Santa Cruz County, including As-Built plans of roadways and site development, parcel maps, records of survey, Caltrans right of way mapping, etc.

Mark Thomas will obtain an encroachment permit from Caltrans for field work including supplemental survey, environmental field reviews, and tree surveys.

If necessary, Mark Thomas will work with RTC staff to draft/distribute a form letter for rights of entry for field surveys and exploration. For purposes of this scope, it is assumed that rights of entry will be obtained by RTC and reasonably available.

2.2 Supplemental Topographic Survey

Mark Thomas will perform supplemental field surveys to identify and locate key features within the project limits that are not clearly shown on the aerial topographic mapping provided by RTC to support the preliminary engineering, such as topography of existing structures, points of structure minimum clearances, drainage pipe types and utility features. This information will be added to the base mapping provided by RTC. We have assumed no more than five (5) days of survey crew time will be used. Mark Thomas assumes control from previous aerial mapping efforts will be provided. It is assumed this control will have been approved by Caltrans through the ABC process.

Deliverables

- Field Survey Data (PNEZD in ASCII format)
- Field Survey Notes

2.3 Utility Coordination

Mark Thomas will prepare Utility “A” Letters to request updated utility information from utility owners in the project limits for their facilities. We assume Mark Thomas will mail the “A” letters and track the responses.

Deliverables

- Utility “A” Letters

Task 3 Preliminary Engineering

This task takes the preliminary engineering already completed to date for the PA&ED phase and evaluates/updates as needed.

3.1 Geometric Approval Drawings

Mark Thomas will review the draft Geometric Approval Drawings (GADs) prepared for the project and refine the highway and trail improvements that have been developed to date for the PA&ED phase. For the Draft and Final Project Report, Mark Thomas will prepare revised GADs for Caltrans review and approval. The purpose of the GADs is to identify geometric design features, environmental impacts, right of way footprint and nonstandard design features for the project build alternative. The GAD’s will show traffic data, alignment, superelevation, profile and typical cross sections.

Deliverables

- Revised Draft and Final GADs (PDF format)

3.2 DIB 78/Design Standard Decision Document

During the refinement of the project build alternative, Mark Thomas will identify features that do not meet current Caltrans Highway Design Manual (HDM) Design Standards. Design exceptions for nonstandard features are anticipated. Mark Thomas will prepare a draft Design Standard Decision

Document (DSDD) to document and justify nonstandard design features identified for the project build alternative. The draft DSDD will be submitted to Caltrans for review and approval. The approved DSDD will be included as an attachment to the Draft Project Report as there is only one project build alternative. It is assumed that the FHWA Highway Safety Manual safety analysis is not required.

A Design Information Bulletin 78 design checklist will be prepared and submitted with the GADs. The checklist documents conformance with applicable HDM design standards. We anticipate one (1) review by Caltrans District 5 and a final review/ approval by Caltrans Headquarters Project Delivery Coordinator as both underlined and bold design exceptions are anticipated.

Deliverables

- Draft and Final DSDD (5 hard copies and PDF format)
- Draft and Final DIB 78 (5 hard copies and PDF format)

3.3 Structure Advance Planning Studies

Mark Thomas will develop Structure Advance Planning Studies (APS) for the:

- Replacement of the North Aptos Underpass over SR 1
- Replacement of South Aptos Underpass over SR 1
- North Aptos Pedestrian Overcrossing over SR 1 (two alternatives)
- South Aptos Pedestrian Overcrossing over SR 1 (two alternatives)
- Widening of the SR-1 Aptos Creek Bridge (two alternatives)
- Seven specialty retaining walls along SR 1

A total of 15 APSs will be prepared for submittal to Caltrans. An APS Design Memo will document structure alternatives considered, construction staging, proposed aesthetics, constructability, and assumed foundation type. A Preliminary Foundation Memo and square-foot cost estimates for each structure alternative will be included. The approved APS for each bridge will be included as part of the Project Report.

Mark Thomas will also develop an additional four APSs for the following structures for submittal to SCCRTC. As these structures are outside of Caltrans' right of way they will not be submitted to Caltrans for review and will not be included in the APS Design Memo:

- Conversion of existing railroad bridge over Valencia Creek to pedestrian use
- Conversion of existing railroad bridge over Aptos Creek to pedestrian use
- Two specialty retaining walls along the rail trail.

Deliverables

- Draft and Final Structure APS (5 hard copies and PDF format)

3.4 Life Cycle Cost Analysis

Mark Thomas will prepare the Life-Cycle Cost Analysis (LCCA) using the current RealCost Version. We will follow the flowchart Figure 2-2 for Lane Widening to select the design life and pavement type.

Pavement rehabilitation of mainline SR 1 is assumed to not be required for the LCCA analysis. Per Caltrans policy, if pavement rehabilitation is required, Caltrans will perform the deflection study and provide pavement recommendations.

