

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Approve Resolution 2024-23 Authorizing the Executive Director to Execute an Agreement with Silicon Transportation Consultants for Tolling Advance Planning Consulting Services for the Yolo 80 Managed Lanes Project, not to exceed \$1,770,000	Agenda Item#: Agenda Type:	8 Action
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat		Meeting Date: October 14, 2024

RECOMMENDATION:

Approve Resolution 2024-23 Authorizing the Executive Director to execute an agreement with Silicon Transportation Consultants (STC) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project, not to exceed \$1,770,000.

BACKGROUND:

This staff report is limited to consulting procurement for the tolling advance planning component of the Yolo 80 Managed Lanes project. A full history of project updates and Board actions can be found at the project website below:

<https://yolotd.org/planning-projects/freeway-roads/>

In June 2023, YoloTD was awarded \$2 million in SACOG Regional Funding for the tolling advanced planning activities, above. Staff selected WSP USA Inc. (WSP) through a competitive bid process and then obligated this funding in late October 2023 so Tolling Advance Planning activities could be reimbursed by this funding source. In May 2024, staff learned that a federally compliant consultant selection and procurement process was required. That is, YoloTD needed to “re-bid” for consulting services. Staff immediately issued a stop work order to WSP and prepared to re-bid the project.

In July 2024, the YoloTD Board directed staff to conduct a federally compliant procurement process for tolling advanced planning for the \$2 million awarded in June 2023 to the Yolo 80 Managed Lanes project.

Federally Compliant Consultant Selection Process

A deficiency in the original consultant selection process was the absence of establishing a Disadvantaged Business Enterprise (DBE) goal. For this procurement process, the project established a Caltrans-approved 10% DBE project goal. In July 2024, staff released a Request for Qualifications for the above scope of work which closed on August 12, 2024. Two Statement of Qualifications (SOQ) were submitted from consulting teams led by the following prime contractors: 1) CDM Smith and 2) Silicon Transportation Consultants (STC). With both firms highly qualified to perform the needed services, they were both asked to submit formal proposals and invited to interview. Interviews were held on August 28, 2024.

SOQs, proposals, and interviews were evaluated by a panel of four local, state, and regional agency staff consisting of Yolo Transportation District staff (2), Caltrans District 3 (1), and Sacramento Area Council of Governments (1), respectively.

The evaluation team selected the team led by Silicon Transportation Consultants. Subconsultants include WSP USA,

Kimley-Horn, C&M Associates, and the Law Office of Kirk Trost. This team includes several members from the original WSP team with whom YoloTD has worked on this project since October 2023. Their understanding of the project scope, role advising YoloTD within the regional tolling landscape, schedule, and prioritization of tasks justified their selection.

The STC team has committed to a 27% DBE objective, with STC itself certified as a California DBE.

Key Scope of Work Tasks

Task 1, Process Mapping and General Technical Advisory Services: STC will provide a clear understanding of the Yolo 80 Managed Lane tolling process from this point through construction and operation, including planning, design, procurement, integration, and management. STC will also analyze respective agency roles and political considerations among CARTA members including Caltrans, YoloTD, and SACOG.

Task 2, Technical Advisory Services for Yolo 80 Express Lanes:

Provide technical and professional consulting services related to Express Lanes Tolling Program setup, procurement, and operations planning, including:

- Continued policy, governance and financial impact planning
- Coordination of peer information exchanges and vendor presentations to allow YoloTD to make the best informed decision based on lessons learned and available solutions
- Ongoing schedule and risk reviews to ensure the project stays on track
- Technology support to ensure system integration touchpoints with larger Intelligent Transportation System or statewide initiatives are handled seamlessly with a vision for scalability and flexibility
- Contracting, Memorandum of Understanding, or Operational Agreement advice and guidance for third parties (financial back-office processors, customer service providers, or other operational considerations)
- Cross-Task support to ensure a unified program throughout all the deliverables

Task 3, Roadside Toll System Procurement Request for Proposals:

- Conduct needs assessment to develop a tolling roadmap that outlines key technical, financial, institutional, and operational decisions that impact the RFP
- Review Caltrans infrastructure design and coordination touch points
- Conduct stakeholder, peer agency, and vendor outreach for informed decision making on desired technical solution Develop System Integrator requirements and finalize business rules
- Draft procurement docs and RFP, and aid in proposal review and vendor selection

Task 4, Level 2 Traffic and Revenue Study Analysis:

- Provide a more comprehensive review of traffic and revenue forecasts to better inform toll policies and toll rate setting, including any equity concerns for the region
- Includes a socioeconomic analysis to ensure factors such as employment, population, and lingering COVID-19 effects are included in the modeling to ensure a full picture is evaluated
- Detailed modeling of Travel Demand

Task 5, Community Outreach and Engagement:

Community engagement in coordination with CARTA will keep highway road users and adjacent communities informed of project operational policies under consideration prior to construction completion. This also includes various board briefings, general public outreach, external stakeholder & electeds outreach, among others.

Task 6, Legal Advisory Services:

The Law Offices of Kirk Trost will continue to represent YoloTD's interests throughout the Tolling Advanced Planning process, particularly with respect to proposed CARTA policies, development of regional and/or project-specific equity plan, VMT Mitigation Plan implementation, among others.

Task 7, Countywide Transportation Demand Management (TDM) Organizational Study

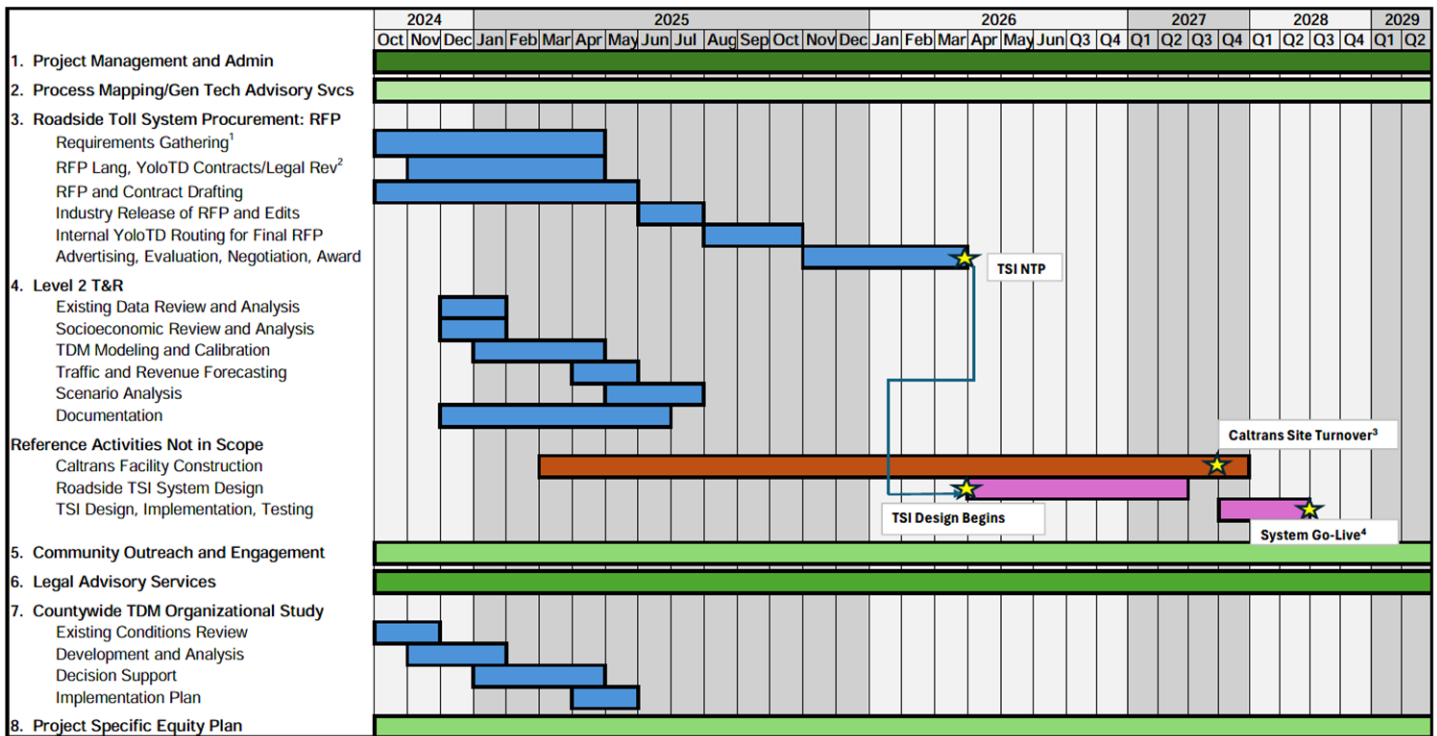
- Review of current TDM program in light of new Vehicle Miles Travelled (VMT) mitigation goals
- Develop multiple organizational models that Yolo Commute could adopt based on VMT mitigation goals, expanded funding, and increased program membership/participation
- Develop an implementation plan for the selected model, inclusive of organizational change, staffing, and timing considerations

Task 8, Project-specific Equity Plan:

- Develop framework for a Yolo 80-specific Equity Plan that takes into account income-based pricing programs, reducing access and administrative burdens to administer any programs, transit partnership and concurrent programs, and equitable enforcement of tolling and evasion payment
- Conduct public outreach and information gathering sessions to give impacted communities a voice in the process
- Coordinate with CARTA on larger regional equity initiatives

Project Schedule

The below exhibit reflects the anticipated project schedule upon agreement execution.



BUDGET IMPACT:

The total agreement award will be for \$1,770,000 and funded by a \$2 million award from the SACOG Regional Funding Transformative grant program with federal Regional Surface Transportation Program (RSTP) funding. As described in the July 2024 staff report, YoloTD has incurred approximately \$240,000 of local funding expenses to date, which are expected to be recovered through staff time reimbursements from the grant award. The below table highlights the project cost assumptions by task.

