

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Update on the Yolo Active Transportation Corridors (YATC) Project	Agenda Item#: Agenda Type:	7
		Informational
Prepared By: B. Lomeli and B. Abbanat		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
		Meeting Date: September 11, 2023

RECOMMENDATION:

Informational. Receive an update on the Yolo Active Transportation Corridors (YATC) Project.

BACKGROUND:

The Yolo Active Transportation Corridors (YATC) Project will develop an active transportation plan for a network of multiuse trails that will help to address barriers to mobility for low-income and minority residents of Yolo County. This planning project will build upon YoloTD’s recent efforts to explore how public interest design of transportation services can be used to address the needs of the region’s most isolated and disadvantaged areas.

YATC was awarded \$1.2 million in federal funds from the Rebuilding Americans Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

YATC will accomplish two objectives:

- Establish a long-term vision and planning document for active transportation corridors in Yolo County.
- Establish priorities and complete construction documents for at least one (1) and up to three (3) corridors, thereby positioning the project(s) for discretionary grant funding.

In spring 2022, staff conducted a series of early outreach meetings to solicit direct feedback from local agency stakeholders and four focus group discussions with interests organized into the following categories: (1) Bicycling advocates, (2) sustainability interests, (3) business interests, and (4) social services organizations. The purpose of this initial outreach was to raise project awareness, solicit preliminary project feedback, and identify any scope of work changes that should be considered prior to selecting a consulting firm.

With the assistance of our partner agencies, YoloTD selected a team led by Fehr and Peers for the YATC project. The scope of work addresses the initial planning and outreach phase of the YATC project, comprised of Tasks 1 (Project Management), 2 (Existing Conditions Assessment), 3 (Public Outreach & Community Engagement), and 4 (Plan Preparation) identified in the RAISE grant application. A subsequent scope of work for the design, engineering, and environmental phase of the YATC project will be prepared once additional information is available regarding the priority corridors identified during the YATC planning process.

After months of FHWA contracting delays, YoloTD staff and consulting team led by Fehr & Peers held a kick-off meeting on August 8, 2023. Attendees reviewed and confirmed the following:

- Scope of work, key project deliverables, and project schedule

- Members of the Technical Advisory Committee (TAC) and the Steering Committee (SC)
- Key project outcomes
- Preferred communication protocols
- Establishing bi-weekly project coordination meetings

Current activities include

- Development of project logo and style guide
- Development of community outreach plan
- Identification of locations for bike/ped data collection
- Establishment of origin/destination zones for travel behavior data

Staff anticipate conducting preliminary outreach in fall 2023 with a significant outreach push expected starting in January.

BUDGET IMPACT:

The consulting agreement is split into two phases, (1) Planning & Outreach, and (2) Design & Engineering. In November 2022 the YoloTD Board authorized staff to execute an agreement with Fehr & Peers for Phase 1 for \$560,000. Consultant costs are fully funded by the RAISE grant with staff time an in-kind local match contribution.

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

Fehr & Peers (“CONSULTANT”)

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Fehr & Peers

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Greg Behrens

The name of the "LOCAL AGENCY" is as follows:

Yolo County Transportation District (YCTD)

The Contract Administrator for LOCAL AGENCY will be Brian Abbanat

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated July 7, 2023. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 2) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. 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 shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, 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 LOCAL AGENCY 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 LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT 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 LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services
CONSULTANT will perform the tasks in accordance with the Scope of Services attached hereto as Attachment 1.
- B. Right of Way
Not Applicable to this AGREEMENT.
- C. Surveys
Not Applicable to this AGREEMENT.
- D. Subsurface Investigations
Not Applicable to this AGREEMENT.
- E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in Attachment 1 of the AGREEMENT.
- F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by

CONSULTANT for meetings, subsequent to the initial meeting are included in the fee.

- G. Checking Shop Drawings
Not Applicable to this AGREEMENT.
- H. CONSULTANT Services During Construction
Not Applicable to this AGREEMENT.
- I. Documentation and Schedules
CONSULTANT will document the results of the work in accordance with the deliverables identified in the Scope of Services attached hereto as Attachment 1 and the Project Schedule attached hereto as Attachment 3.
- J. Deliverables and Number of Copies
CONSULTANT will furnish 10 hard copies of the Final YATC Plan report for submittal to LOCAL AGENCY.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on July 10, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on June 30, 2025, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT'S agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$49,034. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Brian Abbanat
Yolo County Transportation District
350 Industrial Way, Woodland, CA 95776
- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$559,706.58.
- J. 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.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this

AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The 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 the 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 the CONSULTANT to LOCAL AGENCY.
- 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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT

audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator 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 AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal 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 AGREEMENT terms and cause for termination of the AGREEMENT 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, LOCAL AGENCY 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 (3) 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 LOCAL AGENCY 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 LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY 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 LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants 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 the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

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.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to 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.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to 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 subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT 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 this AGREEMENT, including any subsequent amendments.
- B. 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 Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT 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 LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY 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.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. 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 LOCAL AGENCY 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 LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, 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. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL

AGENCY Contract Administrator by both email and regular mail on 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 LOCAL AGENCY 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 LOCAL AGENCY 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. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, 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 LOCAL AGENCY 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.
- E. 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 LOCAL AGENCY Contract Administrator.
- F. 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 LOCAL AGENCY 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 AGREEMENT 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 AGREEMENT.
 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 AGREEMENT 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, LOCAL AGENCY 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 LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT 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 LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT 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.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement 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 AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal 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 Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- 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 Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and 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.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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 Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, 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.