Deliverables

- Draft and Final LCCA Summary Memorandum (5 hard copies and PDF format)

3.5 Geotechnical Review

Preliminary Geotechnical Report (PGR)

PARIKH will prepare a Preliminary Geotechnical Report (PGR) for the roadway pavement, retaining walls, sound walls, slopes and other civil design features. Proposed scope of the work will be to review readily available materials and prepare a PGR as per Caltrans guidelines. The review will be based on readily available data including as-built Log of Test Borings from the existing projects and other Agency records. The potential geotechnical/geologic impacts and mitigations will be discussed on a broad basis including but not limited to slope stability, geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed project. Wall foundation types will be based on Caltrans standard design guidelines. Generally, the geotechnical issues relevant to the proposed project are presented in a qualitative manner with no specific design recommendations.

Preliminary Foundation Reports (PFR)

PARIKH will prepare Preliminary Foundation Reports (PFR) for the proposed POC at two railroad bridges over Highway 1 and widening the bridge over Aptos Creek and Spreckles Drive. Retaining walls are assumed to be covered within the Preliminary Geotechnical Report. If necessary, a separate report can be prepared as a PFR document. This task excludes rail bridges over Hwy 1 at North and South Aptos underpass.

The PFR will be prepared in accordance with Caltrans guidelines and will include discussions on potential geotechnical/geologic impacts and mitigations on a broad basis including but not limited to slope stability, geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed bridge structures. Certain design assumptions are made as to the type of foundations, approximate pile length. Generally, the geotechnical issues relevant to the proposed project are presented in a qualitative manner with no specific design recommendations. These are helpful in defining the overall design program and evaluating the cost impacts. Subsequently, during the PS&E. phase detail Foundation Report will be prepared for the bridge.

Preliminary Geotechnical Memorandum (PGM)

The project will include new trail access along a portion of the existing railroad alignment with two new trail structures added to the existing Soquel Drive UP (Br. No. 36C-0077 and 36C-0069). It is our understanding that the proposed structures are outside of Caltrans right-of-way, and PARIKH will prepare one Preliminary Geotechnical Memorandum for each structure to support the preliminary engineering evaluation.

The proposed scope of the work consists of reviewing readily available materials, conducting preliminary engineering analyses, and preparing geotechnical memoranda. No field exploration is planned, and the preliminary engineering evaluation will be based on the published geologic maps, as-built boring logs in the project vicinity, and other Agency records. The potential geotechnical/geologic impacts and mitigations will be discussed on a broad basis including but not limited to slope stability, geology, seismic impacts, groundwater conditions, etc. for the proposed structure. Based on the information provided by the designer, we understand that seismic retrofit work to be limited to catcher blocks and there be no changes to the foundation loading. The geotechnical issues relevant to the proposed project are presented in a qualitative manner with no specific design recommendations.

Deliverables

- Draft and Final Preliminary Geotechnical Report (5 hard copies and PDF format)
- Draft and Final Preliminary Foundation Reports (5 hard copies and PDF format)
- Draft and Final Preliminary Geotechnical Memorandums (5 hard copies and PDF format)

3.6 Preliminary Drainage Report

WRECO will update the Draft Preliminary Drainage Report that is currently under Caltrans review. WRECO will ensure the previous draft is updated to reflect any design changes proposed by the Project Team, including any new alternatives being considered (up to two additional alternatives). WRECO will update the drainage impacts for each proposed alternative and provide recommendations for possible drainage improvements and updated cost estimates. In addition, WRECO will update the report based on any comments received from Caltrans.

Deliverables

- Revised Draft and Final Preliminary Drainage Report (5 hard copies and PDF format)

3.7 Location Hydraulic Study

The project is within a Federal Emergency Management Agency (FEMA) designated floodplain and floodway. The Draft Location Hydraulic Study is currently under Caltrans review. WRECO assumes the new bridge alternatives will be considered for the Aptos/Valencia Creek Bridge and culvert. Hydraulic models will have to be fully updated based on the updated designs. WRECO will perform hydrologic and hydraulic analyses of the existing condition and the new proposed project bridge design alternatives (assuming up to two alternatives are being considered). WRECO will update the impact analysis for each proposed alternative and recommend possible mitigation strategies to address the project impacts, if needed. WRECO will also update the report based on any comments received from Caltrans.

Additionally, WRECO will update the impacts of sea-Level rise (SLR) for the project and confirm tidal datum and predicted SLR elevations (low, medium, or high) per Caltrans and National Oceanic and Atmospheric Administration's (NOAA) guidelines. WRECO will discuss the project's design life/timeframe, adaptive capacity, and risk tolerance to assess the project impacts. WRECO will also use Caltrans' standard templates.

Deliverables

- Revised Draft and Final Location Hydraulic Study Report (5 hard copies and PDF format)

3.8 Water Quality Assessment

WRECO will update the Draft Water Quality Assessment that is currently under Caltrans review. WRECO will ensure the previous draft is updated to reflect any design changes proposed by the Project Team, including any new alternatives being considered (up to two additional alternatives). WRECO will update the water quality impacts for each proposed alternative and recommend possible best management practices (BMP) or project features to address water quality issues. In addition, WRECO will update the report based on any comments received from Caltrans.

