BOARD OF DIRECTORS
AGENDA PACKET

Monday, June 12, 2017
2:30 p.m.

Sonoma County
Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, California
BOARD OF DIRECTORS AGENDA

June 12, 2017 – 2:30 p.m.

Sonoma County Permit & Resource Management Department
Planning Commission Hearing Room – 2550 Ventura Avenue, Santa Rosa, CA

1. Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)

2. Public comment on items not on the regular agenda

3. Consent Calendar
   A. SCTA/RCPA Concurrent Items
      3.1. Admin – Minutes of the May 8, 2017 meeting (ACTION)*
   B. SCTA Items
      3.2. MTC – Master Funding Agreement between SCTA and MTC through FY27/28 (ACTION)*
      3.3. MTC – Supplement 1 to Master Funding Agreement with MTC for planning and programming activities (ACTION)*
      3.4. OBAG – program adjustments to One Bay Area Grant (ACTION)*
      3.5. OBAG – schedule adjustments for OBAG2 projects (ACTION)*
      3.6. Measure M – cooperative agreement M71516-A2 with County of Sonoma, Department of Health Services and appropriation request related to Safe Routes to School (ACTION)*
      3.7. Measure M – appropriation request from County of Sonoma Regional Parks for the Central Sonoma Valley Trail (ACTION)*
      3.8. Measure M – cooperative agreement SCTA15001-A2 with Parsons related to design services for State Route 116/121 (ACTION)*
      3.9. Measure M – cooperative agreement 04-2625 for Project Specifications and Estimates (PSE) and 04-2640 for Right-of-Way (R/W) Phases with Caltrans for State Route 116/121 (ACTION)*

4. Regular Calendar
   A. SCTA Items
      4.1. SCTA Planning
         4.1.1. Transit – presentation on Sonoma County Transit (REPORT)
         4.1.2. MTC – presentation on Vital Signs - the Bay Area’s performance monitoring tool (REPORT)*
         4.1.3. MTC – Priority Development Area Investment and Growth Strategy – 2017 update (ACTION)*
         4.1.4. Activities Report – update on planning activities (REPORT)*
      4.2. SCTA Projects and Programming
         4.2.1. Highways Report – update on State Highway projects (ACTION)
B. RCPA Items

4.3. RCPA Planning
   4.3.1. Clean Air Plan – presentation by Bay Area Air Quality Management District on recently adopted Spare the Air – Cool the Climate 2017 Clean Air Plan (REPORT)*

4.4. RCPA Projects and Programming
   4.4.1. Activities Report – update on RCPA activities (REPORT)*

C. Joint SCTA/RCPA Items

4.5. Community Affairs Update – (REPORT)*

5. Reports and Announcements

   5.1. Executive Committee report
   5.2. Community Affairs Report
   5.3. Regional agency reports
   5.4. Advisory Committee agendas*
   5.5. SCTA/RCPA staff report
   5.6. Announcements

6. Adjourn

*Materials attached.

The next SCTA/RCPA meetings will be held **July 10, 2017**


DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the SCTA/RCPA after distribution of the agenda packet are available for public inspection in the SCTA/RCPA office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check [www.511.org](http://www.511.org), [www.srcity.org/citybus](http://www.srcity.org/citybus), [www.sctransit.com](http://www.sctransit.com) or [https://carmacarpool.com/sfbay](https://carmacarpool.com/sfbay)
1. **Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)**

Meeting called to order at 2:32 p.m. by Chair David Rabbitt.

*Directors Present:* Director Rabbitt, Supervisor, Second District, Chair; Director Russell, City of Cloverdale, Vice Chair; Director Agrimonti, City of Sonoma; Director Coursey, City of Santa Rosa; Director Gorin, Supervisor, First District; Director Gurney, City of Sebastopol; Director Landman, City of Cotati; Director Mackenzie, City of Rohnert Park; Director Mansell, City of Healdsburg; Director Miller, City of Petaluma; Director Salmon, Town of Windsor; Director Zane, Supervisor, Third District.

2. **Public comment on items not on the regular agenda**

Bettina O’Brien thanked Director Coursey for addressing the challenging sidewalk in west Santa Rosa.

Duane DeWitt commented on Golden Gate Transit, SMART, and carbon reduction efforts promoted in Sonoma County.

Steve Birdlebough expressed confidence that SMART will complement the transportation systems in Sonoma County and advocated for continued efforts for public transportation. Mr. Birdlebough referenced the Town of Windsor’s effort on public transportation.

3. **Consent Calendar**

*SCTA/RCPA Concurrent Items*

3.1. **Admin** – Minutes of the March 27, 2017 meeting (ACTION)*

*SCTA Items*

3.2. **Highway 101** – Amendment No. 6 to design service Agreement No. SCTA10014 with BKF for MSN C2 soundwalls (ACTION)*

3.3. **Highway 101** – Amendment No. 8 to right of way Agreement No. 04-2104 with Caltrans for Central C project (ACTION)*

3.4. **Measure M** – FY 15/16 Maintenance of Effort report for Local Streets and Roads program (ACTION)*

The consent calendar was approved unanimously, by a vote of acclamation.

4. **Regular Calendar**

   **A. SCTA Items**

   4.1. **SCTA Planning**

   4.1.1. **MTC** – presentation on Plan Bay Area (ACTION)*

Matt Maloney from MTC presented to the Board the draft 2040 Plan Bay Area.

Mr. Maloney described the PowerPoint included in the agenda packet. Flash drives containing the Plan Bay Area document were provided to public.

This is the third round of public outreach and adoption is anticipated in July 2017.
Director Mansell clarified where the open house will be in Sonoma County. It was responded the open house will be at the Finley Center in Santa Rosa at 6:00 p.m. on May 22nd.

Director Gorin spoke on PDAs and wondered what this plan means for Sonoma County.

Mr. Maloney responded this plan is not a programming document, rather a framework to create transportation funds.

Director Coursey wondered about the characterization of affordable housing going in the right direction, versus wrong direction.

Mr. Maloney responded these characterizations are planning strategies aimed to motivate affordable housing within the PDAs. A range of strategies is needed.

Director Russell voiced concern about the need for quality affordable housing and commented that individuals will leave Sonoma County in search for livable areas.

Director Gurney commented on fixing the affordability issue.

Director Salmon suggested to look at the varying number of bedrooms.

Director Mackenzie highlighted that 820,000 new houses for the Bay Area is forecasted, and spoke that most of the new housing units in the City of Rohnert Park will not be in PDAs.