- H. 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.
- I. 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 LOCAL AGENCY 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.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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 LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), 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 LOCAL AGENCY 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 at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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.
- 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 AGREEMENT is 11%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT 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; and/or
- (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 LOCAL AGENCY'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 LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for 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.

The LOCAL AGENCY 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 LOCAL AGENCY'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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY 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
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 LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY 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. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. 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. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar 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 AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) 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, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY 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 CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT and results of the services to be rendered by CONSULTANT under this AGREEMENT ("Work Product") shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined

by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the Work Product 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 LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Notwithstanding any provision to the contrary, CONSULTANT's subconsultant University of California at Davis ("UC Davis") shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing its services as CONSULTANT's subconsultant under this AGREEMENT. Also, notwithstanding any provision to the contrary, intellectual property owned or created by any third party other than CONSULTANT, CONSULTANT's subconsultants, or LOCAL AGENCY ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or CONSULTANT's subconsultants prior to or independently of any of its performance of this AGREEMENT ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of LOCAL AGENCY or works made for hire under this AGREEMENT. CONSULTANT shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT grants LOCAL AGENCY an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, and derive from perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for LOCAL AGENCY to utilize and enjoy CONSULTANT's services and the Work Product for their intended purposes.
- D. 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 LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- F. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA 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.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'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 LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, 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 AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- 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 AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §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.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by LOCAL AGENCY. 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 AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY 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 LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY 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 LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) 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. 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.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Fehr & Peers
Greg Behrens, Project Manager
555 Capitol Mall, Suite 510
Sacramento, CA 95814

LOCAL AGENCY:

Yolo County Transportation District
Brian Abbanat, Contract Administrator
350 Industrial Way
Woodland, CA 95776

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT 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 AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

Yolo County Transportation District



Autumn Bernstein

Date: July 10, 2023

Fehr & Peers


Ron Milam (Jul 7, 2023 13:11 PDT)

Ronald T. Milam

Date: Jul 7, 2023

ATTACHMENT 1

Scope of Services

Memorandum

Date: July 7, 2023
To: Brian Abbanat, YCTD
From: Greg Behrens and Adrian Engel, Fehr & Peers
Subject: **Yolo Active Transportation Corridors Plan – Scope of Work**

SA22-0164

The purpose of this memorandum is to present the scope of work prepared by Fehr & Peers for the Yolo Active Transportation Corridors (YATC) Plan for review by Yolo County Transportation District (YCTD) staff and partner agencies who comprise the YATC Technical Advisory Committee (TAC). This scope of work was prepared based on the YATC Request for Qualifications (RFQ), the YATC RAISE grant application, and subsequent discussions between Fehr & Peers and YCTD staff.

Per our discussions, this scope of work addresses the initial planning and outreach phase of the YATC project, comprised of Tasks 1 (Project Management), 2 (Existing Conditions Assessment), 3 (Public Outreach & Community Engagement), and 4 (Plan Preparation) identified in the RAISE grant application. A subsequent scope of work for the design, engineering, and environmental phase of the YATC project will be prepared once additional information is available regarding the priority corridors identified during the YATC planning process.



Scope of Work

Task 1. Project Management

Task 1.1. Project Kick-Off Meeting

The Fehr & Peers team will attend a project kick-off meeting with YCTD staff within one week of receiving notice to proceed. The project kick-off meeting will serve to solidify the project schedule, communication protocols, and roles and responsibilities. Prior to the kick-off meeting, Fehr & Peers will coordinate with the YCTD project manager to confirm the list of attendees. Additionally, Fehr & Peers will prepare and distribute a meeting agenda.

At the kick-off meeting, attendees will review and confirm the following:

- Scope of work, key project deliverables, and project schedule
- Members of the Technical Advisory Committee (TAC) and the Steering Committee (SC)
- Key project outcomes
- Preferred communication protocols
- Day and time for the bi-weekly project coordination meetings described in Task 1.2

Following the meeting, Fehr & Peers will prepare and distribute meeting minutes.

Task 1.2. Project Coordination Meetings

The Fehr & Peers team will attend bi-weekly (every other week) virtual project coordination meetings with YCTD staff to discuss progress, schedule, issues, and/or other items that need attention and direction. Fehr & Peers will coordinate with the YCTD project manager to determine a desirable regular day and time for the project coordination meetings. Fehr & Peers will prepare an agenda and minutes for every project coordination meeting and distribute these items to meeting attendees.

Fehr & Peers will attend every bi-weekly project coordination over the 12-month duration of the project (for a total of 26 meetings). UC Davis CRC will attend up to 12 project coordination meetings, and Place It! and Zander Design will attend up to 6 project coordination meetings each.



Task 1.3. Monthly Invoicing

The Fehr & Peers team will prepare monthly invoices and progress report notes describing the work accomplished during the invoice period. Fehr & Peers will submit invoices and progress report notes encompassing all consultant team member activities to YCTD on a monthly basis.