Deliverables

- Revised Draft and Final Water Quality Assessment Report (5 hard copies and PDF format)

3.9 Storm Water Data Report

WRECO will update the Draft Stormwater Data Report that is currently under Caltrans review. WRECO will ensure the previous draft is updated to reflect any design changes proposed by the Project Team, including any new alternatives being considered (up to two additional alternatives). WRECO will update the water quality impacts for each proposed alternative and recommend possible BMPs or project features to address water quality issues. In addition, WRECO will update the report based on any comments received from Caltrans. It is assumed that since the Project's Project Initiation Document (PID) was approved before July 2013, the work within Caltrans' right-of-way is grandfathered into the 1999 Caltrans MS4 permit, National Pollutant Discharge Elimination System No. CAS000003, State Water Resources Control Board (SWRCB) Order No. 99-06-DWQ and will not have to address hydromodification management. However, the work within Santa Cruz County's right-of-way may trigger the need for hydromodification analysis and mitigation, and the Stormwater Data Report will include calculations and mitigation strategies to address potential Project impacts.

Deliverables

- Revised Draft and Final Storm Water Data Report (5 hard copies and PDF format)

3.10 Landscape Assessment

Mark Thomas will prepare a draft and final Landscape Assessment memo for improvements related to the landscape of the Highway 1 corridor within the project limits. The memo will include a description of existing conditions and site setting and provide recommendations regarding plant types, placement, physical character, and visual impacts of landscape improvements.

Deliverables

- Draft and Final Landscape Assessment Memorandum (5 hard copies and PDF format)

3.11 Value Engineering

Procura360 Group will lead the Value Engineering (VE) Evaluation following the formal Value Analysis Study required by the Federal Highway Administration for projects costing more than \$50 Million. Up to three (3) days for the VE workshop is assumed. Mark Thomas will support Procura360 Group to assemble up to three (3) senior level managers/ designers to review the Concept Plans, GADs, Typical Cross Sections, Construction Staging, Pavement Structural Section Design, Traffic Management and Structures. The purpose of the review is to identify potential cost saving design

concepts and also verify the constructability of the project. The results of the VE will be summarized in a report and presented to the PDT.

Deliverables

- Draft and Final VE Study Report (5 hard copies and PDF format)

3.12 Right of Way Data sheet

Monument ROW will prepare the Caltrans Right of Way (R/W) Data Sheets, which involves reviewing the delineated geometric plans for each alternative, preparing a list of all affected properties and owners including the current uses and improvements on each parcel, and physically inspecting each proposed R/W impact to help determine the magnitude of each acquisition. Real estate values for each property type are derived from public sales sources and from interviews with local real estate brokers. The probable value of each proposed taking is estimated from the derived values and severance damages are estimated based on costs to cure or reproduction calculations. Business or residential relocations are noted as well as the costs associated with the relocations, and loss of business goodwill, appraisals, escrows, title and other associated costs. The utility relocations are summarized and the preliminary estimated cost of utility relocations are incorporated into the R/W Data Sheets. Monument ROW will provide costs in the appropriate Caltrans format and will provide the design team with cost effective solutions to potential problems that can escalate the total project costs.

The scope of work will be performed and delivered in the form of a report containing a textual description of the project areas studied, a summary of total probable costs of the study area itemized by major component and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.

The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the R/W Data Sheets, or other format required by the project.

Deliverables

- Draft and Final Right of Way Data Sheet (PDF format)

3.13 Utility Conflict Analysis

Mark Thomas will use the information gathered by the Utility "A" Letter process to identify potential utility conflicts. We will contact the utility companies to help identify the costs of relocations and also make a preliminary determination of "prior rights" to establish the cost to be used in the Right-of-Way Data Sheet. Preliminary utility conflict exhibits will be prepared.

Deliverables

- Draft and Final Preliminary Utility Conflict Exhibits (PDF format)

3.14 Rail Trail Coordination

Harris & Associates, Inc. (Harris) will coordinate with the Mark Thomas team and the RRM project team, who is designing and analyzing Rail Trail Segments 8/9 for the City of Santa Cruz and Segments 10/11 for the County of Santa Cruz. The purpose is to share information and ensure a consistent

approach, particularly for the environmental documentation and legal defensibility. Tasks include coordinating with the respective teams via meetings (telephone and virtual) and emails/memoranda, and reviewing materials (e.g., approach, notice of preparation, project description) to ensure a consistency with work on the other Rail Trail projects.

JMA will provide support to the Mark Thomas team to prepare the rail related sections of the draft and final project report regarding the codes and standards to be followed including: UPRR, AREMA, and CPUC. JMA will review the prior concepts prepared by others and perform a site visit to obtain a detailed impression of the existing conditions, challenges and goals for the project. JMA will obtain the relevant Valuation Maps (Val Maps) and other Railroad documentation for the respective right-of-way bounding the project, if available.