Director Landman expressed appreciation for the presentation and wondered how increased housing will affect the future market costs.

Director Mansell expressed an interest in exploring values. People are voting values, rather than numbers, and urged that planners should keep in mind, “What is the most exciting, what is bold?”

Mr. Maloney added ABAG is continuously looking for new ways to view documents and, as the planning evolves, think about innovative ways to address the present challenges.

Director Zane commented on the aging population of Sonoma County and emphasized the generational gap.

Director Coursey commented on OBAG funding, and how they incentivize motivation for housing, jobs, and transit, adding there needs to be a look at the funding formulas.

Chairman Rabbitt thanked Mr. Maloney for the presentation, and for the work completed. Chairman Rabbitt provided his comments on the challenges currently faced by the San Francisco Bay Area.

Janet Spilman briefly explained the staff report included in the agenda packet. SCTA shares the values with MTC while maintaining a positive working relationship with both MTC and ABAG on this project. This plan is aspirational for a long term plan.

Ms. Spilman further added commentary to the Plan Bay Area 2040.

Duane DeWitt commented on previous advocacy to identify Roseland as a PDA.

Steve Birdlebough commented on a letter sent to MTC expressing a local interest regarding Highway 37.
4.1.2. **Transit** – coordinated efforts via Short Range Transportation Plans (ACTION)*

Dana Turrey presented on the short range transit plans and coordination efforts documented in the Coordinated Appendix. A presentation was provided to the committee.

Director Agrimonti commented on the number of passengers and the lack of public transportation in the City of Sonoma.

Director Gurney added the lack of connectivity from Sebastopol to SMART.

Director Salmon suggested to consider the success of Sonoma County Transit’s Route 60 and circulator Route 66.

Director Russell reiterated the comments from Directors Agrimonti and Gurney.

Director Gorin expressed interest in a bus connection to SMART, while highlighting the challenge Sonoma Valley commutes face on Highway 37. Efforts has been made with the county to develop circulator busses, and are more effective than believed.

Director Mansell noted in Healdsburg, residents will continue to use vehicles, due to the uncertainty of if or when SMART will provide service.

Sheila Baker, citizen, shared her experience riding Golden Gate Transit and Petaluma Transit. Ms. Baker further commented that vehicles have the priority along the Petaluma Transit Mall.

Director Mackenzie suggested that Golden Gate Transit to present to the SCTA Board meeting and shared his story of being a bus commuter.

4.1.3. **Transit** – presentation on Santa Rosa CityBus (REPORT)*

Beth Kranda, Deputy Director Santa Rosa CityBus, presented on recent activities, specifically highlighting Reimagining CityBus.

Reimagining CityBus will be launching on May 21st. Special highlights include 15-minute frequencies on key corridors and increased two-way service.

4.1.4. **Transit** – presentation on Petaluma Transit (REPORT)

Joe Rye presented on Petaluma Transit’s route changes in anticipation for the launch of SMART.

Steve Birdlebough complemented the work on Reimagining and is looking forward to an integrated service.

4.1.5. **Activities Report** – update on planning activities (REPORT)*

The staff report is included in the agenda packet, and staff is available for questions.

4.2. **SCTA Projects and Programming**

4.2.1. **OBAG2** – fund programming to local projects (ACTION)*

Seana Gause reported on the OBAG call for projects. The proposal presented has been approved by the SCTA TAC committee. Staff is recommending this scenario be recommended.
and approved by the Board.

Vice Mayor Joe Palla spoke on the importance of the Crocker Road Bridge and expressed excitement for the funds to rehabilitate this bridge approved by the Board.

Supervisor Gore, Fourth District, advocated with the City of Cloverdale.

Alisha O’Loughlin, Sonoma County Bicycle Coalition (SCBC), highlighted the top three important projects of interest to SCBC. First, the Highway 101 connector from the City of Santa Rosa; Secondly, the Petaluma Boulevard South road diet; and third, the Bodega Avenue bicycle lanes in Sebastopol. As well, SCBC expresses support for the Safe Routes to School at requested amount.

Director Gurney commented on the roadways which needs to be updated. Staff from the City of Sebastopol were present and available for questions.

Director Mackenzie moved to approve the OBAG fund programming presented, Director Gurney seconded. The motion was adopted unanimously.

Director Mackenzie moved to accept the Transportation Development Act, Article 3 project list, Director Zane seconded. The motion passed unanimously.

4.2.2. Bike/Ped – FY17/18 Transportation Development Act, Article 3 projects (ACTION)*

Dana Turrey reported on projects proposed for the FY 17/18 TDA Article 3 funds.

Director Zane commented on the dangerous conditions bicyclists face every day.

4.2.3. Alternative Modes – FY17/18 Transportation Funds for Clean Air projects (ACTION)*

Dana Turrey reported that SCTA programs 40% of the Transportation Fund for Clean Air, which is available for clean air projects. The proposed project list is included in the agenda packet.

Director Coursey moved to accept the proposed project list for the FY 17/18 Transportation Funds for Clean Air, Director Miller seconded. The motion passed unanimously.

4.2.4. Legislation – update on the Road Maintenance and Rehabilitation Program (SB1) (REPORT)

Suzanne Smith described handouts which were provided to the Board. These handouts describe how Senate Bill 1 tax dollars will be spent.

MTC complied a matrix to clarify the disbursement of funds from Senate Bill 1.

4.2.5. Highways Report – update on State Highway projects (ACTION)

James Cameron emphasized the sound wall project in Petaluma and also described the “Big Pave” groundbreaking for Highway 101 between the Town of Windsor and Geyserville.
A handout was provided to the Board

**B. RCPA Items**

4.3. RCPA Projects and Programming

4.3.1. Activities Report - update on RCPA activities (REPORT)

Lauren Casey spoke on the legislative front regarding climate action efforts. There are two bills in which the RCPA would like to call attention to: Senate Bill 100 (DeLeon) and Senate Bill 775 (Wieckowski).

Staff requested letter of support from the board.

Upon discussion, Director Landman moved to support the letters of support for Senate Bill 100 and Senate Bill 775, Director Salmon second. The motion was passed unanimously.

**C. Joint SCTA/RCPA Items**

4.4. Admin – FY17/18 Preliminary Budgets

4.4.1. Transportation Fund for Clean Air (ACTION)*

Suzanne Smith described the proposed Transportation Budget for Clean Air (TFCA) for Fiscal Year 2017/2018.

Director Argimonti moved to accept the preliminary TFCA budget, Director Russell seconded. The motion passed unanimously.