Task #	Description	Full Estimate
1	Project Management	\$ 45,000
2	Process Mapping & General Technical Advisory Services	\$ 165,000
3	Roadside Toll system Procurement: RFP Proposal	\$ 440,000
4	Level 2 Traffic & Revenue Study	\$ 303,000
5	Community Outreach & Engagement	\$ 130,000
6	Legal Advisory Services	\$ 280,000
7	Countywide TDM Organizational Study	\$ 150,000
8	Project-Specific Equity Plan	\$ 215,000
	Direct Costs	\$ 42,000
	Total	\$ 1,770,000

Attachments

1. Resolution 2024-23 Authorizing the Executive Director to Execute a Professional Services Agreement with Silicon Transportation Consultants
2. Draft Agreement / STC Project Proposal

YOLO TRANSPORTATION DISTRICT

RESOLUTION No. 2024-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO TRANSPORTATION DISTRICT AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH SILICON TRANSPORTATION CONSULTANTS FOR TOLLING ADVANCE PLANNING CONSULTING SERVICES FOR THE YOLO 80 MANAGED LANES PROJECT, NOT TO EXCEED \$1,770,000

WHEREAS, in July 2022, the Yolo County Transportation District, known as the Yolo Transportation District or YoloTD, authorized the Executive Director to procure consulting services for the Yolo 80 Managed Lanes project;

WHEREAS, in October 2022 WSP USA Inc. (WSP), was chosen via a competitive selection process to provide consulting services for the Yolo 80 Managed Lanes project including for ongoing professional technical advisory services;

WHEREAS, in June 2023, the Yolo Transportation District was awarded \$2 million from the SACOG Regional Funding Transformative Grant program to complete Tolling Advance Planning activities for the Yolo 80 Managed Lanes project;

WHEREAS, in November 2023, the Yolo Transportation District amended the WSP agreement to include Tolling Advance Planning activities for the Yolo 80 Managed Lanes project;

WHEREAS, in May 2024, the Yolo Transportation District learned from Caltrans District 3 Local Assistance that Tolling Advance Planning expenses could not be reimbursed unless selected via federally compliant competitive process;

WHEREAS, in May 2024, Yolo Transportation District issued a stop work order to WSP;

WHEREAS, in July 2024, the Yolo Transportation District authorized the Executive Director to procure consulting services for the Yolo 80 Managed Lanes project for Tolling Advance Planning and technical advisory services;

WHEREAS, in August 2024, a consulting team led by Silicon Transportation Consultants was selected via a federally compliant competitive selection process to provide consulting services for the Yolo 80 Managed Lanes project including for ongoing professional technical advisory services;

WHEREAS, Yolo Transportation District intends to recover \$240,000 of unreimbursed costs by redesignating staff time from “in-kind” to “reimbursable” over the course of this agreement, leaving approximately \$1,770,000 of grant funding available for a professional services agreement;

WHEREAS, the Yolo Transportation District Board of Directors wishes to delegate authorization to the Executive Director to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yolo Transportation District, authorize the Executive Director, or her designee, to execute an agreement for up to \$1,770,000 with Silicon Transportation Consultants for Tolling Advance Planning and technical advisory services through June 30, 2029.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 14th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

CONSULTANT (“CONSULTANT”)

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:
SILICON TRANSPORTATION CONSULTANTS

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be JEF NAZARENO
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 (DATE). 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. With the exception of services provided by the Law Office of Kirk E. Trost (TROST), 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. TROST shall be solely responsible for any services provided by TROST and there shall be no recourse against either CONSULTANT or any other subcontractor or subconsultant.
- 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 **October 15, 2024**, 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, 2029**, 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 **\$0**. 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 **\$1,770,000.00**
- 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. With the exception of the services provided by TROST, 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 10%. 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 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 on 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:

SILICON TRANSPORTATION CONSULTANTS
Jef Nazareno, Partner
4532 Silva Ct
Palo alto, CA 94306

LOCAL AGENCY:

Yolo County Transportation District
Brian Abbanat, Planning Director
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

Silicon Transportation Consultants

Autumn Bernstein

Authorizing Signature

Date: _____

Date: _____

September 26, 2024



Mr. Brian Abbanat
Senior Planner
Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

RE: Detailed Proposal for Tolling Advance Planning for the Yolo 80 Managed Lanes Project

Dear Mr. Abbanat,

Silicon Transportation Consultants (STC) is pleased to submit our detailed proposal for the Yolo County Transportation District (YoloTD) for Tolling Advance Planning for the Yolo 80 Managed Lanes Project. This proposal provides additional information via a robust Scope of Work (SOW) that expands upon our previous short proposal submitted on August 12, 2024, and our RFQ response dated August 23, 2024. Per your request, this detailed proposal focuses on the following deliverables:

- **Deliverable 3:** Roadside Toll System Procurement, Request for Proposals (RFP) Development
- **Deliverable 4:** Level 2 Traffic and Revenue Study
- **Deliverable 7:** Countywide Transportation Demand Management Organizational Study

Additionally, as **Deliverable 2:** Technical Advisory Services is an overarching activity that has touchpoints into several larger programmatic activities and initiatives for Yolo 80, we have provided we have provided information on those specific tasks for your review. We also understand there may be a desire to move more quickly on **Deliverable 8:** Project-specific Equity Plan, so we have provided information on that area as well.

In addition to the SOW, we have provided a revised schedule that reflects the subtasks for each deliverable, as well as our cost sheet. We remain committed to the budget originally proposed in the RFQ submittal for each deliverable.

We have included Appendices related to our Project Team's staff rate breakdowns, as well as our exceptions to your baseline contract, requesting a pass-through liability of professional legal services to our subconsultant, the Law Office of Kirk E. Trost.

As additional information may be needed for full compliance with any Caltrans project requirements, feel free to reach out to us so that we may provide this information. The STC team is thankful and ready to work with the YoloTD team. Please do not hesitate to contact me at (617) 448-8611 or pvu@silicontc.com or Jef Nazareno at (510) 846-2974 or jnazareno@silicontc.com if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "PVU", is written over a faint blue circular stamp.

Patrick Vu
Partner

Proposal for Tolling Advance Planning for the Yolo 80 Managed Lanes Project



Photo source: <https://yolotd.org/>

**YOLO
80**

September 26, 2024

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Table of Contents

Introduction	1
Statement of Confidence	1
Scope of Work (SOW)	1
Deliverable 3: Roadside Toll System Procurement, Request for Proposals (RFP).....	1
Task 3.1: Needs Assessment and Outreach.....	1
Task 3.2: Toll System Integrator (TSI) Requirements and Business Rules Development.....	2
Task 3.3: RFP Procurement Documents Development.....	2
Task 3.4: TSI Draft and Final RFP	2
Deliverable 4: Level 2 Traffic & Revenue Study.....	3
Task 4.1: Data Collection and Analysis	3
Task 4.2: Socioeconomic Analysis.....	3
Task 4.3: Adopt and Develop Travel Demand Model.....	4
Task 4.4: Traffic and Revenue Projections	5
Task 4.5: Toll Policy Analysis.....	5
T&R Study Deliverables	6
Deliverable 7: Countywide Transportation Demand Management Organizational Study	6
Task 7.1: Existing Conditions	8
Task 7.2: Model Development and Analysis.....	9
Task 7.3: Decision Support.....	10
Task 7.4: High-level Implementation Plan.....	11
Additional Deliverables to be Considered for Immediate Execution.....	12
Deliverable 2: Technical Advisory Services for Yolo 80 Express Lanes.....	12
Task 2.1: Process Mapping and Support.....	12
Task 2.2: Strategic Guidance on Policy and Governance.....	12
Task 2.3: Technology and Contracting Advice	13
Task 2.4: Operational Support, Pre-Launch, and Post-Launch Activities	13
Task 2.5: Cross-Task Support and Stakeholder Engagement.....	13
Summary of Potential Deliverable 2 Materials.....	14
Deliverable 8: Project-Specific Equity Plan	15
Task 8.1 Data Analysis, Literature Review, and CARTA Coordination.....	15
Task 8.2: Equity Analysis, Public Engagement, and Recommendations.....	15
Task 8.3: Implementation Evaluation	15

Introduction

As a follow up to STC's proposal on August 12, 2024, and RFQ response on August 23, 2024, the following proposal provides in-depth information on how STC and its partners will support YoloTD on multiple, concurrent deliverables.

Statement of Confidence

The Project Team is well positioned to provide overall technical advisory for the Project because of the team's continuity and expertise. Core members of the team have been involved in Project work for the last several years, and played key roles in executing pre-planning, ensuring the Project received tolling authority, and establishing the governance structure for CARTA. By enhancing this continuity with the addition of several subject matter experts, the team is equipped to respond efficiently to both expected and unforeseen tasks, whether advising on policy matters or offering technical support.

Scope of Work (SOW)

The following SOW defines the specific work item to be accomplished from our initial proposal.

Deliverable 3: Roadside Toll System Procurement, Request for Proposals (RFP)

We understand the criticality of immediately mobilizing and getting a vendor on board ASAP, as Caltrans facility design has been completed without vendor input, and construction is set to begin in Spring 2025 with a completion date in Fall 2027. To that end, we've mapped out the major items that need attention.



Figure 1: RFP Development Tasks

Task 3.1: Needs Assessment and Outreach

The Project Team will develop a tolling roadmap that includes the regional, technical, and institutional decisions with timelines associated with each decision. The purpose of this roadmap is to parse decisions into a critical path and to determine which decisions have dependencies with each other and document decisions that have already been made that impact procurement.

The tolling roadmap will include the following:

- An inventory of decisions needed for technical, institutional, and operational decisions based on previously developed studies
- Identify key operational items, financial reconciliation, business rules, performance metrics for the roadside toll system
- Review Caltrans infrastructure design and coordination touchpoints,

- Identify the commercial back office/Customer Service Center integration touchpoints that would affect the roadside toll system
- Timelines associated with the roadside toll system procurement, systems integration, civil construction, and commercial back office/Customer Service Center approach for the assumed tolling go live date in 2027
- Develop a flow chart that establishes the critical path of decisions and the timing of each step in the process including request for proposal development, procurement timelines, integrator input into design, and construction activities.

The Project Team will facilitate engagements with key stakeholders such as Caltrans, CHP, CARTA, and SACOG to provide inputs to the tolling roadmap.

The Project Team also believes in conducting outreach with peer operators and tolling vendors would be beneficial to inform on the state of art of express lanes technologies and operations. This will give YoloTD and stakeholders a scan of options available and help the Project Team develop subsequent requirements and a procurement strategy. Outreach with eight tolling vendors and tolling peers will be conducted through a combination of interviews. Results of this outreach will be incorporated into a procurement strategy paper summarizing key decisions and the plan for procuring the roadside toll system integrator.

Task 3.2: Toll System Integrator (TSI) Requirements and Business Rules Development

Building on the tolling roadmap and procurement strategy paper, the Project Team will develop requirements and business rules for the roadside toll system to be used in the procurement of the TSI. It will include specific requirements and business rules for technology and operations. The requirements will include, but not limited to:

- Capturing of toll transactions and dynamic pricing
- Roadside equipment technical requirements
- Data collection and reporting
- Maintenance requirements
- Commercial back office integration

Task 3.3: RFP Procurement Documents Development

The Project Team will also develop other components of the procurement documents for the Systems Integrator. The procurement documents will include:

- Contracting terms and conditions
- Key performance indicators for tolling operations
- Schedule, timeline, and period of performance
- Testing requirements
- Responsibilities for construction of roadside tolling hardware elements
- Define roles and responsibilities between the TSI, civil contractor, the commercial back office, and other key stakeholders

Task 3.4: TSI Draft and Final RFP

The Project Team envisions development of an initial draft of a toll systems integrator RFP for review and feedback by YoloTD. Then release a draft RFP to the get toll industry feedback before releasing a finalized RFP. The Project Team will continue supporting YoloTD throughout the advertising, vendor selections, negotiations, and award phases of the procurement.

Deliverable 4: Level 2 Traffic & Revenue Study

The Level 2 T&R study is key to understanding demand, toll policy implications, VMT and TDM impacts, and toll rates and revenues by day of the week, time of day, travel direction, toll zone, trip purpose, and discount eligibility.

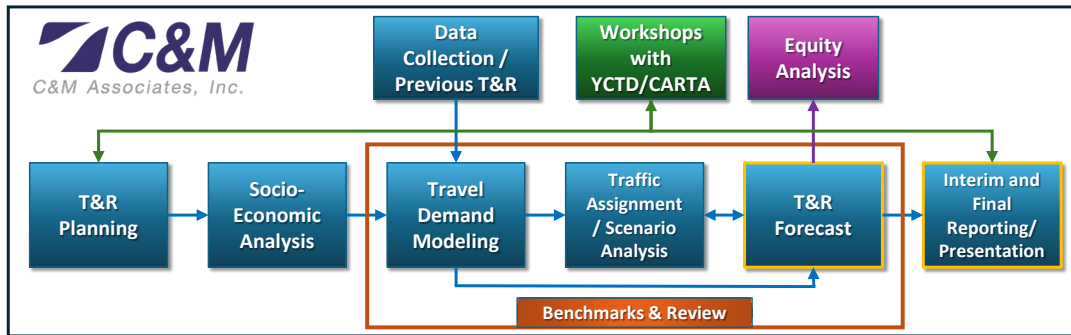


Figure 2: T&R Level 2 Activities

The T&R study, which will be informed by the Project Team’s recent work on I-580/I-680 and SR 37, comprises the key tasks outlined below:

Task 4.1: Data Collection and Analysis

The Project Team will compile a catalog of project documents and existing information from YoloTD and partner agencies regarding:

- Project goals and objectives
- Technical information and reports
- Available policy guidance

One stakeholder workshop is proposed with YoloTD, partner agencies, and Caltrans. The objective of the workshop is to identify the desired scenarios to be analyzed based on current plans, constraints, project configuration options, toll policy options, enforcement, equity, procurement, etc. After the workshop, a technical memorandum will be written detailing discussed policy options and assumptions to be used in subsequent tasks.