The Surface Transportation Board is the agency with jurisdiction over the Railbanking process. JMA will support RTC with the Railbanking process that may include the following:

- Prepare up to five (5) supplement exhibits; and
- Attend up to five (5) web meeting(s) with the Client, RTC, Surface Transportation Board, and other project stakeholders.

Deliverables

- Draft and Final Exhibits (PDF format)

3.15 Coastal Development Permit

Harris & Associates, Inc. (Harris) will coordinate with regulatory agencies and the Mark Thomas team to develop the Coastal Development Permit application. While we understand the permit is issued during the PS&E phase, the intent of this task is early and ongoing coordination with the regulatory agencies to obtain their technical input early and have the permit positioned for issuance in the PS&E phase.

Deliverables

- Draft and Final Coastal Development Permit Application (PDF format)

Task 4 Traffic

4.1 Preliminary Staging Concepts

Mark Thomas will use the information in the approved TOAR to evaluate staging concepts, traffic handling and potential detour routes along local streets. Preliminary staging concepts will be presented on exhibits.

Deliverables

- Draft and Final Preliminary Staging Concept Exhibits (PDF format)

4.2 Transportation Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist for inclusion in the PR. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP

requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and will be included as an attachment to the Project Report.

Deliverables

- Draft and Final TMP Checklist (PDF format)

4.3 Traffic Analysis Support

The Traffic Operations Analysis Report (TOAR) is approved for the project. CDM Smith will provide support to the engineering and environmental teams for processing and obtaining approval of the Draft/Final Environmental Document and Draft/Final Project Report.

Deliverables

- Input to Draft/Final Environmental Document
- Input to Draft/Final Project Report

Task 5 Environmental Technical Studies

ICF will be the lead for the environmental technical studies with support from SCWA, LSA and TAHA and assume participation in up to thirty (30) virtual meetings (PDT and general). Given RTC's interest in evaluating an interim trail alternative, ICF's approach would be to develop a phased approach for the trail component and describe how the trail component will be implemented in phases. As the first phase, assuming RTC is able to obtain a railbanking agreement from the Surface Transportation Board, the existing railroad will be temporarily repurposed to serve as a trail till the time a Santa Cruz Branch Rail Line is reactivated. And in the second or final phase, the rail will be returned to existing conditions and the trail will be constructed adjacent to the rail line.

Based on the preliminary review of the project, ICF understand that an Environmental Impact Report (EIR) under CEQA and Environmental Assessment (EA) under NEPA would be the appropriate environmental document.

The following sections describe the updated or new environmental technical studies that will be undertaken.

5.1 Community Impact Assessment

TAHA will complete the Community Impact Assessment (CIA) initiated under the previous contract. TAHA had previously prepared the Growth section of the CIA. Consistent with the Caltrans' CIA Template and Volume 4 of the Standard Environmental Reference remaining chapters of the CIA may include Land Use, Growth, Community Character, Traffic and Transportation, and Public Involvement chapters. Any additional construction-period impacts (such as increase in noise, air quality, potential future temporary disruption in trail, etc.) related to the phased implementation of the trail will be analyzed.

Deliverables

- Draft and Final CIA Report (5 hard copies and PDF format)

5.2 Relocation Impact

It is anticipated that an addendum to the Relocation Impact Memorandum would be adequate. It is assumed that impacts assumed in the Relocation Impact Memorandum will not change.

Deliverables

- Draft and Final Addendum to Relocation Impact Memorandum (5 hard copies and PDF format)

5.3 Air Quality (Including Greenhouse Gases)

It is assumed that no quantitative modeling will be required for the new Build Alternative. If agreeable to Caltrans, a qualitative impacts discussion of the Build Alternative with Interim Trail Phase included will be provided by TAHA in an addendum to the approved technical report.

Deliverables

- Draft and Final Addendum to Air Quality Report (5 hard copies and PDF format)

5.4 Energy Study

Similar to the approach for Air Quality Report, TAHA will revise the Energy Study to include a qualitative discussion of the new Build Alternative with interim trail Phase included.

Deliverables

- Draft and Final Addendum to Energy Study (5 hard copies and PDF format)

5.5 Visual Impact Assessment

ICF will revise the Visual Impact Assessment to include impacts of the interim trail phase. It is assumed that the site photography has been completed and the location data/photo logs of the Key Observation Points will be provided by RTC. Mark Thomas will prepare up to four (4) visual simulations.

Deliverables

- Draft and Final VIA Report (5 hard copies and PDF format)

5.6 Paleontology Information/Evaluation

The results of the geologic map review, record search, and background research, and survey will be used to evaluate the significance of paleontological resources and to perform a paleontology sensitivity analysis of the impacts of the interim trail phase using Caltrans' tripartite system. The results will be compiled in a combined PIR/PER amendment by Paleo Solutions. The PIR/PER will also include as needed updates to the previously analyzed alternatives, a discussion of potential impacts on paleontological resources, and a summary of recommendations, constraints, and coordination requirements. The findings of the PIR/PER will determine if a Paleontological Mitigation Plan (PMP) is required. The cost to complete a PMP is included.