Deliverables

- Kick-off meeting agenda and minutes
- Project coordination meeting agenda and minutes
- Monthly invoices and progress report notes



Task 2. Existing Conditions Assessment

Task 2.1. State, Regional, and Local Agency Plan/Policy Review

Fehr & Peers will review the following state, regional, and local agency planning and policy documents related to active transportation in Yolo County:

- California Transportation Plan 2040
- Toward and Active California: State Bicycle and Pedestrian Plan
- Caltrans District 3 Active Transportation Plan
- I-80 Comprehensive Multimodal Corridor Plan
- SACOG 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS)
- SACOG Sacramento Region Parks and Trails Strategic Development Plan
- SACOG Next Generation Transit Strategy
- Great Delta California Delta Trail Blueprint Report for Contra Costa and Solano Counties
- Davis-Woodland Alternative Transportation Corridor Feasibility Study
- County of Yolo Bicycle Transportation Plan
- Yolo County Improvement Standards
- YCTD Comprehensive Operational Analysis (COA) Assessment Study
- Cache Creek Area Plan
- Cache Creek Parkway Plan
- County of Yolo 2030 Countywide General Plan
- Yolo County Strategic Plan
- Town of Esparto Community Plan
- Capay Valley Area Community Plan
- Clarksburg Community Plan
- Town of Dunnigan Community Plan
- Comprehensive Community Plan for the Town of Knights Landing
- Yolo County Community Health Needs Assessment 2022-2024
- Dignity Health Woodland Memorial Hospital Community Health Needs Assessment 2022
- Sutter Davis Hospital Community Health Needs Assessment 2019
- City of Davis Transportation Implementation Plan
- City of Davis Street Design Standards
- City of Davis Beyond Platinum Bicycle Action Plan
- City of Davis Local Roadway Safety Plan



- City of Davis General Plan
- City of West Sacramento Mobility Action Plan
- City of West Sacramento Bicycle, Pedestrian, and Trails Master Plan
- City of West Sacramento Street Design Standards
- City of West Sacramento General Plan
- City of Winters Transportation Improvements Standards
- City of Winters Bikeway System Master Plan
- City of Winters Grant Avenue/SR 128/Russell Boulevard Complete Streets Concept Plan
- City of Winters General Plan
- City of Woodland Transportation System Design Standards
- City of Woodland Bicycle Transportation Plan
- City of Woodland General Plan
- UC Davis Institute of Transportation Studies Campus Travel Survey
- UC Davis Bicycle & Transit Network Study
- UC Davis Long Range Development Plan

Additionally, Fehr & Peers is familiar with national and state best practices in active transportation planning and complete streets design and will incorporate appropriate best practices into the YATC Plan.

Task 2.2. Data Collection

Fehr & Peers will use a variety of both proprietary and publicly available datasets to better understand existing active transportation facilities, potential barriers to bicycling or walking, and existing and potential future (latent) demand for bicycling and walking in Yolo County. Fehr & Peers will collect the following data regarding existing land use patterns, socioeconomic factors, travel patterns, and active transportation system characteristics within Yolo County:

- Roadway data: Fehr & Peers will identify the following characteristics of major roadways on roadways within unincorporated Yolo County:
 - Functional classification
 - Number of travel lanes
 - Posted speed limits
 - Average daily traffic (ADT) volumes (as available from preexisting traffic counts)
 - Intersection controls
 - Major agricultural/truck routes



- Bicycle infrastructure data: Type (Class I through Class IV) and location of existing bikeways in unincorporated Yolo County.
- Pedestrian infrastructure data: Location of existing sidewalks and marked crosswalks in unincorporated Yolo County.
- Collision data: Using UC Berkeley's Safe Transportation Research & Education Center (SafeTREC) Transportation Injury Mapping System (TIMS) data, Fehr & Peers will identify the locations and characteristics of collisions involving bicyclists or pedestrians that have occurred in unincorporated Yolo County within the last five years.
- Socioeconomic data: Fehr & Peers will compile US Census Bureau data including population, employment, age, race, and gender. Fehr & Peers will additionally compile equity-related data including CalEnviroScreen (including SB 535 disadvantaged communities), minority communities, low-income communities, Healthy Places Index, share of students utilizing free and reduced-price meal programs at each school, and zero-automobile households.
- Land use data: Fehr & Peers will collaborate with TAC member agency staff to identify existing and future land use patterns including locations of activity centers such as multifamily housing, employment centers, schools, parks, senior facilities, and retail destinations.
- Transit data: Fehr & Peers will identify existing transit services and facilities (e.g., bus stops and rail stations).
- Mode share data: Fehr & Peers will utilize US Census Bureau Journey to Work data and data from the UC Davis Institute of Transportation Studies Campus Travel Survey to identify existing commute mode share for Yolo County residents and UC Davis campus affiliates, respectively. Additionally, Fehr & Peers will review available mode share information for Yolo County residents from the latest versions of the California Household Travel Survey and the SACOG Regional Household Travel Survey.
- Bicycle parking data: Fehr & Peers will summarize information about the locations of bicycle storage facilities (e.g., racks, lockers, etc.), at schools, parks, and government facilities within unincorporated Yolo County.
- Origin-destination travel patterns: Fehr & Peers will acquire historic (since 2018) origin-destination data from a mobile device big data vendor (e.g., StreetLight Data) for vehicle trips that begin or end within Yolo County. The origin-destination dataset will be disaggregated to the community- or neighborhood-level to identify travel patterns between and within Yolo County communities (e.g., Esparto to/from Capay). The primary purpose of this dataset will be to identify common origin-destination pairs, particularly those with trips lengths of three miles or less, that could reasonably be fulfilled through bicycling or walking.
- Commute patterns: Fehr & Peers will utilize US Census Bureau Longitudinal Employer-Household Dynamics (LEHD) and the LEHD Origin and Destination Employment Statistics