4.4.2. Measure M (ACTION)*

Suzanne Smith described the proposed Measure M budget for Fiscal Year 2017/2018.

Director Mackenzie moved to accept the preliminary Measure M budget, Director Salmon seconded. The motion passed unanimously.

4.4.3. RCPA operations (ACTION)*

Suzanne Smith described the proposed RCPA operations budget for Fiscal Year 2017/2018, stating that city contributions will stay the same as Fiscal Year 16/17.

Director Agrimonti moved to accept the preliminary RCPA operations budget, Director Mackenzie seconded. The motion passed unanimously.

4.4.4. SCTA operations (ACTION)*

Suzanne Smith described the proposed SCTA operations budget for Fiscal Year 2017/2018, noting there is a 3% increase from city and county partners.

Director Mackenzie moved to accept the preliminary SCTA operations budget for Fiscal Year 2017/2018, Director Coursey seconded. The motion passed unanimously.

4.5. Community Affairs Update – (REPORT)*

The community affairs update is included in the agenda packet.

Director Salmon requested information for funding electric vehicle charging stations.
5. Reports and Announcements

5.1. Executive Committee report
Chairman Rabbitt reported on the executive committee. The committee reviewed the budget items and office move.

5.2. Regional agency reports
Sonoma Clean Power:
N/A

Bay Area Air Quality Management District:
N/A

Bay Conservation & Development Commission:
N/A

MTC:
N/A

SMART:
N/A

Golden Gate Bridge District:
Chairman Rabbitt announced a ceremony for the construction of a suicide barrier on the Golden Gate Bridge.

Director Mackenzie remarked on speaking at the ceremony and recalled a story.

5.3. Advisory Committee Agendas
Included in the agenda packet.

5.4. SCTA/RCPA staff report
Included in the agenda packet.

5.5. Announcements
N/A

6. Adjourn
Meeting adjourned at 5:26 p.m.
Staff Report

To: SCTA Board of Directors
From: Suzanne Smith, Executive Director
Item: 3.2 – Master Funding Agreement between SCTA and MTC through FY27/28
Date: June 12, 2017

**Issue:**
Shall the SCTA approve a Master Funding Agreement with MTC for the period FY17/18 through FY27/28 that will enable MTC to provide funding to the SCTA for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes?

**Background:**
Historically, MTC has had multi-year contracts with the SCTA for planning and programming purposes and then separate agreements whenever SCTA received a grant from MTC for a specific project. MTC is proposing that this arrangement be re-structured and streamlined by the two parties entering into a Master Funding Agreement. Master Funding Agreement lays out the overarching terms and conditions of an agreement but shall have no force and effect with respect to a project unless and until a Supplement has been fully executed by both MTC and SCTA. A Supplement will be related to specific project or program the SCTA is to administer with MTC funding and will include key budget, schedule and scope information. This is a similar approach to that taken by Caltrans and local partners like the SCTA.

The Master Funding Agreement has been reviewed by counsel and found acceptable as to form.

**Policy Impacts:**
The Master Funding Agreement is in keeping with the previous MTC-SCTA contractual relationship just in a slightly different form.

**Fiscal Impacts:**
Entering into this agreement will have no fiscal impact.

**Staff Recommendation:**
Consider approving and authorizing the Executive Director to sign the Master Funding Agreement between SCTA and MTC.
MASTER FUNDING AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

AND

SONOMA COUNTY TRANSPORTATION AUTHORITY

PLANNING, PROGRAMMING, TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS

FOR

FISCAL YEAR 2017-18 through FISCAL YEAR 2027-28
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MASTER FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And SONOMA COUNTY TRANSPORTATION AUTHORITY
For PLANNING, PROGRAMMING, TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS

This Master Funding Agreement, effective as of July 1, 2017 (this “Master Funding Agreement” or “Agreement”), is entered into by and between the Metropolitan Transportation Commission (hereafter "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 et seq., and Sonoma County Transportation Authority (hereafter "AGENCY"). MTC and AGENCY are collectively referred to herein as “the Parties.”

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (“RTPA” - state) for the San Francisco Bay Region; and

WHEREAS, MTC from time to time expects to provide funds available to it as MPO, RTPA or otherwise to AGENCY; and

WHEREAS, it is expected that these funds will be used for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes (the “Project” or “Projects”); and

WHEREAS, the Parties wish to set forth the terms and conditions under which MTC may from time to time provide funding to AGENCY for the period from July 1, 2017 to June 30, 2028; and

WHEREAS, before MTC will make funds available hereunder, MTC and AGENCY will enter into at least one Supplement to this Master Funding Agreement, which must be in substantially the form attached hereto as Exhibit A (each, a “Supplement”) to establish the terms and conditions applicable to AGENCY when receiving funds for the Project;

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 GENERAL
This Master Funding Agreement shall have no force and effect with respect to a Project or any portion thereof unless and until a Supplement has been fully executed by both MTC and
AGENCY governing the relevant Project. Exhibit A, Form of Supplement, is attached hereto and incorporated herein. Each Supplement shall include the following information:

a. A description of the applicable Project scope of work;
b. A maximum payment amount for the applicable Project scope of work;
c. An indication of whether the various clauses attached hereto as Exhibits B-1 through B-7 shall apply to AGENCY’s implementation of the applicable Project scope of work;
d. Any additional covenants, conditions, restrictions or reporting requirements that apply to the applicable Project scope of work or funding source MTC is providing to AGENCY;
e. Identification of the MTC and AGENCY project managers for the applicable Project scope of work;
f. The estimated budget and payment milestones for the applicable Project scope of work; and
g. Any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.

Upon execution by MTC and AGENCY of such a Supplement, AGENCY shall assume the responsibility for implementing the applicable Project scope of work, and MTC will administer funding to AGENCY in accordance with this Agreement, the applicable Supplement, and any other documents incorporated by reference into such Supplement.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Project Manager at AGENCY and Project Manager at MTC, as set forth in the applicable Supplement.

3.0 FUNDING

A. The total compensation to be paid to AGENCY under this Agreement shall be the sum of the amounts of compensation payable to AGENCY as set forth in each Supplement.

B. AGENCY and MTC jointly agree to exert their best efforts to manage each component of the Project in such a way that prevents costs from exceeding the estimated budget set forth in the applicable Supplement.

C. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)
4.0 TERM

This Agreement is in effect from July 1, 2017 to June 30, 2028. This Agreement term may be extended by mutual written agreement.