Deliverables

- Draft and Final Addendum to PIR/PER (5 hard copies and PDF format)

5.7 Cumulative Impact Analysis

ICF will update the cumulative impact analysis report to address impacts of the interim trail phase. It is assumed that a list of related projects and plans with their current status (or status at the time of the NOP) has already been prepared and approved by Caltrans.

Deliverables

- Draft and Final Cumulative Impact Analysis Report (5 hard copies and PDF format)

5.8 Noise Study and Noise Abatement Decision

LSA will participate in a total of up to four (1 hour) meetings via teleconference (i.e., phone calls), if necessary. LSA will provide assistance to the Environmental Document preparer including response to comments for up to 8 hours. Lastly, LSA will also participate in one public meeting for up to 4 hours.

Noise Study Report (NSR)

LSA understands that the NSR are presumed to be partially completed. LSA will update the draft NSR consistent with the Caltrans Traffic Noise Analysis Protocol (April 2020) and Technical Noise Supplement (TeNS) to address traffic noise impacts on land uses located adjacent to the proposed project, such as existing and approved future residential areas. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. During the field reconnaissance, the location of receptors, existing walls, and other pertinent details will be documented. A discussion of any existing sensitive uses and approved future residences in the project vicinity will be included.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and local noise ordinance specifications.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise levels will be incorporated from the previous NSR. The future traffic conditions will assume the worst-case traffic condition of LOS C operations.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

LSA has budgeted 8 hours for responding to comments generated during review of the NSR.

Noise Abatement Decision Report (NADR)

For the feasible noise barriers identified in the NSR, LSA will prepare the NADR, as defined in the Caltrans Traffic Noise Analysis Protocol (April 2020), upon receipt of the estimated noise barrier construction cost and non-acoustical information related to feasibility from the project engineer. The report will summarize the preliminary reasonableness determination from the noise study, present the engineer's cost estimate for the evaluated abatement, evaluate the non-acoustical factors related to feasibility, provide preliminary noise abatement decision, and identify secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). LSA will prepare the NADR consistent with the District report guidelines with the best information available.

LSA has budgeted 8 hours for responding to comments generated during review of the NADR.

Deliverables

- Revised Draft and Final NSR (5 hard copies and PDF format)
- Draft and Final NADR (5 hard copies and PDF format)

5.9 Initial Site Assessment (Hazardous Waste/Materials)

WRECO will update the Draft ISA Report that is currently under Caltrans review. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements. WRECO will ensure the previous draft is updated to reflect any design changes proposed by the Project Team, including any new alternatives being considered (up to 2 additional alternatives). The results of the updated database search will be summarized and if needed, the existing or potential RECs at the project area will be updated. WRECO will also update the Draft-Final ISA Report based on comments received from Caltrans. There are potential existing Recognized Environmental Conditions (REC) at the Project area, and WRECO will update any specific sampling recommendations at the project area in the ISA Report. This additional field sampling would be performed as part of a Preliminary Site Investigation (PSI) to confirm the presence or absence of suspected RECs. Once final comments are received, they will be included in the Final ISA Report.

It is assumed access is available to the project area at no cost. Soil sampling and testing will not be performed as part of the ISA scope of work. A PSI will be recommended in the ISA Report if necessary. The actual scope of the PSI field work will depend on the findings and recommendations of the ISA. There will be one round of comments for revision of the Draft-Final ISA Report, and all comments will be compiled and provided at one time to WRECO.

Deliverables

- Revised Draft and Final Initial Site Assessment Report (5 hard copies and PDF format)

5.10 Extended Phase I/Phase II and Historic Property Survey

SCWA understands that the extended Phase I/Phase II (XPI) work plan has been approved and assumes no further revisions are needed and a draft of the XPI and Historic Properties Survey Report (HPSR) are presumed to be partially completed. SWCA assume that the XPI and HPSR first draft are in a near complete status and that minimal addition or editing is required before submitting to Caltrans District 5 for review. Further SCWA assume that scoping was still restricted to the Highway

1 corridor for the XPI and HPSR but that this addition is restricted to a single built environment resource and that no additional archaeological survey or visits to archaeological resources is required.

SWCA's role in completing the cultural resources for the revised proposed project (i.e., as revised with the addition of Segment 12 of the Coastal Rail Trail alternative) is therefore a focused effort concentrating on the following tasks:

- Review the first drafts of the XPI and HPSR; and prepare for submittal to Caltrans District 5.
- Delineate a revised architectural APE, in accordance with Attachment 3 of the PA, to reflect the addition of the Santa Cruz Branch Line rail corridor. The revised APE will encompass railroad-related historic-period resources or other historic-period built-environment resources identified in the field survey as being either within or immediately adjacent to the railroad corridor
- Prepare revised second drafts of the XPI and HPSR following review by Caltrans District 5.
- Prepare final XPI and HPSR that addresses Caltrans comments on the revised second draft.