- (LODES) data to understand commute-specific travel patterns for residents of Yolo County. While this data is free and easy to use, it does have limitations. For example, farmworkers' employment addresses will typically be listed as the business office of the farm owner rather than the fields they commute to on a daily basis.
- Active transportation suitability: Fehr & Peers has developed a data layer for the entire United States that uses various socioeconomic data to estimate the suitability for local populations to use active transportation if adequate infrastructure was provided. Fehr & Peers will utilize this tool to identify barriers and opportunities for active transportation use in Yolo County.
 - Traffic counts: Fehr & Peers will collect daily bicycle and pedestrian traffic counts at up to 15 locations. The counts will be conducted on one typical weekday and one typical weekend day (two days total). The traffic count locations will be determined in consultation with YCTD staff and the TAC.
 - Field Data Collection: Fehr & Peers has budgeted 48 hours of professional staff time to conduct targeted field investigations to observe and document area-specific active transportation infrastructure and travel behavior (i.e., to close critical gaps in the data/information listed above).

Following the project kick-off meeting, Fehr & Peers will prepare and distribute a Request for Information (RFI) to the TAC. The RFI will include relevant data and information listed above that may already be available from TAC member agencies.

Task 2.3. Existing Conditions Analysis

The Fehr & Peers team will use the data collected in Task 2.2 to prepare the following:

- Existing and planned active transportation facilities: Fehr & Peers will prepare exhibits that illustrate the locations and types of existing and planned bicycle and pedestrian facilities within unincorporated Yolo County. Facilities of countywide significance located within incorporated areas and adjoining cities/counties will also be included.
- Collision analysis: Fehr & Peers will analyze and map collisions involving bicyclists and pedestrians that occurred within unincorporated Yolo County over the past five years, including hot spots and primary collision factors.
- Bikeway and sidewalk gap analysis: Fehr & Peers will analyze and map where there are gaps in the sidewalk network, missing crosswalks or curb ramps, and missing links in the bicycle network within unincorporated Yolo County. This analysis will focus on portions of the unincorporated Yolo County transportation network that accommodate bicycle and pedestrian travel demand (e.g., portions of county roads near bicycle/pedestrian trip generators, transit stops, etc.). This analysis will also consider connections to bicycle and pedestrian networks within incorporated Yolo County communities and in the adjoining cities/counties.



- Level of Traffic Stress analysis: Fehr & Peers will use its StreetScore+ tool to conduct a Level of Traffic Stress (LTS) analysis to identify the comfort level of walking or biking on the unincorporated Yolo County transportation system. Locations where it is uncomfortable to walk or bike serve as barriers to walking and biking, making it less likely that people in the County will walk or bike to meet their transportation needs. This work will inform our guidance on bikeway selection.
- Community equity analysis: Fehr & Peers will analyze and map neighborhoods, including disadvantaged, low-income, and minority communities within unincorporated and incorporated Yolo County communities, that may be underserved by bicycle and pedestrian infrastructure or which may experience a disproportionate share of collisions involving bicyclists and pedestrians.
- Connectivity analysis: An analysis of connectivity for major local activity centers (e.g., schools, parks, shopping centers, etc.), including walkshed and bikeshed analysis for up to 10 locations in unincorporated Yolo County to be determined in consultation with YCTD staff and the TAC. This analysis can be used in conjunction with the gap analysis to identify opportunities to increase the number of residents who are able to walk or bike to and from these destinations.
- Intermodal connections analysis: Fehr & Peers will analyze and map connectivity around major transit stops/stations within unincorporated Yolo County. Accessibility to bus stops will be analyzed using the BetterBusBuffers methodology which combines typical network analysis with General Transit Feed Specification (GTFS) data on frequency. Based on YCTD staff input, Fehr & Peers will inventory stop accessibility and support infrastructure at the 10 highest ridership (or otherwise most critical) bus stops.
- Origin-destination and commute pattern analysis: Fehr & Peers will utilize the mobile device origin-destination data and commute pattern data to analyze travel and commute patterns within Yolo County. This will include an analysis of major origin-destination pairs for internal and external trips as well as commute pattern trends since 2002.
- Existing and future bicycle and walking travel demand analysis: Fehr & Peers will estimate existing and future active transportation demand at up to 15 locations within unincorporated Yolo County using the data collected in Task 2.2. The existing and future demand estimates will be developed in a way that allows them to be used at the community level and at the project level for Caltrans ATP grant applications.
- User needs assessment: Fehr & Peers will overlay the technical analyses described above with public and stakeholder input (as described in Task 3) to prepare a comprehensive assessment of where active transportation infrastructure improvements are most needed. Once complete, this assessment will be used to roll up all identified needs into a series of focus areas that will include targeted complete streets and trails corridors and spot improvement areas to be developed into projects in Task 4.



Task 2.4. Documentation

Fehr & Peers will prepare a report that summarizes the data collected and findings from the existing conditions analyses described in Tasks 2.1, 2.2, and 2.3. Fehr & Peers will prepare maps and tables to accompany the report.

Fehr & Peers will prepare a Draft Existing Conditions Report for review by YCTD and the TAC. Fehr & Peers will prepare a Final Existing Conditions Report following receipt of one set of consolidated comments from YCTD. An executive summary will be produced and translated into Spanish.