To support its technical work, the Project Team intends to use existing and commercial information from YoloTD, Caltrans, and partner agencies such as PeMS, data collected from the EIR and Streetlight, Moody’s Analytics, Woods & Poole Economics, and others.

Task 4.2: Socioeconomic Analysis

Socioeconomic variables such as employment and population are important inputs for travel demand models (TDM) and TDM trip table development. It is also important to have a clear understanding of current and future developments within the study area, particularly possible lingering effects that the COVID-19 pandemic had on the local economy and businesses.

The Project Team will conduct a socioeconomic evaluation of the study area and will review the socioeconomic trends within the project’s area of influence. Socioeconomic data will be validated and checked with publicly available sources. The Project Team will review the latest SACOG TDM socioeconomic data forecasts and will evaluate and supplement these forecasts with data purchased

from sources such as Moody’s Analytics and Woods & Poole Economics. The Project Team will analyze the current socioeconomic conditions of the study area to develop projections for future developments at the traffic analysis zone (TAZ) level. The results of this analysis will serve as vital inputs to the travel demand modeling process.

Task 4.3: Adopt and Develop Travel Demand Model

This task includes two major components: (1) Adopting SACOG’s SACSIM and (2) developing a toll diversion. The figure below exemplifies the incorporation of the toll diversion procedure within the ABM framework.

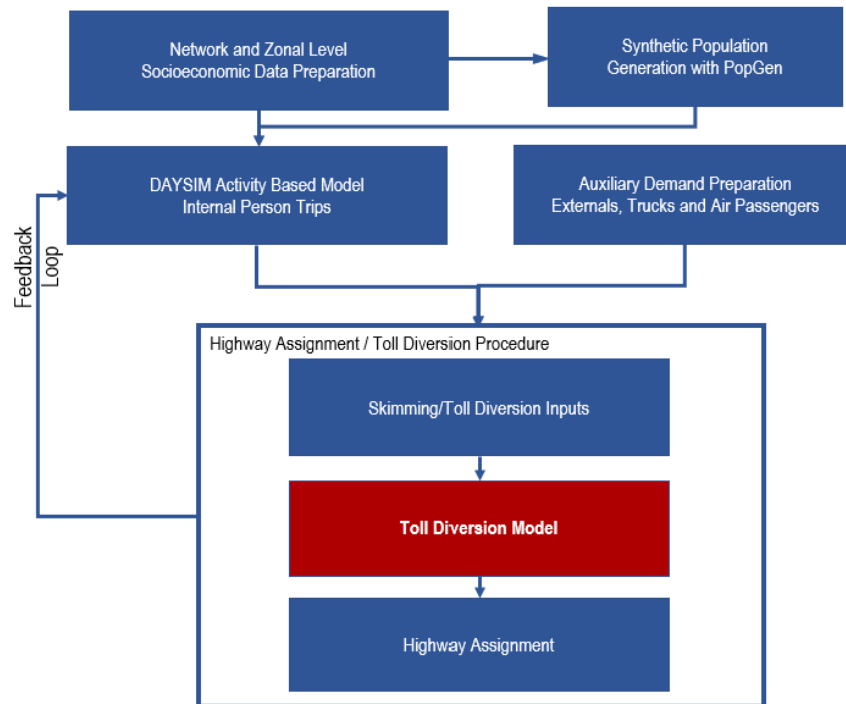


Figure 3: Travel Demand Model Development Process

The Project Team will review and adopt SACSIM as the basis of its modeling. Regarding roadway pricing, the Project Team will evaluate the existing functionality within SACSIM and decide on its use or the use of the Project Team’s proprietary Cube toll diversion scripts. The rest of the T&R forecasting methodology is outlined in the following steps:

- Select and maintain a calibrated model base year, considering that the years 2020 and 2021 are unrepresentative of typical travel behavior due to the COVID-19 pandemic.
- Update future sub-area trip tables for the Project corridor corresponding to the desired vehicle occupancy policy (e.g., HOV2, HOV3).
- Determine directional travel times, volume delay functions, and travel delays by Express Lane segment to be incorporated in the sub-area demand modeling procedures.
- Determine value of time (VOT) and value of reliability (VOR) estimates by time of day—based on revealed preferences from similar projects in C&M’s database—calibrated to the study corridor’s socioeconomic conditions. Incorporate calibrated VOT/VOR estimates in the travel assignment procedure.
- Update the toll optimization process to maintain desired speeds.

- Benchmark transaction, pricing, and revenue data against relevant managed lane projects in the Project Team's project database to assess the reasonableness of model results.
- Adopt a toll diversion curve from the Project Team's library and calibrate it to the project's characteristics.
- Determine the toll rates associated with (a) maximum throughput across varying traffic conditions throughout a typical weekday; and (b) maximum revenue for each individual segment by direction. These two scenarios will constitute the envelope of possible traffic and revenue within which a desired toll policy may fall.
- Determine the different optimum toll rates per mile (by segment and direction) in the model for each time period (morning commute, midday traffic, afternoon commute, and evening traffic).
- Repeat the process for each modeling forecast year.
- Develop daily T&R forecast for the I-80 Express Lanes.

Task 4.4: Traffic and Revenue Projections

The project's T&R forecast will be developed using the calibrated and future model year daily transaction and revenue results from the Project Team's toll diversion model. The Project Team will interpolate and extrapolate annual T&R for the desired forecast period. The traffic estimates for the express lane's opening year will be adjusted to account for the ramp-up period based on toll operation factors such as HOV2/HOV3+ penetration and other factors common to innovative projects and/or characteristics of the area.

Based on the opening year and future year networks and trip tables, traffic will be forecasted via the Project Team's toll diversion model. Annualization and seasonal variation factors (revenue days) will be determined separately for transactions and revenue based on information obtained in Task 2. These factors will be used to convert the model's daily transactions and revenue into annual average daily traffic (AADT) values.

The Project Team will tailor its T&R post-processing assumptions (e.g., leakage) to reflect the observed operation of similar express lane facilities in Northern California. The Project Team will also conduct a toll sensitivity analysis based on the newly developed traffic projections and key modeling assumptions such as VOT, VOR, HOV2/HOV3+penetration, leakage, corridor demand, etc.

Task 4.5: Toll Policy Analysis

The Project Team will test policy refinements involving up to two (2) policy scenarios. Policy scenarios include toll policy objectives such as occupancy eligibility, clean air vehicle eligibility, maximum revenue, maximum throughput, or maintaining a certain Level of Service (LOS) on the express lanes. In collaboration with SACOG and partner agencies, the Project Team will assess policy preferences for the express lanes in terms of who should pay a toll and what toll revenue might be used for. The Project Team will provide T&R forecasts for each of the agreed-upon policy scenarios. The operational policy alternatives will be developed with full coordination between the Project Team, YoloTD, and partner agencies.

Other toll policy items for review might include toll equity scenarios that assess the mitigation of toll impacts of existing and potential express lane users. The Project Team will assess usage, benefits, and equity implications for low-income communities or under-represented users of the express lane corridors. The Project Team will identify low-income trips using the I-80 corridor by employing regional

OD (StreetLight) data and the corresponding census tracts of the trip origins. The Project Team will work with the Travel Demand Management and Equity Plan workstreams to assess benefits and equity by providing generalized measurements of benefits (e.g., effective speed by income group). If deemed appropriate, mitigation measures (e.g., toll rebates, discounted user's fees, residual income approaches, and/or other substitutes) may be assessed.

T&R Study Deliverables

The following is a summary of the interrelated deliverables for the T&R tasks listed above:

- Technical memoranda including:
 - Data sources
 - Traffic and revenue forecasting
 - Socioeconomic analysis
 - Toll policy analysis
 - Travel demand modeling
 - Annual T&R forecasts in tabular form
- T&R assumptions in tabular form
- T&R forecasts in tabular form by toll policy

In addition to preparing and submitting technical information throughout the course of the study, the Project Team will prepare a Draft Report and Final Report for *the I-80 Express Lanes Level 2 Study*. The Project Team's draft report shall incorporate relevant previously submitted technical memoranda and include, at a minimum, the following:

- A description of the facilities and other generalities about the project
- A summary of the collected data used in the analysis
- A description of the existing travel conditions in the area
- The methodology, including the tasks identified in this scope
- Traffic and revenue assumptions
- Traffic and revenue forecasts
- Toll policy analysis and sensitivity analysis results
- Concluding remarks

The Project Team will submit the Draft Report for review and comments. The Project Team will review the comments received and incorporate any necessary revisions in the Final Report.

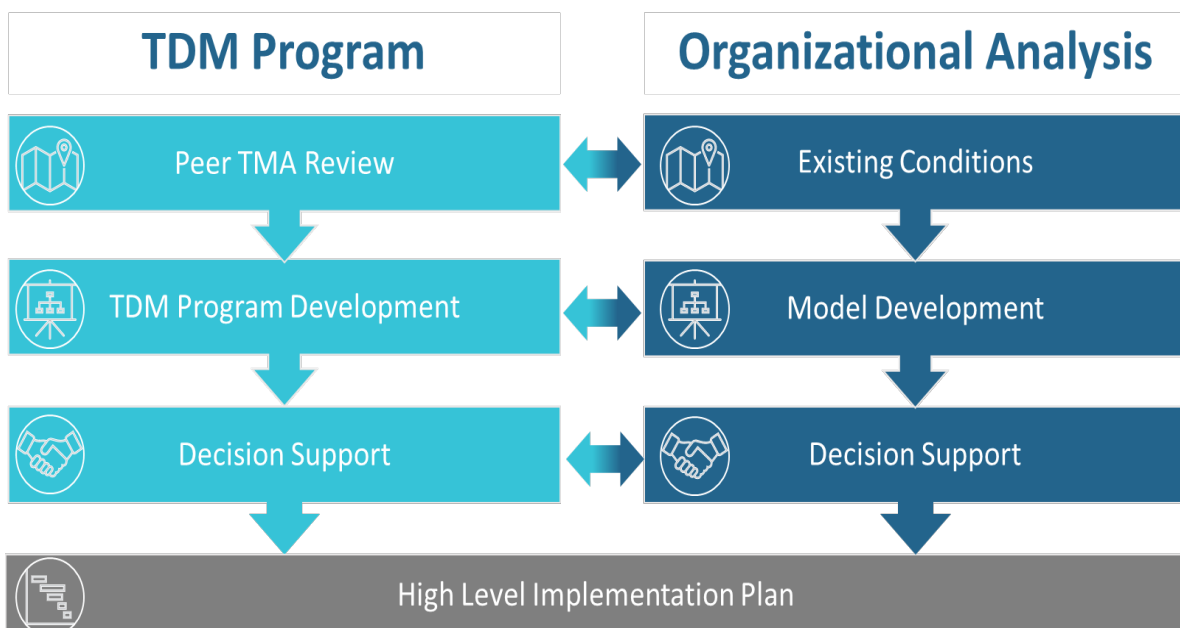
Deliverable 7: Countywide Transportation Demand Management Organizational Study