Deliverables

- Second Draft and Final XPI Report (5 hard copies and PDF format)
- Second Draft and Final HPSR (5 hard copies and PDF format)

5.11 Historic Resources Evaluation

SCWA understands that the second draft of the Historical Resources Evaluation Report (HRER) is partly completed, it is assumed that Caltrans District 5 has already conducted one review of the report and noted any revisions required at the time of that review, when scoping was still restricted to the SR 1 corridor. It is also assumed that the built-environment resources within the architectural Area of Potential Effects (APE) current at that same time will not need to be revisited, as the architectural studies were very recently completed and have also been reviewed by Caltrans District 5.

SWCA's role in completing the HRER for the revised proposed project (i.e., as revised with the addition of Segment 12 of the Coastal Rail Trail alternative) is therefore a focused effort concentrating on the following tasks:

- Review the first draft of the HRER, Caltrans District 5 comments on the first draft, and the current incomplete second draft of the HRER.
- Carry out a field survey of the Santa Cruz Branch Line rail corridor. The limits of the rail corridor survey are those depicted on the mapping of the Proposed Rail Trail Improvements within Existing Rail Road Right of Way. The survey will identify historic-period built-environment resources (i.e., resources constructed in 1975 or earlier) that cannot be exempted under Attachment 4 of the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Office of Historic Preservation and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Implementation of the Federal-Aid Highway Program in California (the PA) and therefore require formal evaluation under the PA. The date 1975 has been selected to accommodate a period of fifty years prior to the anticipated 2022 RTL date, plus a buffer of three years for construction.
- Delineate a revised architectural APE, in accordance with Attachment 3 of the PA, to reflect the addition of the Santa Cruz Branch Line rail corridor. The revised APE will encompass railroad-related historic-period resources or other historic-period built-environment resources

identified in the field survey as being either within or immediately adjacent to the railroad corridor.

- Conduct research, as needed, to provide both resource-specific information and supplementary historic context for the HRER. This research will account for resources within the revised architectural APE and, if needed, address other related research comments provided by Caltrans. The research provides the basis for evaluating the potential significance of the additional resources identified in the revised APE. Due to Covid 19 access restrictions, this additional research will make full use of online and other readily available sources to the extent possible. Additional in-person research, if required, would be coordinated with the survey fieldwork (Task 2) to minimize costs.
- Prepare revised second draft of the HRER to include additions to historic context; methodology; discussions and evaluations of additional properties (including recordation on Department of Parks and Recreation [DPR] 523 series forms); and bibliographic references; as well as any necessary revisions to tables, findings, and conclusions.
- Prepare final HRER that addresses Caltrans comments on the revised second draft

Deliverables

- Second Draft and Final HRER (5 hard copies and PDF format)

5.12 Natural Environmental Study and Biological Assessment

SWCA understands the Aquatic Resources Delineation Report and the Santa Cruz Long-toed Salamander Habitat Assessment are approved and assumes no further work is needed to revise these technical studies with the addition of Segment 12 of the Coastal Rail Trail alternative.

SWCA understands that the Draft Natural Environment Study (NES) and Draft Biological Assessment is completed and is currently under review by Caltrans staff. As part of the previous consultant team, SWCA provided guidance to the authors of the NES but SWCA did not contribute narrative to the document or review it prior to submittal to Caltrans. Being familiar with the project study area from our past work on the Tier I study and our work completing the wetland delineation and oak tree survey, SWCA feels qualified to address comments or revisions required by Caltrans as part of their review of the NES and BA. SWCA's role in completing the NES and BA are focused on the following tasks:

- Review of the Draft NES and BA for consistency and address any Caltrans District 5 comments or revisions.
- One field visit for the purposes of addressing any comments from District 5, verify results included in the NES and BA (e.g., mapping), or address any new study areas that may have not been previously included.
- Prepare a Revised Draft NES and BA for Caltrans review and approval. The Revised Draft would include any modifications to the document that may result from new information, recalculations or other modifications that may result from the updated design provided by Mark Thomas. The Revised Draft NES and BA would also include updates species tables as needed.
- Address comments/revisions of second Draft NES and BA and finalize document, including completion of QA/QC forms.
- If needed, SWCA will coordinate with Mark Thomas in the preparation of a dewatering and diversion plan which will be included as an appendix to the NES and BA.

Deliverables

- Revised Draft and Final NES Report (5 hard copies and PDF format)
- Revised Draft and Final BA (5 hard copies and PDF format)

Task 6 Environmental Document**6.1 Draft EIR/EA**

The EIR/EA will be prepared by ICF using a Caltrans-approved annotated outline for an EIR/EA. To reduce iterations of the document, ICF will conduct a revision workshop with RTC and/or Caltrans, if needed, to facilitate completion of the document.