Deliverables

- Draft and Final Existing Conditions Report

Task 3. Public Outreach & Community Engagement

In addition to input from the general public and local decision makers, the YATC will consider input from a Technical Advisory Committee (TAC) comprised of local partner agencies and a Steering Committee (SC) comprised of stakeholders including those in the private, public, and non-profit sectors, the business community, agricultural interest groups, environmental interest groups, public health advocates and service providers, Tribal Governments and tribal communities, local schools and universities, and other community-based organizations (CBOs). The YATC public outreach process will place an emphasis on engaging disadvantaged and hard-to-reach communities throughout Yolo County.

Task 3.1. Public Outreach Plan

The Fehr & Peers team will prepare a comprehensive public outreach plan to guide stakeholder and community engagement activities throughout the duration of the YATC Plan development process. The public outreach plan will identify specific strategies and milestones to engage the TAC, the SC, decision makers, and the community at large.

The Fehr & Peers team will prepare a Draft Public Outreach Plan for review by YCTD staff and the TAC. The Draft Public Outreach Plan will include a contact list for members of the TAC, members of the SC, and other stakeholders. The Fehr & Peers team will update and maintain the contact list throughout the YATC development process. The Fehr & Peers team will prepare a Final Public Outreach Plan following receipt of one set of consolidated comments from YCTD.



Task 3.2. Project Style Guide

Fehr & Peers will prepare a Project Style Guide to establish a consistent visual identity for project-related materials. This will include a project logo, color palette, and typography. Fehr & Peers will focus on establishing an attractive and eye-catching visual identity options inspired by the identity of the local communities, the YATC project goals, and input from YCTD staff and the TAC.

Fehr & Peers will prepare a Draft Project Style Guide for review by YCTD staff, including the YCTD Communications & Marketing Specialist, and the TAC. The Draft Project Style Guide will include up to three visual identity options for selection by YCTD and the TAC. Fehr & Peers will prepare a Final Project Style Guide following receipt of one set of consolidated comments from YCTD.

Fehr & Peers will utilize the Project Style Guide to prepare a technical memorandum and report template in Microsoft Word format, a presentation slide template in Microsoft PowerPoint format, and outreach collateral templates (e.g., mailers, social media posts, etc.) in InDesign format.

Task 3.3. Project StoryMap

Fehr & Peers will develop and maintain (over the duration of the YATC Plan development process) an ArcGIS StoryMap to present information regarding the project goals and objectives, existing conditions analysis, planned active transportation network, and active transportation project recommendations. The StoryMap is a highly visual and interactive tool that will be used to present project information and allow users to interact with ArcGIS maps and datasets prepared over the course of the YATC project.

Fehr & Peers will update and maintain the StoryMap at the following milestones over the course of the YATC Plan development process as new information and analysis becomes available:

- At the project outset, the StoryMap will include a description of the YATC Plan purpose, goals/objectives, schedule (including opportunities for the public to provide input), and funding sources.
- At the conclusion of the Task 2.3 Existing Conditions Analysis, the StoryMap will be updated to summarize the key findings of the existing conditions analysis and present relevant geospatial data (e.g., existing active transportation facilities, collisions, etc.) collected and analyzed as part of Task 2.
- At the conclusion of each phase of the Task 3 public outreach process, the StoryMap will be updated to summarize key findings and input provided by public outreach participants.
- At the conclusions of Tasks 4.1, 4.2, 4.3, and 4.4, the StoryMap will be updated to summarize the performance measures, recommended active transportation network, final active transportation project recommendations, and project prioritization, respectively.



A link to the StoryMap will be provided on the project website and public outreach collateral, as relevant. The StoryMap will be prepared in both English and Spanish.

An example of a project StoryMap previously prepared by Fehr & Peers is available [here](#).

Task 3.4. Crowdsource+

Fehr & Peers will utilize its Crowdsource+ tool to solicit public input during two stages of the YATC Plan development process. Crowdsource+ is a mobile first web based public engagement platform developed and hosted by Fehr & Peers. Crowdsource+ allows for receiving public input, seamless webmapping, commenting and upvoting/ranking, and survey add-ons. Crowdsource+ enables users to suggest, update, and comment on transportation infrastructure improvements and areas of concern. It enables comment collection over a longer period of time than traditional in-person public meetings, and allows for sustained engagement from a wider sample of stakeholders and community members.

Fehr & Peers will prepare two applications of Crowdsource+. First, an application will be developed during the existing conditions analysis (Task 2.3) to solicit public input on existing perceptions of the Yolo County active transportation system, including network gaps, perceived safety issues, barriers to walking and bicycling, and opportunities to enhance bicycle and pedestrian infrastructure. Second, an application will be developed after the initial list of active transportation improvement projects as been identified (Task 4.3) to solicit public input on the recommended improvement projects.

Links to the Crowdsource+ applications will be provided on the project website and public outreach collateral, as relevant. The Crowdsource+ applications will be prepared in both English and Spanish.

Additional information regarding the Crowdsource+ tool can be found [here](#).

Task 3.5. Technical Advisory Committee (TAC) Meetings

Fehr & Peers will host bi-monthly (i.e., every other month) virtual meetings with the TAC over the 12-month duration of the project (for a total of 6 meetings). The purpose of the TAC meetings will be to discuss progress, present analysis findings and recommendations, and receive direction from members of the TAC.

Fehr & Peers will coordinate the scheduling, noticing, and set up of all TAC meetings and prepare agendas and minutes for all TAC meetings.