Our approach to achieving the Task 7 scope is to run two parallel, but coordinated, efforts focused on 1) developing an expanded **TDM program** that satisfies the requirements of SB 743, the Yolo 80 VMT Mitigation Plan and the priorities of current Yolo Commute members and YoloTD; and 2) planning **organizational change** for how Yolo Commute will operate the expanded TDM program. We envision the task as divided into the following subtasks:

Table 1: Potential Deliverable 7 Subtasks

TDM Program	Organizational Change
Existing Conditions	
<ul style="list-style-type: none"> Surveys and interviews of Commute members, YoloTD Board, and other stakeholders to: 	
<ul style="list-style-type: none"> Understand member priorities & existing programs to be carried forward Identify new TDM program elements 	<ul style="list-style-type: none"> Identify leadership perspectives Build consensus Document vision, goals, and objectives
Development & Analysis	
<ul style="list-style-type: none"> Develop a TDM Toolbox to organize potential program elements by type, costs, and implementation benefits/challenges. 	<ul style="list-style-type: none"> Build on existing conditions and TDM toolbox to develop 3-5 organizational models, including functions map, cost impacts, benefits, challenges, and governance.
Decision Support	
<ul style="list-style-type: none"> Develop and document a decision process to facilitate the YoloTD board and staff through organizational model selection; process will be scaled according to earlier alignment on the options, visions, goals, and objectives. 	
Implementation Plan	
<ul style="list-style-type: none"> Prepare a TDM program implementation roadmap including timeline, sequencing, key dependencies, and priorities of launching new or expanded programs with hiring and contracting actions. 	

We will capture our work in a series of PowerPoint slides to facilitate discussion with the Yolo Commute board, membership, and stakeholders as needed.


Figure 4: TDM Parallel Workflow

Key questions to contemplate as TDM program and the organizational assessment progresses are:

TDM Program:

- What are the member priorities and existing programs to be carried forward?
- Identify new TDM program elements?
- Does the current TDM program scale up to serve the entire county as is or do no programs need to be introduced?
- What are the potential program elements by type, costs, and implementation benefits/challenges?

Organizational Assessment:

- To what degree does the future state need to be flexible to accommodate growth?
- What interim steps need to be in place to facilitate the initial influx of funds and establishment of the organization?
- What implications does the current membership-based TMA have on options that might impact the entire county?
- Under which circumstances should questions of organizational change and TDM goals inform and influence each other or be considered separately? How can concurrent work best increase operational efficiencies?

Task 7.1: Existing Conditions

Under this task, we will conduct surveys and limited interviews of existing staff, board members, and key stakeholders. First, we will develop an initial interview list and plan for approval by Yolo Commute's PM, which may include a cross-section of staff, Yolo Commute members, and partner agencies. Our interviews will be informed by our knowledge and understanding of TDM programs, the complexities in the Bay Area, and our direct knowledge of Yolo County, YoloTD, and Yolo Commute. Our discussions will focus on several areas:

From an organizational perspective:

- What are the organizational measures of success of the managed lanes program?
- What are perceived solutions? (What example models have you already thought about?)
- What are perceived opportunities and challenges with various staffing options?
- What worries you the most?
- What will a successful organizational assessment achieve?
- What does the Board/Regional Stakeholders/Staff want for the organization going forward?
- What works well today? What is not working well / what are the pain points? What opportunities do you see if delivery of this function evolves?

From a TDM-focused perspective:

- In three years, what should a robust TDM program in Yolo County appear like externally and feel like internally? What could or should the universe for TDM program elements be?
- What support is needed to develop a comprehensive countywide TDM program?
- What are the priorities and goals of stakeholders regarding whom and what the TDM program will serve?

- Areas for potential improvement/innovation
- Does the Yolo Commute board need to evolve to govern the TDM program?
- What are the organizational measures for administering the TDM funds?

The Project Team will prepare summaries of surveys and interviews, characterized as themes, and report the goals that have been articulated. We will highlight where there is consensus, focusing on common lines of thought for the organizational vision and goals. Updates on these themes will be shared in the check-in meetings and captured in PowerPoint slides.

The Project Team will also review and summarize ongoing or currently related TDM planning efforts that may affect the TDM program in Yolo County from sources such as YoloTD, local cities, UC Davis, SACOG, and others. We will contextualize the total scope of these efforts in comparison to up to three peer TMA entities ranging from a similar size to the potential future size of Yolo Commute.

We will synthesize the themes, document review, and context to outline the understanding of the goals and objectives and will work with Yolo Commute staff to socialize the concepts for review to ensure a common understanding.

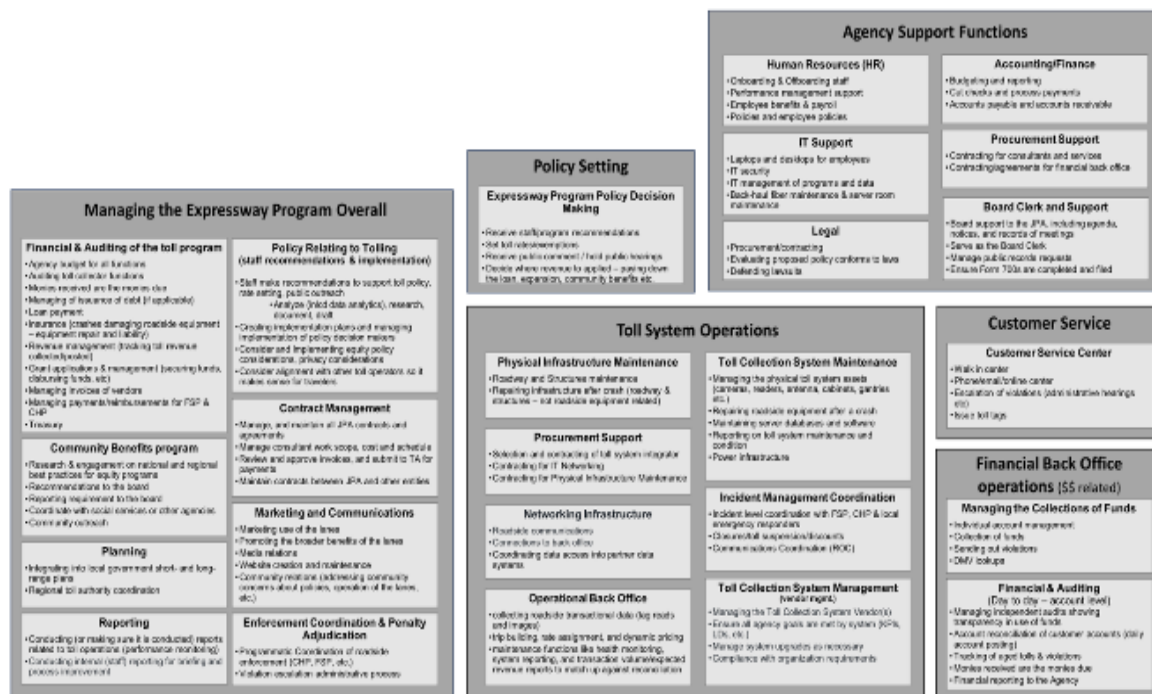


Figure 5: Sample Functions Map

Task 7.2: Model Development and Analysis

Goals and Objectives

In this task we will use the input from the interviews and our knowledge of the region and TDM programs to develop a set of goals and objectives for the future TDM program. These goals and objectives will define priorities to answer the questions of how and for whom Yolo Commute aims to

provide services.

Organizational Models

With these defined goals and objectives as a baseline, we will develop 3-5 organizational models to administer the TDM program. These models will include two evolutions of Yolo Commute as well as transferring administration to existing agencies. Three initial concepts could include:

- Scale up existing Yolo Commute
- Contract with a third party to administer the funds
- Dissolve the TMA and transfer responsibilities to YoloTD

These will be drafted in slide format and socialized with the Yolo Commute team and board members. For each model, we will provide summary information for stakeholders to more fully understand how it will work and relevant tradeoffs. For each model, we anticipate including:

- High-level functions map specific to each model, including indicating which entity/group would provide which functions
- High-level cost impacts
- Benefits and challenges
- Governance impacts: Would there be modifications to the policy/governing board for the organizational model considered?
- High-level understanding of the interaction with other stakeholders



Figure 6: Optional Comparison Diagram

We will present the models and associated analysis in an updated set of slides for socialization with Yolo Commute staff, board, partner entities, and stakeholders as needed. Where it makes sense, we can also use a graphic comparison such as in Figure 3 to support early thinking as the project moves into the decision stage in the next task. Early socialization of the relative benefits and challenges of the models will lead to more robust conversations in the next phase, including tradeoffs and mitigation strategies with various options.

TDM Toolbox

Finally, the Project Team will create a TDM Toolbox, which will organize TDM program elements by type, rough order of magnitude costs, and implementation benefits/challenges. This will give Yolo Commute an accessible means to compare TDM program elements as well as organizational models. This will enable a full and easily digestible picture of the possible futures for the organization.

Task 7.3: Decision Support

After the assessment of models and early socialization of their impacts and considerations in the previous task, Task 3 will focus on facilitating the board and executive staff to select the preferred model, make any adjustments based on the discussions and analysis, and document the resulting decision.

Based on the initial interviews and early work socializing the models and analyzing potential TDM program elements, we will propose a decision process to facilitate the board and staff through. The process will be scaled to the level of early alignment on the options, and concerns and hopes identified in early interviews. It is anticipated that at least two board discussions/workshops plus two discussions with partner agencies will be required.

As the review and decision process continues and the range of models slims to one or two, the models may need to be refined and clarified. Once a decision is made, we will document the decision and decision process in a high-level set of slides for management use, and a 2–3-page decision memo focused on describing the selected model in terms of responsibilities (internal/external) and any governance impacts.

Task 7.4: High-level Implementation Plan

Based on the preceding tasks, we will develop a high-level implementation plan to guide the steps to operationalize the administration of TDM funds in Yolo County. We will provide an implementation roadmap describing how the functions will evolve in a 12-month period. The roadmap will include:

- Sequencing, dependencies, and priorities of hiring and contracting actions. In identifying key dependencies, we would ensure the plan factored into continued/seamless operations, potential expansion of TDM program elements, and included a discussion of risks and potential mitigation strategies/considerations.
- A timeline showing the activities to implement the recommended organizational structure.

Operations Transition Plan	Month 1	Month 2	Month 3	Month 4	Month 5
Board Establishment					
2.2.1 Board recruitment and appointment	█				
2.2 Establish Meeting Procedures/ By-laws	█				
Meeting Schedule			█	█	█
Staffing					
Hire - Recruitment Process & Start Date					
3.3.1 Procurement Director		█			
2.3.1 External Affairs Director				█	
2.3.1 Director of Rail Contracting & Management		█			
6.2.1 Chief Operating Officer (COO)				█	
Borrow - Have On Board					
2.3.2 Information Technology Manager		█			
2.3.2 Human Resources	█				
Consultant Support					
2.3.3 (HR) Benefit and Compensation Program Support	█				
5.3.3. (HR) Develop HR Policy Manual					█

Figure 7: Hiring Plan Example

Based on the level of additional support needed for the selected model, example activities that could

also be included in this task:

- Clearly articulate/display the separation of responsibilities between each entity and contracted staff.
- Develop a graphical organizational chart identifying all entities providing functions required for the service.
- Develop a staffing plan that includes roles and responsibilities and level of effort (FTEs). For key roles and upon request, we will also include the level of decision-making authority and key roles.
- Update the cost estimate to clearly identify the entities and contracted staff including the number of FTE and example classifications
- Expert over-the-shoulder review of assumptions and proposed actions, by WSP TDM professionals

We will conduct a working session with key staff to review the draft implementation roadmap. This discussion is particularly important not only as it serves as an opportunity to gain important insight for adjustment of the plan, but to bring along leaders who may be impacted or asked to lead some of the steps. We will propose an agenda for the workshop, considering the acceptance level of leadership on the concepts presented.