ICF will prepare a 1st Administrative Draft EIR/EA which will be submitted along with an External QC Certification, and ED Review Checklist, and forward to RTC first and then to Caltrans environmental staff for review. Following this review, a 2nd Administrative Draft EIR/EA will be prepared along with the Comment/Response matrix. A 3rd Administrative Draft EIR/EA will be prepared for review by Caltrans Fresno staff, this draft will be compliant with Section 508 of the federal Rehabilitation Act of 1973.

A Screencheck Draft EIR/EA with Comment/Response matrix will be prepared. Following this review the document will be revised and the Final Draft EIR/EA will be prepared along with the Comment/Response matrix, External QC Certification, and ED Review Checklist, and forwarded to RTC and Caltrans for their final concurrence and approval. It is assumed that only minor comments will be received on the Screencheck Draft EIR/EA and that those revisions would be made and the Final Draft EIR/EA would be approved by RTC and Caltrans for public availability with no further comment. To reduce iterations of the document ICF will conduct a revision workshop with RTC and Caltrans to facilitate completion of the document following the review of the 2nd Administrative Draft and the second NEPA QC review, if comments still remain after either of these reviews.

An administrative record will be prepared for all sources and references used in the document. The following submittals are assumed.

Deliverables

- 1st Administrative Draft EIR/EA (electronic copy to RTC)
- 2nd Administrative Draft EIR/EA (electronic copy each to RTC and Caltrans)
- 3rd Administrative Draft EIR/EA (electronic copy each to RTC and Caltrans Fresno Office)
- Screencheck Draft EIR/EA (1 electronic copy each to RTC and Caltrans)
- Final Draft EIR/EA for RTC and Caltrans approval (10 hard copies and electronic copy each to RTC and Caltrans)
- Environmental Document Checklist and External QC Form (electronic copy to Caltrans)
- Admin Record (pdf files)
- 10 additional hard copies and one electronic (pdf) final Draft EIR/EA for public circulation and website postings

6.2 Public Circulation of Draft EIR/EA

ICF will utilize the mailing list prepared for the NOP and add any persons/agencies that commented on the NOP to the mailing list for the Draft EIR/EA public circulation. ICF will prepare a Notice of Availability (NOA) of the Draft EIR/EA in accordance with Caltrans requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the Santa Cruz County Clerk's office, and for distribution. This notice could also serve as a notice of the public meeting. A draft notice will be provided to the RTC and Caltrans for review and approval. Hardcopies of the document and NOA will be provided to the availability locations (RTC, Caltrans and 2 libraries), NOA will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA will be provided to property owners and residences/businesses within 500 feet of the proposed project. It is assumed RTC will mail the NOA to the property owners and residences/businesses. A Draft State Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared and submitted to the RTC and Caltrans for review. The final form, NOA along with 15 copies of the summary of the Draft EIR/EA, will be submitted by ICF to the State Clearinghouse.

Deliverables

- Draft NOA for review (assumed to be transmitted electronically with no hard copies)
- Final NOA (assumed to be transmitted electronically with no hard copies))
- Electronic copy of the Draft EIR/EA for website
- Draft and Final Notice of Completion & Environmental Document Transmittal

6.3 Responses to Comments on the Draft EIR/EA

At the close of the public comment period for the Draft EIR/EA, ICF will review and respond to all comments received. ICF will assemble and organize the comment letters received for distribution to members of the project team for review and response. The public comments and responses to those comments will be included in the Final EIR/EA as a separate chapter. It assumed for the purposes of the cost proposal that not more than 40 individual comments will be received and that comments will not require additional research or technical analysis, and that no comments requiring legal review or requiring new analyses or comments from lawyers will be received. Form letters/repeated comments will be consolidated and responded to together. The comments will be responded to and incorporated directly into the Final EIR/EA. For each comment, ICF will identify the appropriate respondent and disseminate the comments to the team for preparation of responses. If comments remain after the revised draft Responses to Comments, then a revision workshop will be held to address any remaining comments.

Deliverables

- Admin Draft #1 Responses to Comments (PDF format)
- Admin Draft #2 Responses to Comments (PDF format)

6.4 Final EIR/EA

Upon approval of the responses to comments by RTC and Caltrans, ICF will prepare the 1st Administrative Draft Final EIR/EA to respond to the comments, to document the circulation period and coordination, and if any changes to the project have occurred. Also, included will be a Draft Finding of No Significant Impact (FONSI). The QA/QC form and checklist are assumed to be included

with each submittal. Following the incorporation of one set of comments from RTC, the revised 2nd Administrative Draft Final EIR/EA will be submitted to Caltrans. A 3rd Administrative Final EIR/EA will be prepared for review by Caltrans Fresno staff, this draft will be compliant with Section 508 of the federal Rehabilitation Act of 1973. A Screencheck Draft Final EIR/EA/FONSI with comment matrix will be prepared and submitted to RTC and Caltrans for concurrence and for conducting the NEPA QC review. Following the Caltrans NEPA QC review the Final EIR/EA/FONSI will be prepared and submitted to RTC and Caltrans for review. It is assumed that no additional comments will be received. Documentation of compliance with Section 4(f) will be included in the Final EIR/EA. The final resolution of compliance with the Federal Endangered Species Act will be completed at this time and incorporated into the Final Environmental Document.