Task 3.6. Steering Committee (SC) Meetings

The Fehr & Peers team will host 2 series of 2 in-person or virtual SC meetings (for a total of 4 meetings) over the duration of the YATC Plan development process. Given the relatively large number of SC members, Fehr & Peers proposes organizing the SC members into two smaller groups to maximize collaboration during the SC meetings. For each of the two meeting series, the two meetings will be hosted on the same day.

The Fehr & Peers team will conduct the following 2 SC meeting series:

- During Task 2.3, discuss the project goals and objectives, present the findings of the existing conditions analysis, solicit input on stakeholder perceptions and needs regarding the Yolo County active transportation system, and conduct a map-based values exercise where stakeholders identify what they want to protect, avoid, and create with respect to active transportation conditions in the plan area.
- During Task 4.3 or 4.4, present the initial list of active transportation improvement projects and solicit stakeholder input on priority projects.

The Fehr & Peers team will collaborate with YCTD staff and the TAC to identify preferred meeting venues, dates, and times. The Fehr & Peers team will then coordinate the scheduling, noticing, and set up of all SC meetings and prepare all meeting materials (e.g., boards, presentations, etc.). Following each SC meeting series, the Fehr & Peers team will prepare a memorandum summarizing the activities conducted and feedback received during each SC meeting.

Task 3.7. Community Open Houses

The Fehr & Peers team will host the following 2 in-person community open house events:

- During Task 2.3, discuss the project goals and objectives, present the findings of the existing conditions analysis, and solicit input on community member perceptions and needs regarding the Yolo County active transportation system.
- During Task 4.3 or 4.4, present the initial list of active transportation improvement projects and solicit community member input on priority projects.



The Fehr & Peers team will collaborate with YCTD staff and the TAC to identify preferred open house venues, formats, dates, and times. The Fehr & Peers team will then coordinate the scheduling, noticing, and set up of both open houses and prepare all open house materials (e.g., boards, presentations, etc.). Following each open house, the Fehr & Peers team will prepare a memorandum summarizing the activities conducted and feedback received during each open house.

Task 3.8. Targeted Outreach

The Fehr & Peers team will conduct targeted outreach focused on disadvantaged and hard-to-reach communities in Yolo County. Rather than addressing the county-wide active transportation system, the targeted outreach activities will focus on community-specific mobility needs and potential active transportation improvements.

The targeted outreach will focus on meeting people where they are at and emphasize in-person engagement activities. Additionally, the targeted outreach will implement Spanish-first engagement and planning activities in communities with high proportions of Spanish-speaking residents. For these meetings, all meeting materials, notifications, and discussion will be prepared and delivered in Spanish.

Specific noticing strategies will be identified and refined during Task 3.1 and in consultation with YCTD staff, the TAC, and the SC. Potential noticing strategies for targeted outreach activities could include, but are not limited to, the following:

- Flyers and signs posted at community gathering areas (parks, libraries, community centers, schools, etc.) and messages boards
- Collaboration with the TAC member agency public information officers to distribute and post notices through established channels (social media, press releases, email lists, websites, newsletters, utility bills, etc.)
- Collaboration with CBO, community, and athletic/recreational group leaders to distribute notices during regular community events (e.g., church services, youth sports games/tournaments, food pantries, etc.)

The Fehr & Peers team will host 2 series of 10 in-person targeted outreach activities (for a total of 20) in communities throughout Yolo County. The location/timing of the targeted outreach activities will be selected in consultation with YCTD staff, the TAC, and the SC and could include community centers/rooms, churches, schools, libraries, or community events (e.g., farmers markets, youth soccer tournaments, etc.). Anticipated locations for the targeted outreach activities include, but are not limited to, Capay, Esparto, Madison, Dunnigan, Zamora, Yolo, Knights Landing, Clarksburg, El Rio Villa, and the Yocha Dehe Wintun Nation.

The Fehr & Peers team will host the following 2 in-person targeted outreach series:



- During Task 2.3, discuss the project goals and objectives and solicit input on community member perceptions and needs regarding the community active transportation system. Place It! will employ its play-based community planning approach to allow participants to provide input through interactive tactile exercises. This approach asks participants to build their design and urban planning capacity through their childhood memories and life experiences. This series could also include walk audits with accompaniment by community members of existing nearby active transportation infrastructure.
- During Task 4.3 or 4.4, present the initial list of active transportation improvement projects and solicit community member input on priority projects.

The Fehr & Peers team will coordinate the scheduling, noticing, and set up of the targeted outreach activities and prepare all outreach materials (e.g., boards, presentations, etc.). Following each series of targeted outreach activities, the Fehr & Peers team will prepare a memorandum summarizing the activities conducted and feedback received during each series.

Deliverables

- Draft and Final Public Outreach Plan
- TAC, SC, and stakeholder contact list
- Draft and Final Project Style Guide
- Technical memorandum and report template in Microsoft Word format
- Presentation slide template in Microsoft PowerPoint format
- Outreach collateral templates (e.g., mailers, social media posts, etc.) in InDesign format
- Project StoryMap
- Crowdsourcing+ applications (2)
- TAC meetings (12) and accompanying meeting agenda and minutes
- SC meetings (4) and accompanying meeting summary memorandums
- Community open house events (2) and accompanying meeting summary memorandums
- Targeted outreach activities (20) and accompanying meeting summary memorandums



Task 4. Plan Development

Task 4.1. Performance Measures

Fehr & Peers will develop up to 10 performance measures to guide the YATC Plan recommendations. The performance measures will be derived from goals, policies, and standards stated by state, regional, and local agencies in the relevant plans and documents reviewed in Task 2.1, and then refined based on input from the TAC and the SC. Additionally, the performance measures will complement those required by the RAISE grant program.