Additional Deliverables to be Considered for Immediate Execution

Deliverable 2: Technical Advisory Services for Yolo 80 Express Lanes

The Project Team is tasked with delivering comprehensive technical advisory services for the development of Yolo 80 ("Project"). We define this as offering expertise across policy, governance, system design, integration, and operations between tasks and across the Project. This document outlines the core components of our technical advisory role, illustrating how we will guide the Project through its immediate and long-term phases.

Task 2.1: Process Mapping and Support

Technical Advisory tasks performed by the Project Team can be generally described as providing ongoing support regarding the production of critical deliverables and process documents related to the subject matter described in detail below.

- Identifying documentation that needs to be in place for successful operation, e.g. standard operation procedures, general process documentation, tolling implementation handbooks
- Identifying the need for financial and budget planning/analysis for Yolo 80
- Tracking project schedules, milestones and reporting on progress
- Risk analysis and tracking
- Research tasks, as needed
- Go-Live preparations
- Post-live performance monitoring

The following sections describe tasks per topic area with more specificity.

Task 2.2: Strategic Guidance on Policy and Governance

Refining the Project's policy and governance frameworks involves assisting YoloTD in establishing a more defined governance structure that better delineates roles, responsibilities, and decision-making

authority, ensuring that all partners and stakeholders are aligned.

The Project Team will assist YoloTD by:

- Advising on roles and responsibilities between YoloTD and CARTA
- Providing input on policy decisions including, but not limited to, toll rates, operations, and equity considerations
- Developing guidelines for considering regional consistency when deciding toll policies in existing governance structures
- Assisting in evaluating, negotiating, and drafting operational policies
- Updating the Concept of Operations, policy matrix, and other policy documentation in coordination with the development of the Level 2 T&R, ongoing CARTA discussions, and equity considerations

Task 2.3: Technology and Contracting Advice

The Project Team will provide technical support in shaping contracting strategy, vendor research, and establishing performance metrics, including:

- Providing technical advice on contract scope, operational goals, and performance goals in preparation for commercial back office discussions with CARTA
- Technology reviews, evaluation, and advice e.g. emerging TDM solutions
- Assisting in developing pilot and procurement strategies for technologies and related contracts

Task 2.4: Operational Support, Pre-Launch, and Post-Launch Activities

Planning for launch-adjacent activities by supporting organizational readiness and education. Such tasks include:

- Determining internal roles and responsibilities to support successful launch and long-term operations
- Identifying organizational education/training needs to support tolling operations
- Identifying elements that need to be developed, including Go-Live checklist, risk matrix, staffing plan
- Identifying post-launch support needs, e.g. developing a performance monitoring strategy, toll policy adjustments, long-term performance optimization strategy, and technology upgrades
- Planning for future phases and expansion, e.g. advising on scalability strategies, Integrating lessons learned from Phase 1 into planning for future phases and providing technical input on pre-planning activities for Phase 2

Task 2.5: Cross-Task Support and Stakeholder Engagement

The Project Team will also provide technical expertise and assistance in preparing for collaborative work, workshops, and meetings, including:

- Developing materials for Board presentations and stakeholder engagement workshops, including technical presentations and policy briefings
- Providing QA/QC for documents related to system design, policy development, and operations
- Offering technical expertise during stakeholder meetings
- Assisting YoloTD in managing stakeholder expectations and aligning deliverables with broader regional transportation goals
- Evaluating cross-task impacts e.g. equity considerations for T&R, TDM

Summary of Potential Deliverable 2 Materials

The following table summarizes the potential deliverable materials related to Deliverable 2, specifying the type and content of the materials. This is intended to be a sample table of materials, with individual items to be discussed and agreed upon between YoloTD and STC.

Table 2: Potential Deliverable 2 Materials

Category	Deliverable	Type	Content
Process Mapping and Support	Project Tracking Workbook	Excel Workbook or MS Project	Central tracker to monitor progress and risks of all project-related activities, regularly updated
	Operational Documentation Needs	Memo or presentation	Identifies all necessary operational and process documents in a central location.
	Project Schedule	MS Project file	Central tracker to monitor project schedule and milestones
	Financial and Budget Planning Needs	Report	Describes financial and budget planning/analysis needs, including identifying future financial tools and documentation needed
Policy and Governance	Governance Structure and Roles	Chart/Memo	Concise, visual toll to clarify roles and responsibilities between YoloTD and CARTA accompanied by written support
	ConOps and Policy Matrix Updates	Document	Updated versions of existing policy documents to align with changes, as needed
	Misc. Policy Briefs/Updates	Brief(s) (est. 1-8)	Concise briefings, as needed, to expand on policy matters such as toll rates, operations, equity, and other evolving aspects throughout the Project
Technology and Contracting	Contracting Strategy and Procurement Needs	Memo(s) or Presentation(s) (est. 1-6)	Identifies contracting strategy and procurement needs for vendors and technology as needed over time
	Technology and Pilot Strategy	Memo(s) or Presentation(s) (est. 1-6)	Technology evaluation, recommendations, and potential pilot strategy delivered periodically as new developments arise
Operational Support, Pre-Launch, and Post-Launch Activities	Organizational Readiness Needs	Memo or Presentation	Identifies organizational and staffing needs for pre-launch and long-term operations
	Scalability Needs	Memo or Presentation	Identifies strategies for scaling the project, including future phases, with lessons learned from Phase 1
	Risk Management Needs	Memo or Excel Workbook	Identifies needs for risk tracking and mitigation plans specifically related to pre-and post-launch
Cross-Task Support and Stakeholder Engagement	Board Presentation Decks	Presentations (est. 1-6)	PowerPoint presentations for board meetings summarizing key technical, policy, and operational decisions delivered semi-annually
	Workshop Materials	Presentations or Report (est. 1-4)	Materials to support stakeholder engagement and workshops focusing on policy, governance, and technical discussions
	QA/QC Reviews	Variable	QA/QC reviews of design, operational documents, and other documents over the course of the project

Deliverable 8: Project-specific Equity Plan

We will work with YoloTD to determine what role the agency would like to have in shaping equitable outcomes for the region. Our approach to this big and important question is to coordinate iterative discussions using the Strengths, Weaknesses, Threats, and Opportunities (SWOT) framework. The outcome will be a feasible set of equity goals and objectives that YoloTD can socialize with CARTA, Caltrans, and SACOG and, with their support, use to adjust the project scope of work as needed.



Figure 8: Equity Plan Development Process

The opportunities to integrate equity into toll implementation include, but are not limited to:

- Income-based pricing programs
- Reducing customer administrative burden to qualify for income-based programs
- Retail partnerships for accessible transponders
- Policy to guide how toll revenue is reinvested
- Partnerships with transit agencies for express bus service in toll facilities
- Guidelines and training for equitable enforcement of toll and managing toll evasion

Task 8.1 Data Analysis, Literature Review, and CARTA Coordination

The Project Team's equity staff will begin with a literature review to capture industry case studies for equitable tolling strategies and develop a menu of equity policies and programs organized by the scale of benefits and level of effort to implement. We will coordinate with CARTA staff on any efforts or initiatives they may formulate for the region, as well as CARTA and YoloTD public engagement staff to collect input on equity community priorities or preferences from the menu. However, note that the focus of this work will be on creating a YoloTD specific Equity Plan with regional considerations. Finally, we will support next steps for those selections, which can range from socializing the concepts in focus groups with stakeholders to creating a blueprint for implementation.

Task 8.2: Equity Analysis, Public Engagement, and Recommendations

Our approach is to conduct equity analysis and public engagement to identify and prioritize the best equity opportunities for the context of I-80. With that people-first perspective in place, we can discuss the cost, operational, and administrative considerations of implementing the priority recommendations. A series of focus groups with YoloTD staff and key stakeholders will ensure a comprehensive understanding of these considerations.

Task 8.3: Implementation Evaluation

Ultimately, our team will provide priority recommendations with a business case and next steps for implementation. Once implementation is completed, it will be reviewed, and adjustments will be recommended if necessary, to achieve the desired goals and outcomes.

Detailed Budget for YoloTD Tolling Advance Planning for the Yolo 80 Managed Lanes Project

Deliverable	Rates ¹	Hours	Proposed Budget	Actual Budget
1 Project Management			\$ 45,000.00	\$ 44,939.28
STC			\$ 45,000.00	
Jef Nazareno	\$ 285.52	100		\$ 28,552.00
Patrick Vu	\$ 285.52	44		\$ 12,562.88
Sarah Smith	\$ 95.61	40		\$ 3,824.40
Process Mapping and General				
2 Technical Advisory Services			\$ 165,000.00	\$ 164,771.44
STC			\$ 90,000.00	
Jef Nazareno	\$ 285.52	124		\$ 35,404.48
Patrick Vu	\$ 285.52	70		\$ 19,986.40
Robert Kopelk	\$ 196.05	70		\$ 13,723.50
David Pope	\$ 244.69	20		\$ 4,893.80
Randy Viellenave	\$ 244.69	20		\$ 4,893.80
Jennifer Frankl	\$ 244.69	30		\$ 7,340.70
Consultant	\$ 183.82	20		\$ 3,676.40
WSP			\$ 45,000.00	
Ning Zhang	\$ 243.10	60		\$ 14,586.00
Andrew Nelson	\$ 200.58	60		\$ 12,034.80
Lauren Stafford	\$ 160.31	60		\$ 9,618.60
Carlos Campo	\$ 303.14	16		\$ 4,850.24
Matthew Woodhouse	\$ 237.28	16		\$ 3,796.48
Kimley-Horn			\$ 30,000.00	
Chadi Chazbek	\$ 433.19	50	\$ 21,659.50	\$ 21,659.50
Darya Shtykalo	\$ 193.18	43	\$ 8,306.74	\$ 8,306.74
Roadside Toll System Procurement:				
3 RFP			\$ 440,000.00	\$ 439,746.14
STC			\$ 310,000.00	
Patrick Vu	\$ 285.52	450		\$ 128,484.00
Robert Kopelk	\$ 196.05	460		\$ 90,183.00
Jef Nazareno	\$ 285.52	150		\$ 42,828.00
Randy Viellenave	\$ 244.69	100		\$ 24,469.00
Consultant	\$ 183.82	130		\$ 23,896.60
WSP			\$ 80,000.00	
Carlos Campo	\$ 303.14	140		\$ 42,439.60
Matthew Woodhouse	\$ 237.28	120		\$ 28,473.60
Lauren Stafford	\$ 160.31	56		\$ 8,977.36
Kimley -Horn			\$ 50,000.00	
Chadi Chazbek	\$ 433.19	36	\$ 15,594.84	\$ 15,594.84
Darya Shtykalo	\$ 193.18	20	\$ 3,863.60	\$ 3,863.60
Edwin Xie	\$ 237.56	24	\$ 5,701.44	\$ 5,701.44
Sherina Lam	\$ 295.02	20	\$ 5,900.40	\$ 5,900.40
Kevin Aguigui	\$ 433.19	30	\$ 12,995.70	\$ 12,995.70
Joe Arroyo	\$ 237.56	25	\$ 5,939.00	\$ 5,939.00