5.0 PAYMENT

Contingent upon AGENCY’s satisfactory completion of work products or milestones, as applicable, required under the applicable Supplement, AGENCY shall submit invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format and provided no more frequently than prescribed by MTC in the applicable Supplement. In addition, all supporting documentation must accompany expenditures included on AGENCY invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC’s Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should submit invoices electronically via email to MTC at acctpay@mtc.ca.gov or deliver or mail invoices to MTC, as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA, 94105

6.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. The parties agree to cooperate to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY’s failure to complete a product on a timely basis is due to causes solely within AGENCY’s control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

7.0 AMENDMENTS

This Agreement or any Supplement hereto may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the authorized Executive or a designated representative of MTC and AGENCY and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of executing an amendment.
8.0 TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days’ written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed up to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

9.0 USE OF THIRD PARTY CONTRACTS

AGENCY may subcontract or subvene funds to local agencies, consultants or contractors for performance of portions of the work required under this Agreement, without the prior written consent of MTC, provided AGENCY complies with any other applicable requirements of this Agreement and the applicable Supplement hereto, and applicable federal and state requirements.

10.0 INDEMNIFICATION

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

11.0 LAWS AND REGULATIONS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government, and of any agency thereof, including but not limited to the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, as they exist at the time of execution of the Agreement and as they may be amended in the future, which relate to or in any manner affect the performance of this Agreement and any Supplements.

12.0 RECORDS

AGENCY agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three (3) years following final payment to AGENCY, (b) four (4) years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest.
13.0 AUDITS

AGENCY shall permit MTC and MTC’s authorized representatives to have access to AGENCY’s books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 12. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the AGENCY’s contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to AGENCY, and AGENCY shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not AGENCY.

AGENCY further agrees to include in all its subcontracts hereunder exceeding $25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC’s duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. “Subconsultant” is defined in Article 14.0 Subcontracts, below.

14.0 SUBCONTRACTS

A. For purposes of this Agreement, “subconsultant” shall mean any consultant or contractor under contract with the AGENCY to perform Project work. Any subconsultants must be engaged under written contract with AGENCY with provisions allowing AGENCY to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of AGENCY. MTC’s Project Manager shall be notified in writing of any substitution or addition of subconsultants. Further, within thirty (30) days of executing an agreement with a subconsultant, AGENCY shall complete Form 10-C, as may be revised by the Caltrans from time to time, the current version of which is attached hereto as Exhibit C, Form 10-C, and submit it to MTC’s Project Manager. MTC shall not process payment of any invoice under the applicable Supplement relating to work by a subconsultant unless AGENCY shall have submitted to MTC a Form 10-C with respect to its contract with such subconsultant.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve AGENCY of his/her responsibilities and obligations hereunder. AGENCY agrees to be as fully responsible to MTC 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
AGENCY. AGENCY’s obligation to pay its subconsultants is an independent obligation from MTC’s obligation to make payments to AGENCY.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of $25,000 entered into under of this Agreement.

15.0 PROHIBITED INTERESTS

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, AGENCY further covenants that it has made a complete disclosure to MTC of all facts of which AGENCY is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

16.0 ORGANIZATIONAL CONFLICTS OF INTEREST

AGENCY shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed by subconsultants or subcontractors under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC or AGENCY; a firm or person’s objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

AGENCY shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement AGENCY becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, AGENCY shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. AGENCY’s written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with performance of any work hereunder
by a subconsultant or subcontractor, MTC shall similarly notify AGENCY. In the event a conflict is presented, whether disclosed by AGENCY or its subconsultant or subcontractor, or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with AGENCY to determine an appropriate course of action. MTC’s determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject AGENCY or its subconsultant or subcontractor to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

17.0  CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

18.0  PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

19.0  NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

20.0  ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Agreement, any Supplement hereto, or the Exhibits hereto incorporated by reference into such Supplement, the following order of priority shall be used in resolving such conflict: the applicable Supplement shall have first priority, then the Exhibits incorporated into such Supplement, then this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION

SONOMA COUNTY TRANSPORTATION AUTHORITY

Steve Heminger, Executive Director

Suzanne Smith, Executive Director
EXHIBIT A
FORM OF SUPPLEMENT

SUPPLEMENT [insert number] TO MASTER FUNDING AGREEMENT

This Supplement No. ___ to Master Funding Agreement (“Supplement or “Agreement”) is entered into this _______day of _______, 2017, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and [AGENCY] (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated _______, 2017, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed _________ dollars ($_______) in [describe funding source] to AGENCY to fund the [brief description of Project] (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence [date], and be completed no later than _________, 20__.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
☐ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

[Insert any additional covenants, conditions, restrictions or reporting requirements that apply to the Supplement Project scope of work or funding source MTC is providing to AGENCY.]

[Describe/attach any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.]
The MTC Project Manager for the Supplement Project is [name, telephone, email]. The AGENCY Project Manager for the Supplement Project is [name, telephone, email].

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

METROPOLITAN TRANSPORTATION COMMISSION

________________________________________________________________________
Steve Heminger, Executive Director

[AGENCY]

________________________________________________________________________
[Name/Title]
EXHIBIT B-1
ADDITIONAL TERMS AND CONDITIONS (GENERAL)

1. INSURANCE REQUIREMENTS
   AGENCY shall, at its own expense, obtain and maintain (and/or cause its
   subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial
   security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against
   claims, damages and losses due to injuries to persons or damage to property or other losses that
   may arise in connection with the performance of work under such Supplement, and in effect at all
   times for the duration of such Supplement. All policies will be issued by insurers acceptable to
   MTC, generally with a Best’s Rating of A- or better with a Financial Size Category of VIII or
   better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the
   contrary, AGENCY may satisfy the insurance requirements herein utilizing self-insurance
   providing equivalent coverage.

2. CLAIMS OR DISPUTES
   Unless otherwise directed in writing by MTC, AGENCY shall continue performance under
   this Agreement while any matters in dispute are being resolved. Further, MTC shall pay
   AGENCY for any undisputed work performed by AGENCY prior to or during the resolution of
   the matters in dispute. In the event there is a dispute concerning the interpretation of this
   Agreement or any aspect of the Project that the project managers identified by MTC and
   AGENCY are unable to resolve, the project manager for either MTC or AGENCY may request
   that an ad hoc Dispute Resolution Committee (“DRC”) be convened to resolve the dispute. The
   DRC shall consist of two members, one appointed by the MTC Executive Director and the other
   appointed by the Chief Executive Officer of AGENCY. The responsibility of chairing each ad
   hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between
   MTC and AGENCY that cannot be resolved by the DRC may be submitted to alternative dispute
   resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.
EXHIBIT B-2
ADDITIONAL TERMS AND CONDITIONS
FEDERALLY REQUIRED CLAUSES

1. EQUAL EMPLOYMENT OPPORTUNITY
In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. AGENCY agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY
It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC’s procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of the applicable Supplement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of the applicable Supplement or this Agreement, or such other remedy as MTC deems appropriate.

3. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, AGENCY further agrees to comply with the current FTA Circular 4702.1A, “Nondiscrimination Guidelines for FTA Recipients,” the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons.
4. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**


5. **STATE ENERGY CONSERVATION PLAN**

   AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. **ALLOWABILITY OF COSTS**

   AGENCY shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122, or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18, or in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. **LICENSE FOR FEDERAL GOVERNMENT PURPOSES**

   FTA/FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under the applicable Supplement; and (b) any rights of copyright to which MTC or AGENCY purchases ownership under the applicable Supplement.

8. **IDENTIFICATION OF DOCUMENTS**

   All reports and other documents completed as part of the applicable Supplement shall carry the following notation on the front cover or title page:

   "The preparation of this report has been financed in part by grants from the: [select appropriate agency] Federal Transit Administration/Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."
9. RECORDS

AGENCY agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to AGENCY or four (4) years following the fiscal year of the last expenditure under the applicable Supplement, whichever is longer, in accordance with generally accepted accounting principles. Copies of AGENCY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

10. AUDITS

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to AGENCY’s books, records, accounts, and any and all work products, materials, and other data relevant to the applicable Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding $25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

11. FLY AMERICA REQUIREMENTS.

AGENCY agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. AGENCY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign
air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. AGENCY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Supplement or the FTA assisted project for which work is being performed under the applicable Supplement. In addition to other penalties that may be applicable, AGENCY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AGENCY to the extent the Federal Government deems appropriate.

B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AGENCY, to the extent the Federal Government deems appropriate.

C. AGENCY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

13. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and AGENCY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the applicable Supplement or this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTC, AGENCY or any
other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

14. **DEBARMEMENT**

    **This Article is only applicable if the applicable Supplement exceeds $25,000.** AGENCY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

15. **CLEAN AIR AND WATER POLLUTION ACTS**

    **This Article is only applicable if the applicable Supplement exceeds $100,000.** AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

16. **LOBBYING**

    **This Article is only applicable if the applicable Supplement exceeds $100,000.** AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

Attachments:
Attachment A – Federally Required Certifications
CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date ____________________________ (signature of authorized official)

______________________________ (type/print name and title)
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ______________________, hereby certify on behalf of ____________________ that:
(name and title of grantee official) 
(name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _______ day of ______________________, 20__

By:

________________________________________
(signature of authorized official)

________________________________________
(title of authorized official)
EXHIBIT B-3
ADDITIONAL TERMS AND CONDITIONS
STATE REQUIRED CLAUSES

1) Attachment A – Fair Employment Practices Addendum
2) Attachment B – Nondiscrimination Assurances
   a. Appendix A – Clauses to be inserted in every agreement subject to the ACT, as defined in Attachment B of this Exhibit and REGULATIONS, also as defined in Attachment B.
   b. Appendix B – To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein
   c. Appendix C – To be included for subsequent transfer of real property acquired or improved under federal-aid Program
   d. Appendix D – To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program
3) Attachment C – State Department of Transportation Requirements
1. In the performance of the applicable Supplement, AGENCY shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full. Each of the AGENCY’S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the applicable Supplement.

4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of the applicable Supplement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate the applicable Supplement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY’s breach of the applicable Supplement.
EXHIBIT B-3
ATTACHMENT B

NONDISCRIMINATION ASSURANCES

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate the applicable Supplement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in the applicable Supplement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the applicable Supplement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THese ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, subapplicants, transferees, successors in interest and other participants in the federal-aid Highway Program.
APPENDIX A TO ATTACHMENT B (Clauses to be inserted in every agreement subject to ACT and REGULATIONS)

During the performance of the applicable Supplement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

(1) Compliance with Regulations: AGENCY 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 the applicable Supplement.

(2) Nondiscrimination: AGENCY, 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. AGENCY 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.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by AGENCY 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 AGENCY of the AGENCY’s obligations under the applicable Supplement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY’s books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of AGENCY’s noncompliance with the nondiscrimination provisions of the applicable Supplement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: AGENCY 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.
AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B TO ATTACHMENT B

To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein)

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

( Granting Clause)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations 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 AGENCY 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 AGENCY and its successors forever, subject, however, to the covenant, 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 shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, 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 AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended ( ; ) and
(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall 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 deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his 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 covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
APPENDIX D TO ATTACHMENT B  Appendix D – (To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his 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, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or 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 furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
EXHIBIT B-3, ATTACHMENT C
STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Caltrans Non – Discrimination

A. In the performance of work undertaken pursuant to the applicable Supplement, AGENCY shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. AGENCY shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full.

C. Each of AGENCY’s contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. AGENCY shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under the applicable Supplement.

D. AGENCY shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to the applicable Supplement by this reference. Wherever the term “Contractor” appears therein, it shall mean AGENCY.

E. AGENCY shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.
EXHIBIT B-4
ADDITIONAL TERMS AND CONDITIONS
PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
NON FEDERALLY FUNDED AGREEMENTS

AGENCY, its contractor(s) and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 et seq. and Title 8 of the California Code of Regulations Sections 16000 et seq.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement. In particular, AGENCY’s attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). AGENCY’s contractor(s) and all subcontractors, to the extent the work of such contractor(s) and subcontractors under this Agreement are subject to California Labor Code Section 1720 et seq., shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records.
EXHIBIT B-5
ADDITIONAL TERMS AND CONDITIONS
PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
FEDERALLY FUNDED AGREEMENTS