Fehr & Peers will develop an initial list of up to 25 performance measures based on the existing plan and document review conducted in Task 2.1. The performance measures will be categorized based on YATC project goals such as mobility, access, safety, equity, and climate. To help the project team filter the list to those measures that are most relevant and meaningful to the YATC Plan, Fehr & Peers will conduct a workshop for the TAC and the SC (refer to Tasks 3.5 and 3.6). The workshop will be a half day and will consist of a community and agency values assessment where participants identify what they want to protect, avoid, and create with respect to active transportation conditions in the plan area. Their assessment will be map based to allow for different value assessments based on land use, transportation, or community context. The value statements will be reviewed by the project team and then matched to no more than 10 performance measures for use in the YATC Plan development process. The reason for limiting the performance measures to 10 is that our experience on similar project is that decision makers and the public have a difficult time making choices about alternatives or scenarios when exceeding this number as differences tend to be diluted.

Task 4.2. Network Planning

Based on findings and input derived from Tasks 2 and 3, the Fehr & Peers team will develop a recommended active transportation network for unincorporated Yolo County. At this stage of the YATC Plan development process, these recommendations will focus on establishing the role of each active transportation corridor within the overall network hierarchy, rather than providing specific recommendations for active transportation facility types, intersection treatments, etc. The corridor network role will inform the specific facility type recommendations completed as part of Task 4.3. The network planning process will consider the entirety of unincorporated Yolo County in addition to corridors of countywide significance within incorporated areas and in adjoining cities/counties.

Utilizing the performance measures identified in Task 4.1, Fehr & Peers will collaborate with YCTD staff to identify up to 3 priority corridors to advance to design/engineering.



Task 4.3. Project Identification

Based on findings and input derived from Tasks 2 and 3, the Fehr & Peers team will identify active transportation project recommendations throughout unincorporated Yolo County. The Fehr & Peers team will identify an integrated list of active transportation projects developed to satisfy the user needs identified in the Task 2.3 assessment, maximize outcomes based on the performance measures identified in Task 4.1, and to diversify funding options. Active transportation project recommendations will address both infrastructure and programmatic projects.

Active transportation projects will include gap closures, extensions of existing and planned facilities, crossing improvements, and on- and off-street bicycle and pedestrian improvements. There will be an emphasis on projects that support regular travel by bicycle and that improve the mobility, safety, and access of disadvantaged populations. Projects will additionally focus on safety improvements on rural roadways, first-/last-mile access to transit, safe routes to school, and improvements to the recreational trail system.

Fehr & Peers will create a webmap of the proposed active transportation projects for review by the project team, YCTD staff, the TAC, and the SC.

Task 4.4. Project Prioritization

The Fehr & Peers team will utilize the performance measures identified in Task 4.1, YCTD staff input, TAC input, SC input, and public input to develop a project prioritization framework. The Fehr & Peers team will apply the project prioritization framework to the active transportation project list to categorize projects by priority type (e.g., high, medium, or low; short-, mid-or long-term; etc.), to be determined in coordination with YCTD staff and the TAC. The Fehr & Peers team will review the project priority list with YCTD staff and the TAC and make adjustments as appropriate.

After the recommended improvements and priority projects are reviewed and approved by YCTD staff and the TAC, Fehr & Peers will present them in a Crowdsourc+ application (Task 3.4), during a community open house (Task 3.7), and during targeted outreach activities (Task 3.8). If necessary, Fehr & Peers will then adjust projects or priorities after discussion with YCTD staff. Final PDF maps of the improvements and projects will then be created.

Task 4.5. Project Implementation

The Fehr & Peers team will prepare a matrix of funding sources and applicability by type and project phase that will be developed for use by YCTD and the TAC to advance projects and bring the planning efforts to implementation. Funding sources will be provided based on our expertise in strategically helping local agencies position for regional, state, and federal funding sources based on key design parameters, socioeconomic data, and collision history.



The inputs to the implementation plan will be the prioritized project list and the funding sources and strategies. The output will be a project phasing schedule that groups projects based on high, medium, and low priority projects. Each project will have the primary funding source identified based on how competitive that project (or individual elements of the project) will be with respect to available grant programs. In some cases, more than one grant funding source may be identified.

Task 4.6. Documentation

The Fehr & Peers team will prepare an Administrative Draft YATC Plan report that incorporates the key elements of all work products. The Administrative Draft YATC Plan will be submitted for review and comment by YCTD staff and the TAC. Detailed analysis and previous deliverables will be included as appendices.

YCTD staff will prepare one set of consolidated comments from YCTD staff and the TAC on the Administrative Draft YATC Plan report and share the comments with Fehr & Peers. Fehr & Peers will incorporate all input from YCTD staff and the TAC into the Draft YATC Plan which will be made available for review by the SC, decision makers, and the public. An executive summary or project fact sheet will be produced and translated into Spanish.

Fehr & Peers will review feedback provided from the SC, decision makers, and the public on the Draft YATC Plan. Fehr & Peers will incorporate relevant feedback into a Final YATC Plan. Fehr & Peers will provide YCTD with a high-quality digital version and 10 hard copies of the Final YATC Plan.