Deliverable	Rates¹	Hours	Proposed Budget	Actual Budget
4 Level 2 Traffic & Revenue Study			\$ 303,000.00	\$ 302,917.16
WSP			\$ 3,000.00	
Ning Zhang	\$ 243.10	12		\$ 2,917.20
C&M Associates			\$ 300,000.00	
Carlos Contreras	\$ 479.16	88		\$ 42,166.08
Alex Herrman	\$ 271.54	236		\$ 64,083.44
Rui Zhang	\$ 130.61	470		\$ 61,386.70
James Liddle	\$ 148.20	70		\$ 10,374.00
Saeedeh Farivar ²	\$ 130.61	470		\$ 61,386.70
Xiao Xiao	\$ 130.61	464		\$ 60,603.04
5 Community Outreach & Engagement			\$ 130,000.00	\$ 129,127.97
Kimley -Horn			\$ 90,000.00	
Brandi Childress	\$ 338.03	225		\$ 76,056.75
Professional I	\$ 193.18	45		\$ 8,693.10
Professional II	\$ 237.56	22		\$ 5,226.32
WSP			\$ 40,000.00	
Ryan Adamson	\$ 135.19	100		\$ 13,519.00
Yosef Yip	\$ 186.92	80		\$ 14,953.60
Juliana Rodriguez	\$ 133.49	80		\$ 10,679.20
6 Legal Advisory Services			\$ 280,000.00	\$ 279,900.00
Kirk Trost	\$ 450.00	622		\$ 279,900.00
7 Countywide TDM Org. Study			\$ 150,000.00	\$ 149,141.84
WSP			\$ 150,000.00	
Eryca Dinsdale	\$ 339.60	95		\$ 32,262.00
Valentina D'Empaire	\$ 158.04	16		\$ 2,528.64
Lauren Tsoi	\$ 271.47	95		\$ 25,789.65
Parin Patel	\$ 121.56	250		\$ 30,390.00
Andrew Nelson	\$ 200.58	65		\$ 13,037.70
Ryan Adamson	\$ 135.19	65		\$ 8,787.35
Dylan Sellars	\$ 117.90	140		\$ 16,506.00
Alicia Leite	\$ 220.45	90		\$ 19,840.50
8 Project-Specific Equity Plan (Option)			\$ 215,000.00	\$ 214,443.89
STC			\$ 10,000.00	
Robert Kopelk	\$ 196.05	15		\$ 2,940.75
Jennifer Frankl	\$ 244.69	12		\$ 2,936.28
Consultant	\$ 183.82	10		\$ 1,838.20
Jef Nazareno	\$ 285.52	8		\$ 2,284.16
C&M Associates			\$ 5,000.00	
Carlos Contreras	\$ 479.16	10		\$ 4,791.60
WSP			\$ 200,000.00	
Gabi Brazzil	\$ 208.21	220		\$ 45,806.20
Andrew Nelson	\$ 200.58	200		\$ 40,116.00
Juliana Rodriguez	\$ 133.49	430		\$ 57,400.70
MJ Jackson	\$ 131.00	430		\$ 56,330.00
Labor Total			\$ 1,728,000.00	\$ 1,724,987.72

Miscellaneous ODC				Proposed Budget	Actual Budget
	STC: Travel and miscellaneous expenses			\$ 2,000.00	\$ 2,000.00
	WSP: Travel and miscellaneous expenses			\$ 5,000.00	\$ 5,000.00
	KH: Travel and miscellaneous expenses			\$ 2,000.00	\$ 2,000.00
	C&M: StreetLight OD Data Purchase, Socioeconomic Data Purchase			\$ 30,000.00	\$ 30,000.00
	Trost: Additional support from specialized legal counsel for unique items			\$ 3,000.00	\$ 3,000.00
ODC Total				\$ 42,000.00	\$ 42,000.00
Grand Total				\$ 1,770,000.00	\$ 1,766,987.72

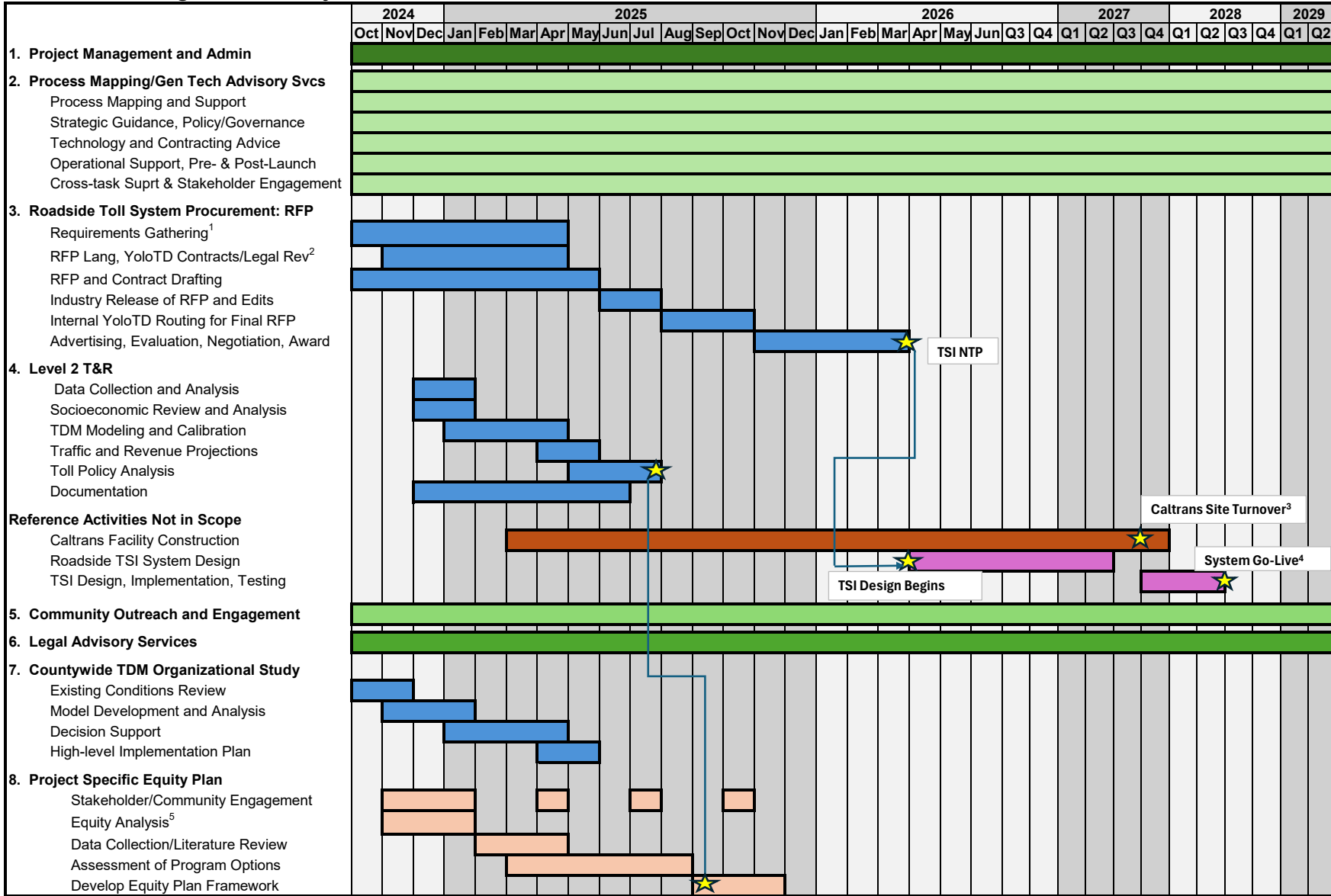
Notes

¹Budget is prepared using FY24/25 rates. Work performed in subsequent years as assigned are subject to escalation as noted in the previously submitted pricing sheets.

²Saeedeh Farivar replaces Julian Mendoza in the staffing table, providing the same services at the same rate.



II. Yolo 80 Managed Lanes Project Schedule



¹Includes Needs Assessment, Business Rules finalization, Financial Reconciliation requirements, KPIs, and Caltrans Coordination of baseline conditions/facility design

²Assumes commercial back-office contracting approach is complete and an Interface Control Document (ICD) is available for RFP inclusion

³Assumes construction schedule has no delays

⁴Earliest potential Go-live, dependent on commercial back-office readiness

⁵Analysis of equity concerns identified in EIR

Appendix A: Verification of Profit Margins

Appendix A contains each Project Teams' staff rate sheets, providing base rates, overhead, and fee levels (all below 15%).

1. STC
2. WSP
3. Kimley-Horn
4. C&M Associates

Note, the Law Office of Kirk E. Trost does not utilize a rate sheet as per the previous proposal, it is not applicable for him as he bills only direct labor.

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Patrick Vu, Partner/PM	\$285.52		N/C	7/1/2024	6/30/2025	--	\$112.02	N/A
	\$299.79		N/C	7/1/2025	6/30/2026	5.0%	\$117.62	N/A
	\$314.78		N/C	7/1/2026	6/30/2027	5.0%	\$123.50	N/A
	\$330.52		N/C	7/1/2027	6/30/2028	5.0%	\$129.68	N/A
	\$347.05		N/C	7/1/2028	6/30/2029	5.0%	\$136.16	N/A
Jef Nazareno, Principal Consultant	\$285.52		N/C	7/1/2024	6/30/2025	--	\$112.02	N/A
	\$299.79		N/C	7/1/2025	6/30/2026	5.0%	\$117.62	N/A
	\$314.78		N/C	7/1/2026	6/30/2027	5.0%	\$123.50	N/A
	\$330.52		N/C	7/1/2027	6/30/2028	5.0%	\$129.68	N/A
	\$347.05		N/C	7/1/2028	6/30/2029	5.0%	\$136.16	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
David Pope, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Randy Viellenave, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Jennifer Frankl, Senior Consultant	\$244.69		N/C	7/1/2024	6/30/2025	--	\$96.00	N/A
	\$256.92		N/C	7/1/2025	6/30/2026	5.0%	\$100.80	N/A
	\$269.77		N/C	7/1/2026	6/30/2027	5.0%	\$105.84	N/A
	\$283.25		N/C	7/1/2027	6/30/2028	5.0%	\$111.13	N/A
	\$297.42		N/C	7/1/2028	6/30/2029	5.0%	\$116.69	N/A
Robert Kopelk, Senior Consultant	\$196.05		N/C	7/1/2024	6/30/2025	--	\$76.92	N/A
	\$205.86		N/C	7/1/2025	6/30/2026	5.0%	\$80.77	N/A
	\$216.15		N/C	7/1/2026	6/30/2027	5.0%	\$84.80	N/A
	\$226.96		N/C	7/1/2027	6/30/2028	5.0%	\$89.04	N/A
	\$238.31		N/C	7/1/2028	6/30/2029	5.0%	\$93.50	N/A
Consultant	\$183.82		N/C	7/1/2024	6/30/2025	--	\$72.12	N/A
	\$193.01		N/C	7/1/2025	6/30/2026	5.0%	\$75.73	N/A
	\$202.66		N/C	7/1/2026	6/30/2027	5.0%	\$79.51	N/A
	\$212.79		N/C	7/1/2027	6/30/2028	5.0%	\$83.49	N/A
	\$223.43		N/C	7/1/2028	6/30/2029	5.0%	\$87.66	N/A
Mohammad Mir, Analyst	\$161.47		N/C	7/1/2024	6/30/2025	--	\$63.35	N/A
	\$169.54		N/C	7/1/2025	6/30/2026	5.0%	\$66.52	N/A
	\$178.02		N/C	7/1/2026	6/30/2027	5.0%	\$69.84	N/A
	\$186.92		N/C	7/1/2027	6/30/2028	5.0%	\$73.34	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: Silicon Transportation Consultants