The Additional Federal Clauses Applicable to Public Works included in Attachment A, attached hereto and incorporated herein by this reference, and the Davis-Bacon prevailing wages apply to work performed and/or funded under the applicable Supplement. AGENCY agrees that AGENCY, its contractor(s) and all subcontractors will pay the higher of (i) the applicable wage set forth in Federal Wage Determinations, and (ii) the applicable California prevailing rate. Certified payroll records in the form set forth in the Public Works Payroll Reporting Form, as found at https://www.dol.gov/whd/forms/wh347.pdf, shall be prepared or collected from its contractor(s) and all subconsultant(s) on a weekly basis by the AGENCY. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records. MTC may withhold payment if the certified payrolls to be submitted by AGENCY pursuant to this Exhibit B-5, Prevailing Wage Rates, Apprenticeships, and Payroll Records, are not current.
EXHIBIT B-5, ATTACHMENT A
ADDITIONAL FEDERAL CLAUSES APPLICABLE TO PUBLIC WORKS

1. Buy America
2. Davis-Bacon Act
3. Contract Work Hours and Safety Standards Act
4. Copeland Anti-Kickback Act
5. Prompt Payment of Funds Withheld to Subcontractors
1. **Buy America Requirements**

**Buy America** – Attention is directed to the “Buy America” requirements of the surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements. A Certificate of Compliance shall be furnished for steel and iron materials. The certificates shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed on AGENCY by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. The AGENCY or its contractor(s) shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporation the materials into the work.

**Certification requirement for procurement of steel, iron, or manufactured products.**

The AGENCY hereby certifies that all manufacturing process for steel and iron materials occurred in the United States, except for the above exceptions.

Signature: __________________________
Name and Title: __________________________
Company Name: __________________________
Date: __________________________
2. **DAVIS-BACON ACT**

(a) The AGENCY head shall cause or require its contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The AGENCY’s contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The AGENCY’s contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the AGENCY’s contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The AGENCY’s Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the AGENCY’s contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the AGENCY’s contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the AGENCY’s Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the AGENCY’s contractor does not make payments to a trustee or other third person, the AGENCY’s contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from its contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the AGENCY may, after written notice to its
contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the
suspension of any further payment, advance, or guarantee of funds until such violations have
ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained
by the contractor during the course of the work and preserved for a period of three years
thereafter for all laborers and mechanics working at the site of the work (or under the United
States Housing Act of 1937, or under the Housing Act of 1949, in the construction or
development of the project). Such records shall contain the name, address, and social security
number of each such worker, his or her correct classification, hourly rates of wages paid
(including rates of contributions or costs anticipated for bona fide fringe benefits or cash
equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily
and weekly number of hours worked, deductions made and actual wages paid. Whenever the
Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or
mechanic include the amount of any costs reasonably anticipated in providing benefits under a
plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall
maintain records which show that the commitment to provide such benefits is enforceable, that
the plan or program is financially responsible, and that the plan or program has been
communicated in writing to the laborers or mechanics affected, and records which show the costs
anticipated or the actual cost incurred in providing such benefits. AGENCY’s contractors
employing apprentices or trainees under approved programs shall maintain written evidence of
the registration of apprenticeship programs and certification of trainee programs, the registration
of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable
programs.

(ii)(A) The AGENCY’s contractor shall submit weekly for each week in which any contract
work is performed a copy of all payrolls to the Federal Highway Administration (FHWA and/or
FTA) if the agency is a party to the contract, but if the agency is not such a party, the contractor
will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission
to the FHWA and/or FTA. The payrolls submitted shall set out accurately and completely all of
the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social
security numbers and home addresses shall not be included on weekly transmittals. Instead the
payrolls shall only need to include an individually identifying number for each employee (e.g.,
the last four digits of the employee's social security number). The required weekly payroll
information may be submitted in any form desired. Optional Form WH–347 is available for this
purpose from the Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The AGENCY’s prime
contractor is responsible for the submission of copies of payrolls by all subcontractors.
AGENCY’s contractors and subcontractors shall maintain the full social security number and
current address of each covered worker, and shall provide them upon request to the FHWA
and/or FTA if the agency is a party to the contract, but if the agency is not such a party, the
AGENCY’s contractor will submit them to the applicant, sponsor, or owner, as the case may be,
for transmission to the FHWA and/or FTA, the AGENCY’s contractor, or the Wage and Hour
Division of the Department of Labor for purposes of an investigation or audit of compliance with
prevailing wage requirements. It is not a violation of this section for a AGENCY’s prime
contractor to require a subcontractor to provide addresses and social security numbers to the
prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the AGENCY’s contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The AGENCY’s contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the FHWA and/or the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the AGENCY’s contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the AGENCY’s contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid
not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a AGENCY’s contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the AGENCY’s Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) **Compliance with Copeland Act requirements.** The AGENCY’s contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The AGENCY’s contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FHWA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The AGENCY’s prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.** (i) By entering into this contract, the AGENCY’s contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the AGENCY’s contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(b) **Contract Work Hours and Safety Standards Act.** The AGENCY shall cause or require its contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms **laborers and mechanics** include watchmen and guards.

(1) **Overtime requirements.** No AGENCY contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such AGENCY’s contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated
Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the AGENCY’s contractor or subcontractor under any such AGENCY contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The AGENCY’s contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The AGENCY’s prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the AGENCY shall cause or require the contracting officer to insert a clause requiring that the AGENCY’s contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the AGENCY shall cause or require the AGENCY’s contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the AGENCY’s contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

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3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Contract Work Hours and Safety Standards Act** - (i) The AGENCY’s contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the AGENCY’s contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The AGENCY’s contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

4. **COPELAND ANTI-KICKBACK ACT**

**Compliance with Copeland Act requirements** - The AGENCY’s contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

5. **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The AGENCY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The AGENCY’s prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances.
acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating AGENCY’s prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
EXHIBIT B-6
ADDITIONAL TERMS AND CONDITIONS (REGIONAL TOLL FUNDS INCLUDING RM1, RM2, AND AB 1171)

WHEREAS, Streets and Highways Code (SHC) Sections 30950 et seq. created the Bay Area Toll Authority ("BATA") which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, pursuant to SHC Section 31010(b), funds generated in excess of those needed to meet the toll commitments as specified by paragraph (4) of subdivision (b) of Section 188.5 of the SHC shall be available to BATA for funding projects consistent with SHC Sections 30913 and 30914; and

WHEREAS, MTC adopted Resolution No. 3434, Revised, which establishes commitments of bridge toll funds, including such AB 1171 funds, to specific projects and corridors; and

WHEREAS, on November 8, 1988, voters approved Regional Measure 1 ("RM1"), which authorized a standard auto toll of $1 on the seven state-owned toll bridges in the San Francisco Bay Area to fund various transportation projects within the region; and