An Environmental Commitment Record (ECR) will be provided in table format. It is assumed that the ECR will be reviewed as part of the environmental document. The matrix table will include a description of each avoidance, minimization, and mitigation measure from the environmental document and technical studies, organized by topic and numbered to correspond with the impacts. For each measure, the Reporting Process, Timing of Measure, Responsible Party, and Verification of Compliance will be identified.

Deliverables

- 1st Administrative Draft Final EIR/EA (electronic copy to RTC)
- 2nd Administrative Draft Final EIR/EA (1 electronic copy each to RTC and Caltrans)
- 3rd Administrative Draft Final EIR/EA (1 electronic copy each to RTC and Caltrans Fresno Office)
- Screencheck Draft Final EIR/EA (1 electronic copy each to RTC and Caltrans)
- Final EIR/EA for RTC and Caltrans approval (Electronic copy each to RTC and Caltrans)
- Environmental Commitments Record
- Admin Record

6.5 CEQA Notice of Determination and NEPA Finding of No Significant Impact

ICF prepare the Notice of Determination (NOD) in compliance with CEQA and Finding of No Significant Impact (FONSI) under NEPA. If needed, a Statement of Overriding Considerations (SOC) and Findings of Fact will also be prepared for review and approval. ICF will prepare a Draft FONSI for completion and approval by Caltrans Department Authority (per NEPA Assignment). It is assumed that ICF will file the NOD and FONSI with the Office of Planning and Research (OPR). It is assumed that RTC will file the NOD with the Santa Cruz County Clerk. This notice starts a statute of limitations period under CEQA. Along with the NOD a California Department of Fish and Wildlife (CDFW) filing fee would also be filed. The CDFW filing fee will be provided by Caltrans.

Deliverables

- Draft and Final NOD and FONSI (all transmittals assumed to be done electronically)
- Draft and Final SOC and Findings of Fact

6.6 Public Meetings

AIM will provide strategic advice and counsel, review project materials and reports, and monitor team communications. In addition, AIM will attend a project kick-off meeting and other PDT meetings by phone or conference call as needed.

Stakeholder Database

AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. AIM will work with RTC and the project team to further identify key stakeholders.

Virtual Community Meetings/Workshops

The Mark Thomas team understands that the scoping meeting for the project has already taken place. AIM, in coordination with RTC and the project team, will plan and facilitate up to three (3) additional virtual community meetings/workshops as part of the public outreach process. The meetings/workshops will be held online through a web-based application (such as Zoom), where attendees will have the opportunity to learn about and discuss the project with RTC representatives and project team members.

AIM will work with RTC and the project team to coordinate each virtual meeting/workshop's date, time, format and agenda. AIM will develop meeting/workshop materials such as the facilitation plan, agenda, presentation, and other informational materials. AIM can develop all meeting materials in English and Spanish as needed. English and Spanish-speaking AIM staff will attend each meeting/workshop. Following the meeting/workshop, AIM will develop a summary of findings that will include all feedback received.

Awareness and Education

AIM will support RTC to develop and implement an awareness plan for each virtual community meeting/workshop. The awareness plan may include, but is not limited to: email blasts to interested community members, personal calls and emails to key stakeholders and community-based organizations, a media release, flyers and posters which can be posted at key activity centers, social media content, and project webpage content.

Informational Project Videos

AIM will produce, film and edit up to two (2) informational project videos as part of the public outreach process. These videos may include interviews with local elected officials or project team members, animated infographics, or video clips of the project area.

AIM will develop scripts, talking points, storyboards and graphics for RTC to review prior to initiating video production. The informational videos will be available in English and Spanish.

One virtual public meeting is assumed during the public review of the Draft EIR/EA. It is assumed that the format of the public meeting will follow the open house format. Two ICF Staff will attend one (1) public meeting. ICF will assist AIM with preparing materials related to environmental impacts. ICF staff will be available to present on environmental resource topics as needed.

Deliverables

- Virtual meeting/workshop materials
- Informational project videos

Task 7 Project Report**7.1 Cost Estimates**

Mark Thomas will prepare quantities and unit costs for the build alternative and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on the current Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs.

Deliverables

- Draft and Final 11 Page Cost Estimate (PDF format)

7.2 Project Report

Mark Thomas will prepare the Draft and Final Project Report (PR) for distribution, review and approval by RTC, Caltrans, and selected PDT members.

Concurrent with environmental document submittals, we will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest guidelines and format style will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.

The report will be prepared and approved in two versions: The Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Each version of the above reports will be submitted in Draft Form (full District circulation), Draft Final (limited, management review) and Final Form (District circulation copies), for a total of six submittals.

Deliverables

- Admin Draft, Draft and Final Draft Project Report (5 hard copies and PDF format)
- Admin Draft, Draft and Final Project Report (5 hard copies and PDF format)