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	131.71%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$196.26	N/C	7/1/2028	6/30/2029	5.0%	\$77.00	N/A
Sarah Smith, Administrator	\$95.61	N/C	7/1/2024	6/30/2025	--	\$37.51	N/A
	\$100.39	N/C	7/1/2025	6/30/2026	5.0%	\$39.39	N/A
	\$105.41	N/C	7/1/2026	6/30/2027	5.0%	\$41.35	N/A
	\$110.68	N/C	7/1/2027	6/30/2028	5.0%	\$43.42	N/A
	\$116.21	N/C	7/1/2028	6/30/2029	5.0%	\$45.59	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Ning Zhang, VP Project Management	\$243.10		N/C	7/1/2024	6/30/2025	--	\$91.35	N/A
	\$255.26		N/C	7/1/2025	6/30/2026	5.0%	\$95.92	N/A
	\$268.02		N/C	7/1/2026	6/30/2027	5.0%	\$100.71	N/A
	\$281.42		N/C	7/1/2027	6/30/2028	5.0%	\$105.75	N/A
	\$295.49		N/C	7/1/2028	6/30/2029	5.0%	\$111.04	N/A
Andrew Nelson, Lead Consultant	\$200.58		N/C	7/1/2024	6/30/2025	--	\$75.37	N/A
	\$210.61		N/C	7/1/2025	6/30/2026	5.0%	\$79.14	N/A
	\$221.14		N/C	7/1/2026	6/30/2027	5.0%	\$83.10	N/A
	\$232.19		N/C	7/1/2027	6/30/2028	5.0%	\$87.25	N/A
	\$243.80		N/C	7/1/2028	6/30/2029	5.0%	\$91.61	N/A
Lauren Stafford, Senior Consultant	\$160.31		N/C	7/1/2024	6/30/2025	--	\$60.24	N/A
	\$168.33		N/C	7/1/2025	6/30/2026	5.0%	\$63.25	N/A
	\$176.74		N/C	7/1/2026	6/30/2027	5.0%	\$66.41	N/A
	\$185.58		N/C	7/1/2027	6/30/2028	5.0%	\$69.74	N/A
	\$194.86		N/C	7/1/2028	6/30/2029	5.0%	\$73.22	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Carlos Campo, Sr VP, Project Management	\$303.14	N/C	7/1/2024	6/30/2025	--	\$113.91	N/A
	\$318.30	N/C	7/1/2025	6/30/2026	5.0%	\$119.61	N/A
	\$334.21	N/C	7/1/2026	6/30/2027	5.0%	\$125.59	N/A
	\$350.92	N/C	7/1/2027	6/30/2028	5.0%	\$131.87	N/A
	\$368.47	N/C	7/1/2028	6/30/2029	5.0%	\$138.46	N/A
Ryan Adamson, Senior Consultant	\$135.19	N/C	7/1/2024	6/30/2025	--	\$50.80	N/A
	\$141.95	N/C	7/1/2025	6/30/2026	5.0%	\$53.34	N/A
	\$149.05	N/C	7/1/2026	6/30/2027	5.0%	\$56.01	N/A
	\$156.50	N/C	7/1/2027	6/30/2028	5.0%	\$58.81	N/A
	\$164.32	N/C	7/1/2028	6/30/2029	5.0%	\$61.75	N/A
Yosef Yip, Asst VP Communications	\$186.92	N/C	7/1/2024	6/30/2025	--	\$70.24	N/A
	\$196.27	N/C	7/1/2025	6/30/2026	5.0%	\$73.75	N/A
	\$206.08	N/C	7/1/2026	6/30/2027	5.0%	\$77.44	N/A
	\$216.39	N/C	7/1/2027	6/30/2028	5.0%	\$81.31	N/A
	\$227.21	N/C	7/1/2028	6/30/2029	5.0%	\$85.38	N/A
Eryca Dinsdale, Sr VP, Management Consultancy	\$339.60	N/C	7/1/2024	6/30/2025	--	\$127.61	N/A
	\$356.58	N/C	7/1/2025	6/30/2026	5.0%	\$133.99	N/A
	\$374.41	N/C	7/1/2026	6/30/2027	5.0%	\$140.69	N/A
	\$393.13	N/C	7/1/2027	6/30/2028	5.0%	\$147.72	N/A
	\$412.79	N/C	7/1/2028	6/30/2029	5.0%	\$155.11	N/A
Gabi Brazzil, Asst VP, Management Consultancy	\$208.21	N/C	7/1/2024	6/30/2025	--	\$78.24	N/A
	\$218.63	N/C	7/1/2025	6/30/2026	5.0%	\$82.15	N/A
	\$229.56	N/C	7/1/2026	6/30/2027	5.0%	\$86.26	N/A
	\$241.03	N/C	7/1/2027	6/30/2028	5.0%	\$90.57	N/A
	\$253.09	N/C	7/1/2028	6/30/2029	5.0%	\$95.10	N/A
Matthew Woodhouse, Asst VP, Management Consultancy	\$237.28	N/C	7/1/2024	6/30/2025	--	\$89.16	N/A
	\$249.14	N/C	7/1/2025	6/30/2026	5.0%	\$93.62	N/A
	\$261.60	N/C	7/1/2026	6/30/2027	5.0%	\$98.30	N/A
	\$274.68	N/C	7/1/2027	6/30/2028	5.0%	\$103.21	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$288.41	N/C	7/1/2028	6/30/2029	5.0%	\$108.37	N/A
Juliana Rodriguez, Associate Consultant	\$133.49	N/C	7/1/2024	6/30/2025	--	\$50.16	N/A
	\$140.16	N/C	7/1/2025	6/30/2026	5.0%	\$52.67	N/A
	\$147.17	N/C	7/1/2026	6/30/2027	5.0%	\$55.30	N/A
	\$154.53	N/C	7/1/2027	6/30/2028	5.0%	\$58.07	N/A
	\$162.25	N/C	7/1/2028	6/30/2029	5.0%	\$60.97	N/A
Lauren Tsoi, VP DB Line Leader	\$271.47	N/C	7/1/2024	6/30/2025	--	\$102.01	N/A
	\$285.05	N/C	7/1/2025	6/30/2026	5.0%	\$107.11	N/A
	\$299.30	N/C	7/1/2026	6/30/2027	5.0%	\$112.47	N/A
	\$314.26	N/C	7/1/2027	6/30/2028	5.0%	\$118.09	N/A
	\$329.98	N/C	7/1/2028	6/30/2029	5.0%	\$123.99	N/A
Valentina D'Empaire Medici, Senior Consultant	\$155.79	N/C	7/1/2024	6/30/2025	--	\$58.54	N/A
	\$163.58	N/C	7/1/2025	6/30/2026	5.0%	\$61.47	N/A
	\$171.76	N/C	7/1/2026	6/30/2027	5.0%	\$64.54	N/A
	\$180.34	N/C	7/1/2027	6/30/2028	5.0%	\$67.77	N/A
	\$189.36	N/C	7/1/2028	6/30/2029	5.0%	\$71.16	N/A
Parin Patel, Transportation Planner	\$121.56	N/C	7/1/2024	6/30/2025	--	\$45.68	N/A
	\$127.64	N/C	7/1/2025	6/30/2026	5.0%	\$47.96	N/A
	\$134.03	N/C	7/1/2026	6/30/2027	5.0%	\$50.36	N/A
	\$140.73	N/C	7/1/2027	6/30/2028	5.0%	\$52.88	N/A
	\$147.76	N/C	7/1/2028	6/30/2029	5.0%	\$55.52	N/A
Fabian Campos, Consultant	\$137.08	N/C	7/1/2024	6/30/2025	--	\$51.51	N/A
	\$143.93	N/C	7/1/2025	6/30/2026	5.0%	\$54.09	N/A
	\$151.13	N/C	7/1/2026	6/30/2027	5.0%	\$56.79	N/A
	\$158.69	N/C	7/1/2027	6/30/2028	5.0%	\$59.63	N/A
	\$166.62	N/C	7/1/2028	6/30/2029	5.0%	\$62.61	N/A
MJ Jackson, Senior Consultant	\$130.48	N/C	7/1/2024	6/30/2025	--	\$49.03	N/A
	\$137.00	N/C	7/1/2025	6/30/2026	5.0%	\$51.48	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
	FEE %		10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$143.85	N/C	7/1/2026	6/30/2027	5.0%	\$54.06	N/A
	\$151.05	N/C	7/1/2027	6/30/2028	5.0%	\$56.76	N/A
	\$158.60	N/C	7/1/2028	6/30/2029	5.0%	\$59.60	N/A
Sarah Zhang, Consultant	\$121.56	N/C	7/1/2024	6/30/2025	--	\$45.68	N/A
	\$127.64	N/C	7/1/2025	6/30/2026	5.0%	\$47.96	N/A
	\$134.03	N/C	7/1/2026	6/30/2027	5.0%	\$50.36	N/A
	\$140.73	N/C	7/1/2027	6/30/2028	5.0%	\$52.88	N/A
	\$147.76	N/C	7/1/2028	6/30/2029	5.0%	\$55.52	N/A
Alicia Leite, Asst VP, Advisory Services	\$223.92	N/C	7/1/2024	6/30/2025	--	\$84.14	N/A
	\$235.11	N/C	7/1/2025	6/30/2026	5.0%	\$88.35	N/A
	\$246.87	N/C	7/1/2026	6/30/2027	5.0%	\$92.76	N/A
	\$259.21	N/C	7/1/2027	6/30/2028	5.0%	\$97.40	N/A
	\$272.17	N/C	7/1/2028	6/30/2029	5.0%	\$102.27	N/A
Hazel Trimer, Asst VP, Management Consultancy	\$230.28	N/C	7/1/2024	6/30/2025	--	\$86.53	N/A
	\$241.79	N/C	7/1/2025	6/30/2026	5.0%	\$90.86	N/A
	\$253.88	N/C	7/1/2026	6/30/2027	5.0%	\$95.40	N/A
	\$266.57	N/C	7/1/2027	6/30/2028	5.0%	\$100.17	N/A
	\$279.90	N/C	7/1/2028	6/30/2029	5.0%	\$105.18	N/A
Gabby Lopez, Consultant	\$113.74	N/C	7/1/2024	6/30/2025	--	\$42.74	N/A
	\$119.43	N/C	7/1/2025	6/30/2026	5.0%	\$44.88	N/A
	\$125.40	N/C	7/1/2026	6/30/2027	5.0%	\$47.12	N/A
	\$131.67	N/C	7/1/2027	6/30/2028	5.0%	\$49.48	N/A
	\$138.25	N/C	7/1/2028	6/30/2029	5.0%	\$51.95	N/A
Mikaela Sword, Senior Consultant	\$130.53	N/C	7/1/2024	6/30/2025	--	\$49.05	N/A
	\$137.06	N/C	7/1/2025	6/30/2026	5.0%	\$51.50	N/A
	\$143.91	N/C	7/1/2026	6/30/2027	5.0%	\$54.08	N/A
	\$151.11	N/C	7/1/2027	6/30/2028	5.0%	\$56.78	N/A
	\$158.66	N/C	7/1/2028	6/30/2029	5.0%	\$59.62	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Subconsultant: WSP USA Inc.
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	141.93%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight		Overtime	From	To			
Eric Hou, Senior Consultant	\$179.13		N/C	7/1/2024	6/30/2025	--	\$67.31	N/A
	\$188.08		N/C	7/1/2025	6/30/2026	5.0%	\$70.68	N/A
	\$197.49		N/C	7/1/2026	6/30/2027	5.0%	\$74.21	N/A
	\$207.36		N/C	7/1/2027	6/30/2028	5.0%	\$77.92	N/A
	\$217.73		N/C	7/1/2028	6/30/2029	5.0%	\$81.82	N/A