WHEREAS, on March 2, 2004, voters approved Regional Measure 2 ("RM2"), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by $1.00 to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM2 established the Regional Traffic Relief Plan and listed specific capital projects and programs and transit operating assistance as eligible to receive RM2 funding as identified in SHC Section 30914(c) and (d). The funding amounts assigned to certain of the programs and projects were subsequently revised by MTC Resolution No. 3801; and

WHEREAS, to the extent the Project is receiving RM2 funding hereunder, SHC Section 30914(c) lists the Project to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates AGENCY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 3636, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 Bridge Toll funding. A copy of MTC Resolution No. 3636 is attached hereto and incorporated herein as Attachment D, MTC Resolution No. 3636; and

WHEREAS, AGENCY submitted one or more allocation requests for RM2, AB 1171, and/or RM1 funding for the Project to which this Exhibit B-6 applies. A copy of the applicable allocation request(s) as well as AGENCY’s resolution(s) approving the allocation request(s) are
attached to the applicable Supplement and incorporated herein as Attachment A, Updated Initial Project Report, and Attachment B, AGENCY Resolution(s), respectively; and

WHEREAS, by the resolution(s) attached to the applicable Supplement and incorporated herein as Attachment A as Attachment C, MTC Resolution(s) Approving Project Request, MTC approved AGENCY’s request(s) for the applicable funds for the applicable Project.

I. AGENCY AGREES

A. AGENCY agrees to perform or caused to be performed the activities described in Attachment A, Updated Initial Project Report. AGENCY will provide all necessary staffing and support resources to complete the Project as described in Attachment A, AGENCY agrees to meet all conditions listed in Attachment C, MTC Resolution(s) Approving Project Request.

B. AGENCY shall provide MTC with annual progress reports on or before each July 31 throughout the term of this Agreement in accordance with the monitoring and reporting requirements specified in MTC Resolution No. 3636.

C. AGENCY shall submit invoices to MTC no less than annually, but may submit invoices as frequently as monthly. In either case, AGENCY shall submit an invoice to MTC within thirty (30) days after the end of each period for which payment is sought covering costs for the Project activities accomplished through the end of such period, not covered by previously submitted invoices. Each invoice shall be supported by the following information: (i.) A brief narrative progress report of the activities accomplished during the invoice period, including the percentage of the contract complete and the percentage of funding expended; (ii.) the costs requested for reimbursement with RM1, RM2 and/or AB 1171 funds, as applicable; (iii.) the total costs expended for the invoice period broken down by type and source of funding; (iv.) the total RM1, RM2 and/or AB 1171 funds, as applicable received as reimbursement to date; (v.) the total costs expended for project name to date broken down by type and source of funding; and (vi.) any additional supporting data in a form and detail required by MTC.

D. AGENCY agrees to spend RM1, RM2 and/or AB 1171 funds, as applicable, at a rate not exceeding the schedule attached to the applicable Supplement and incorporated herein as Attachment E, Reimbursement Schedule.

E. AGENCY shall comply with and shall assure that any AGENCY contractor performing Project work with RM1, RM2 and/or AB 1171 funds, as applicable, received under this Agreement complies with MTC Resolution No. 3636, Revised, as well as the provisions of MTC’s RM2 Policy Guidance contained in Attachment D, MTC Resolution No. 3636, relative to constructing, operating, and maintaining the Project. MTC may update Resolution No. 3636 from time to time. The AGENCY agrees to comply with the most current Resolution that is approved at any given time.

F. AGENCY is responsible for completing the Project within cost, scope and schedule as described in Attachment A, Updated Initial Project Report, as it may be updated from time to
time. Any updates must be approved by AGENCY and MTC in writing before being incorporated into this Agreement.

G. AGENCY certifies that:
   - The Project is consistent with the Regional Transportation Plan (“RTP”).
   - All environmental permits or clearances necessary for the Project have been or will be obtained, and the year of Project funding for the construction phase of the Project has taken into consideration the time necessary to obtain permitting approval for the Project as an operable and useable segment.
   - The Project or portion thereof to be funded under this Agreement will be fully funded upon the execution of the applicable Supplement.
   - AGENCY has reviewed the Project needs and has adequate internal staffing and support resources to deliver and complete the Project within the cost, scope, and schedule set forth in the Initial Project Report, as updated, attached to the applicable Supplement as Attachment A.
   - If applicable to the Project, AGENCY is an eligible sponsor of projects in MTC Resolution No. 3434, Revised.
   - If applicable, AGENCY is authorized to submit an application for RM2 funds for the Project in accordance with SHC Section 30914(c).
   - If applicable, AGENCY is authorized to submit an application for AB 1171 funds for the Project in accordance with SHC Section 31010(b).
   - The Project is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Sections 15000 et seq.), and if relevant, the National Environmental Policy Act (NEPA) (42 USC 4321 et seq.) and the applicable regulations thereunder.
   - There is no legal impediment to AGENCY making allocation requests for RM1, RM2 and/or AB 1171 funds, as applicable.
   - There is no pending or threatened litigation which might in any way adversely affect the Project or the ability of AGENCY to deliver such Project.

H. In addition to AGENCY’s commitment under Article 10, INDEMNIFICATION, of the Master Funding Agreement, AGENCY agrees at its own cost, expense, and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, representatives, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM1, RM2 and/or AB 1171 funds, as applicable, as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

I. If any revenues or profits from any non-governmental use of the Project are collected by AGENCY, those revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or maintenance and operational costs, otherwise MTC is entitled to a proportionate share equal to
MTC’s percentage participation in the Project. MTC’s percentage participation shall equal the amount of funds allocated to Project, divided by the total Project budget as shown in Attachment E, Reimbursement Schedule, as updated from time to time, as such amount may be adjusted to reflect total project costs.

J. Project assets purchased by AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, including facilities and equipment, shall be used for the intended public transportation uses and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for their useful life, MTC shall be entitled to a present day value refund or credit (at MTC’s option) based on MTC’s share of the fair market value of the facilities and equipment at the time the public transportation uses ceased, which sum shall be paid back to MTC in the same proportion that RM1, RM2 and/or AB 1171 funds, as applicable, were originally used.

K. AGENCY shall post on both ends of the Project construction site(s), unless prohibited by the site owner if such owner is not the AGENCY, at least two signs visible to the public stating that the Project is funded with RM1, RM2 and/or AB 1171 funds, as applicable.

L. AGENCY’s City Manager, General Manager, Executive Director, Chief Executive Officer, or equivalent officer, or designee, is delegated the authority to make non-substantive changes or minor amendments to the initial project report as he/she deems appropriate; otherwise, Article 7, AMENDMENTS, of this Agreement applies.