Deliverables

- Draft and final technical memorandum describing the community and agency values assessment and the recommended performance measures for the YATC Plan.
- Administrative Draft, Draft, and Final YATC Plan report.

ATTACHMENT 2

Cost Proposal

Scope of Work		Total Cost				
		Fehr & Peers	UC Davis CRC	Prairie Form/ Place It!	Zander Design	Consultant Total
Task #	Task Description					
1	Project Management					
1.1	Project Kick-Off Meeting	\$ 1,702.69	\$ 620.00	\$ 919.60	\$ 650.06	\$ 3,892.35
1.2	Project Coordination Meetings	\$ 27,394.72	\$ 800.00	\$ -	\$ 1,950.18	\$ 30,144.90
1.3	Monthly Invoicing	\$ 6,639.05	\$ 800.00	\$ 1,089.00	\$ 1,359.22	\$ 9,887.27
	Subtotal	\$ 35,736.46	\$ 2,220.00	\$ 2,008.60	\$ 3,959.46	\$ 43,924.51
2	Existing Conditions Assessment					
2.1	State, Regional, and Local Agency Plan/Policy Review	\$ 5,759.77	\$ -	\$ -	\$ -	\$ 5,759.77
2.2	Data Collection	\$ 29,713.69	\$ -	\$ -	\$ -	\$ 29,713.69
2.3	Existing Conditions Analysis	\$ 43,541.17	\$ -	\$ -	\$ 5,889.94	\$ 49,431.12
2.4	Documentation	\$ 20,188.67	\$ -	\$ -	\$ -	\$ 20,188.67
	Subtotal	\$ 99,203.30	\$ -	\$ -	\$ 5,889.94	\$ 105,093.24
3	Public Outreach & Community Engagement					
3.1	Public Outreach Plan	\$ 10,084.03	\$ 2,240.00	\$ -	\$ -	\$ 12,324.03
3.2	Project Style Guide	\$ 9,704.13	\$ -	\$ -	\$ -	\$ 9,704.13
3.3	Project StoryMap	\$ 35,094.03	\$ -	\$ -	\$ -	\$ 35,094.03
3.4	Crowdsource+	\$ 27,530.48	\$ -	\$ -	\$ -	\$ 27,530.48
3.5	TAC Meetings	\$ 7,059.92	\$ 1,100.00	\$ -	\$ 1,300.12	\$ 9,460.04
3.6	SC Meetings	\$ 19,735.32	\$ 15,200.00	\$ -	\$ -	\$ 34,935.32
3.7	Community Open Houses	\$ 16,338.98	\$ 7,600.00	\$ -	\$ -	\$ 23,938.98
3.8	Targeted Outreach	\$ 43,202.20	\$ 15,640.00	\$ 23,453.00	\$ 9,463.68	\$ 91,758.88
	Subtotal	\$ 168,749.09	\$ 41,780.00	\$ 23,453.00	\$ 10,763.80	\$ 244,745.89
4	Plan Development					
4.1	Performance Measures	\$ 4,952.01	\$ -	\$ -	\$ -	\$ 4,952.01
4.2	Network Planning	\$ 7,816.90	\$ -	\$ -	\$ 7,505.24	\$ 15,322.14
4.3	Project Identification	\$ 58,206.43	\$ 1,700.00	\$ -	\$ 3,959.46	\$ 63,865.89
4.4	Project Prioritization	\$ 22,707.90	\$ 1,700.00	\$ -	\$ 2,984.37	\$ 27,392.26
4.5	Project Implementation	\$ 6,003.09	\$ -	\$ -	\$ 2,836.63	\$ 8,839.72
4.6	Documentation	\$ 45,570.93	\$ -	\$ -	\$ -	\$ 45,570.93
	Subtotal	\$ 145,257.25	\$ 3,400.00	\$ -	\$ 17,285.70	\$ 165,942.95
	Project Total	\$ 448,946.09	\$ 47,400.00	\$ 25,461.60	\$ 37,898.89	\$ 559,706.59

ATTACHMENT 3

Project Schedule

Project Schedule														
Task #	Task Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
1	Project Management	[Dark Green Bar]												
1.1	Project Kick-Off Meeting	[Light Green Bar]												
1.2	Project Coordination Meetings		[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
1.3	Monthly Invoicing		[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
2	Existing Conditions Assessment	[Dark Green Bar]												
2.1	State, Regional, and Local Agency Plan/Policy Review	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]								
2.2	Data Collection		[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]							
2.3	Existing Conditions Analysis			[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]						
2.4	Documentation				[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]						
3	Public Outreach & Community Engagement	[Dark Green Bar]												
3.1	Public Outreach Plan	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]								
3.2	Project Style Guide	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]								
3.3	Project StoryMap			[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]							
3.4	Crowdsource+				[Light Green Bar]	[Light Green Bar]	[Light Green Bar]							
3.5	TAC Meetings			[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]							
3.6	SC Meetings					[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
3.7	Community Open Houses					[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
3.8	Targeted Outreach					[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4	Plan Development	[Dark Green Bar]												
4.1	Performance Measures						[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4.2	Network Planning						[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4.3	Project Identification							[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4.4	Project Prioritization								[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4.5	Project Implementation									[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]
4.6	Documentation										[Light Green Bar]	[Light Green Bar]	[Light Green Bar]	[Light Green Bar]






YATC_PrimeContract_FINAL w attach

Final Audit Report

2023-07-07

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