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ **Contract Amount \$** TBD Date 7/26/2024

For Combined Rate		195.57%		195.57%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%
FCCM ²				= 0.97%
			Fee	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight ³	OT(1.5x)	OT(2x)	From	To	Hourly Rate ⁴	Increase	for Classifications
Analyst I -	\$128.25			7/1/2024	6/30/2025	\$39.33		\$37.50 - \$41.16
	\$134.67			7/1/2025	6/30/2026	\$41.30	5.00%	\$39.38 - \$43.22
	\$141.40			7/1/2026	6/30/2027	\$43.36	5.00%	\$41.34 - \$45.38
	\$148.47			7/1/2027	6/30/2028	\$45.53	5.00%	\$43.41 - \$47.65
	\$155.89			7/1/2028	6/30/2029	\$47.81	5.00%	\$45.58 - \$50.03
Analyst II -	\$144.27			7/1/2024	6/30/2025	\$44.24		\$41.84 - \$46.64
	\$151.48			7/1/2025	6/30/2026	\$46.45	5.00%	\$43.93 - \$48.97
	\$159.05			7/1/2026	6/30/2027	\$48.77	5.00%	\$46.13 - \$51.42
	\$167.01			7/1/2027	6/30/2028	\$51.21	5.00%	\$48.44 - \$53.99
	\$175.36			7/1/2028	6/30/2029	\$53.77	5.00%	\$50.86 - \$56.69
Analyst III -	\$162.53			7/1/2024	6/30/2025	\$49.84		\$46.88 - \$52.80
	\$170.65			7/1/2025	6/30/2026	\$52.33	5.00%	\$49.22 - \$55.44
	\$179.19			7/1/2026	6/30/2027	\$54.95	5.00%	\$51.69 - \$58.21
	\$188.15			7/1/2027	6/30/2028	\$57.70	5.00%	\$54.27 - \$61.12
	\$197.55			7/1/2028	6/30/2029	\$60.58	5.00%	\$56.98 - \$64.18
Professional I -	\$193.18			7/1/2024	6/30/2025	\$59.24		\$52.90 - \$65.58
	\$202.84			7/1/2025	6/30/2026	\$62.20	5.00%	\$55.55 - \$68.86
	\$212.98			7/1/2026	6/30/2027	\$65.31	5.00%	\$58.32 - \$72.30
	\$223.63			7/1/2027	6/30/2028	\$68.58	5.00%	\$61.24 - \$75.92
	\$234.81			7/1/2028	6/30/2029	\$72.01	5.00%	\$64.30 - \$79.71
Professional II -	\$237.56			7/1/2024	6/30/2025	\$72.85		\$66.02 - \$79.68
	\$249.44			7/1/2025	6/30/2026	\$76.49	5.00%	\$69.32 - \$83.66
	\$261.91			7/1/2026	6/30/2027	\$80.32	5.00%	\$72.79 - \$87.85
	\$275.01			7/1/2027	6/30/2028	\$84.33	5.00%	\$76.43 - \$92.24
	\$288.76			7/1/2028	6/30/2029	\$88.55	5.00%	\$80.25 - \$96.85
Sr. Professional I -	\$295.02			7/1/2024	6/30/2025	\$90.47		\$83.28 - \$97.66
	\$309.77			7/1/2025	6/30/2026	\$94.99	5.00%	\$87.44 - \$102.54
	\$325.26			7/1/2026	6/30/2027	\$99.74	5.00%	\$91.82 - \$107.67
	\$341.52			7/1/2027	6/30/2028	\$104.73	5.00%	\$96.41 - \$113.05
	\$358.60			7/1/2028	6/30/2029	\$109.97	5.00%	\$101.23 - \$118.71
Sr. Professional II -	\$338.03			7/1/2024	6/30/2025	\$103.66		\$98.62 - \$108.70
	\$354.93			7/1/2025	6/30/2026	\$108.84	5.00%	\$103.55 - \$114.14
	\$372.68			7/1/2026	6/30/2027	\$114.29	5.00%	\$108.73 - \$119.84
	\$391.31			7/1/2027	6/30/2028	\$120.00	5.00%	\$114.16 - \$125.83
	\$410.88			7/1/2028	6/30/2029	\$126.00	5.00%	\$119.87 - \$132.13
Sr. Professional III -	\$385.67			7/1/2024	6/30/2025	\$118.27		\$108.90 - \$127.64
	\$404.96			7/1/2025	6/30/2026	\$124.18	5.00%	\$114.35 - \$134.02
	\$425.21			7/1/2026	6/30/2027	\$130.39	5.00%	\$120.06 - \$140.72
	\$446.47			7/1/2027	6/30/2028	\$136.91	5.00%	\$126.07 - \$147.76
	\$468.79			7/1/2028	6/30/2029	\$143.76	5.00%	\$132.37 - \$155.15
Sr. Professional IV -	\$433.19			7/1/2024	6/30/2025	\$132.84		\$128.04 - \$137.64
	\$454.85			7/1/2025	6/30/2026	\$139.48	5.00%	\$134.44 - \$144.52
	\$477.59			7/1/2026	6/30/2027	\$146.46	5.00%	\$141.16 - \$151.75
	\$501.47			7/1/2027	6/30/2028	\$153.78	5.00%	\$148.22 - \$159.34
	\$526.54			7/1/2028	6/30/2029	\$161.47	5.00%	\$155.63 - \$167.30

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ TBD Date 7/26/2024

For Combined Rate		195.57%		195.57%
	Fringe Benefit %	+	General & Administrative %	= Combined ICR%
FCCM ²				= 0.97%
			Fee	= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Project Support -	\$127.73	\$147.32	\$166.90	7/1/2024	6/30/2025	\$39.17		\$32.94 - \$45.40
	\$134.12	\$154.68	\$175.25	7/1/2025	6/30/2026	\$41.13	5.00%	\$34.59 - \$47.67
	\$140.82	\$162.42	\$184.01	7/1/2026	6/30/2027	\$43.18	5.00%	\$36.32 - \$50.05
	\$147.87	\$170.54	\$193.21	7/1/2027	6/30/2028	\$45.34	5.00%	\$38.13 - \$52.56
	\$155.26	\$177.93	\$200.60	7/1/2028	6/30/2029	\$45.34	5.00%	\$40.04 - \$55.18

- NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal shall not be amended
 3. **Billing rate = ((actual hourly rate * (1+ (Combined ICR+FCCM))) + (actual hourly rate *(1+Combined ICR)* Fee)). Profit/Fee is not applied to FCCM.** Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 3. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kimley-Horn and Associates, Inc. Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 07/26/24

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	Federal Rate	\$ -
Travel (Airfare, Rental Car, Tolls, etc.)			Actual	\$ -
Per Diem		per day	\$60.00	\$ -
Outside Printing and Reproduction			Actual	\$ -
Courier / Fed Ex / USPS, etc.			Actual	\$ -
Misc. Field Equipment / Supplies			Actual	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title *: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 7/26/2024
 Email: anthony.podegracz@kimley-horn.com Phone Number: 916-858-5800
 Address: 555 Capitol Mall, Suite 300, Sacramento, CA 95814

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering services

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Consultant: C&M Associates
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Carlos Contreras, T&R Director	\$479.16	N/C	7/1/2024	6/30/2025	--	\$158.75	N/A
	\$503.12	N/C	7/1/2025	6/30/2026	5.0%	\$166.68	N/A
	\$528.27	N/C	7/1/2026	6/30/2027	5.0%	\$175.02	N/A
	\$554.69	N/C	7/1/2027	6/30/2028	5.0%	\$183.77	N/A
	\$582.42	N/C	7/1/2028	6/30/2029	5.0%	\$192.96	N/A
Axel Hermann, T&R Task Lead	\$271.54	N/C	7/1/2024	6/30/2025	--	\$89.96	N/A
	\$285.11	N/C	7/1/2025	6/30/2026	5.0%	\$94.46	N/A
	\$299.37	N/C	7/1/2026	6/30/2027	5.0%	\$99.18	N/A
	\$314.34	N/C	7/1/2027	6/30/2028	5.0%	\$104.14	N/A
	\$330.05	N/C	7/1/2028	6/30/2029	5.0%	\$109.35	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:

Attachment: 2

Consultant: C&M Associates

Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %				
			10.00%				

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Manuel Sanchez, Socioeconomist	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Griffin Harris, Microstimulation Lead	\$290.22	N/C	7/1/2024	6/30/2025	--	\$96.15	N/A
	\$304.73	N/C	7/1/2025	6/30/2026	5.0%	\$100.96	N/A
	\$319.97	N/C	7/1/2026	6/30/2027	5.0%	\$106.01	N/A
	\$335.96	N/C	7/1/2027	6/30/2028	5.0%	\$111.31	N/A
	\$352.76	N/C	7/1/2028	6/30/2029	5.0%	\$116.87	N/A
Rui Zhang, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
James Liddle, Technical Writer	\$148.20	N/C	7/1/2024	6/30/2025	--	\$49.10	N/A
	\$155.61	N/C	7/1/2025	6/30/2026	5.0%	\$51.56	N/A
	\$163.39	N/C	7/1/2026	6/30/2027	5.0%	\$54.13	N/A
	\$171.56	N/C	7/1/2027	6/30/2028	5.0%	\$56.84	N/A
	\$180.14	N/C	7/1/2028	6/30/2029	5.0%	\$59.68	N/A
Juan Pablo Zimbron, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Julian Mendoza, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A

**COST PROPOSAL
ON-CALL CONTRACT**

ADM 2033 (Rev. 10/12)

Contract #:
Attachment: 2
Consultant: C&M Associates
Date: 09/20/24

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	76.88%	+	97.52%	+	0.00%	=	174.40%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	0.00%
			FEE %		10.00%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A
Xiao Xiao, T&R Modeler	\$130.61	N/C	7/1/2024	6/30/2025	--	\$43.27	N/A
	\$137.14	N/C	7/1/2025	6/30/2026	5.0%	\$45.43	N/A
	\$143.99	N/C	7/1/2026	6/30/2027	5.0%	\$47.71	N/A
	\$151.19	N/C	7/1/2027	6/30/2028	5.0%	\$50.09	N/A
	\$158.75	N/C	7/1/2028	6/30/2029	5.0%	\$52.59	N/A

Appendix B: Exceptions to Contract Terms

STC requests the following changes to the contract, with proposed language additions included in red text below. In both cases, the intent is for the Law Office of Kirk E. Trost to retain responsibility for any legal services Mr. Trost provides, and to bypass STC and other subcontractors from any liability arising from the performance of Mr. Trost's legal services.

Article I.H of the sample agreement:

H. With the exception of services provided by the Law Office of Kirk E. Trost (TROST), 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. TROST shall be solely responsible for any services provided by TROST and there shall be no recourse against either CONSULTANT or any other subcontractor or subconsultant.

Article X.A of the sample agreement:

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. With the exception of the services provided by TROST, 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.