M. AGENCY agrees to comply with the provisions of MTC Resolution No. 3636, Revised, and the MTC Resolutions set forth in Attachment C, MTC Resolution(s) Approving Project Request.

II. MTC AGREES

A. MTC agrees to provide AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, within the allocation amounts in Attachment C, MTC Resolution(s) Approving Project Request and as restated in the relevant Supplement for the purpose of funding the Project as described in Attachment A.

The entire funding amount is available for reimbursement based on the schedule included in Attachment E, Reimbursement Schedule, to the applicable Supplement. In addition, if applicable, MTC agrees to support AGENCY’s allocation request from the State according to the Allocation Request Schedule provided in Attachment F to the applicable Supplement.
In the event AGENCY does not use all RM1, RM2 and/or AB 1171 funds, as applicable, made available in a given fiscal year, those unused amounts will be available for reimbursement in subsequent year(s) for the duration of this Agreement.

III. IT IS MUTUALLY AGREED

A. MTC may terminate the applicable Supplement, in its sole discretion, for any force majeure event, including but not limited to any earthquake, flood or other natural disaster, any epidemic, blockade, rebellion, war, act of sabotage or civil commotion, fire, explosion or strike, or prolonged economic conditions affecting the ability of the Bay Area Toll Authority to make payments to bond holders who shall in all circumstances have priority to payment of funds, if such event (i) irrecoverably disrupts or renders impossible AGENCY’s performance hereunder; or (ii) disrupts MTC’s ability to make payments hereunder. If MTC so terminates the applicable Supplement, AGENCY will be entitled to payment for non-recoverable Project costs incurred prior to the date of such termination, including but not limited to any amounts AGENCY owes to the owner of the Project construction sites, if such owner is not AGENCY, up to the maximum amount payable under this Agreement.

B. If AGENCY fails to perform as specified in this Agreement and the applicable Supplement, MTC may terminate the applicable Supplement or this Agreement for cause. Termination shall be effected by serving a sixty (60) day advance written notice of termination on AGENCY, setting forth the manner in which AGENCY is in default. If AGENCY does not cure the breach or describe to MTC’s satisfaction a plan for curing the breach within the sixty (60) day period, MTC may terminate this Agreement or the applicable Supplement for cause. In the event of such termination for cause, AGENCY will be entitled only to those costs incurred for already completed Project work, not to exceed the maximum amount payable under this Agreement for such Project work, however, in no event shall MTC be required to reimburse AGENCY for any costs incurred for work causing or contributing to the default.

C. If the Project is cancelled, suspended indefinitely, or otherwise not completed for any reason, AGENCY shall repay MTC any RM1, RM2 and/or AB 1171 funds, as applicable, expended that exceed MTC’s proportionate share of eligible costs for the Project.

D. Upon completion of the Project, AGENCY will properly account for all Project costs incurred.

E. The applicable Supplement shall terminate upon closeout of the PROJECT in accordance with Policies and Procedures in MTC Resolution No. 3636, Revised, or on the termination date, if any, set forth in the Supplement, whichever is sooner.

F. The terms and conditions of this Agreement include the following and each is incorporated by reference herein as if fully set forth herein.

Attachment A – Updated Initial Project Report (Allocation Request)
Attachment B – AGENCY Resolution(s)
Attachment C – MTC Resolution(s) Approving Project Request(s)
Attachment D – MTC Resolution No. 3636, Revised
Attachment E – Reimbursement Schedule
Attachment F – Allocation Request Schedule
EXHIBIT B-7
ADDITIONAL TERMS AND CONDITIONS (REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)

1. TERMINATION
   Notwithstanding Article 8.0, TERMINATION in the Master Funding Agreement, MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, AGENCY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If AGENCY fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and AGENCY shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

2. RETENTION OF RECORDS
   AGENCY agrees to establish and maintain an accounting system confirming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to AGENCY or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of AGENCY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

3. AUDITS
   Notwithstanding Article 13.0, AUDITS in the Master Funding Agreement, AGENCY agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to AGENCY’s books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.
   AGENCY further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term “contract” as used in this clause excludes agreements not exceeding $25,000.
4. LICENSE TO WORK PRODUCTS

AGENCY hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products (“Work Products”) developed, prepared, or assembled by AGENCY or AGENCY’s consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of AGENCY or AGENCY’s consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which AGENCY or AGENCY’s consultant(s) or subconsultants purchase ownership under this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, AGENCY agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC’s procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

8. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

9. **STATE ENERGY CONSERVATION PLAN**
   AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

10. **DEBARMENT**
    AGENCY certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

11. **CLEAN AIR AND WATER POLLUTION ACTS**
    AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. **LOBBYING**
    AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

13. **INDEMNIFICATION**
    Notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement AGENCY shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and AGENCY agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

14. **COMPLIANCE WITH LAWS**
    AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as an AGENCY of federal or state funds are hereby in turn imposed on AGENCY (including, but not limited to, 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”), and are herein incorporated by this reference and made a part hereof.
    AGENCY contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, AGENCY certifies that the AGENCY and its
contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 et seq. and with the State Environmental Impact Report Guidelines (14 California Code of Regulators Section 15000 et seq.) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 et seq. and the applicable regulations thereunder.

15. IDENTIFICATION OF DOCUMENTS

AGENCY shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

“The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.”
EXHIBIT C
FORM 10-C
EXHIBIT 10-C CONSULTANT CONTRACT REVIEWERS CHECKLIST

Date: ______________

Agency Name: ____________________________________________

Federal or State Project Number: ____________________________

Local Agency Contract Number: _____________________________

Project Location: _________________________________________

Consultant Name: _________________________________________

Contract Begin and End Dates: _____________ to _____________

Contract Max Dollar Amount: $ ________________

I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW

<table>
<thead>
<tr>
<th>A. Description of need for consultant</th>
<th>Project File Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Request For Proposal (RFP), or Request For Qualification (RFQ) documents</td>
<td>Tab No.</td>
</tr>
<tr>
<td>C. Records of Publication for RFP or RFQ</td>
<td>YES</td>
</tr>
<tr>
<td>D. DBE Utilization Goal Setting (Exhibit 10-I)</td>
<td>YES</td>
</tr>
<tr>
<td>E. Records of Response to Solicitation</td>
<td>YES</td>
</tr>
<tr>
<td>F. Independent cost estimates - documented</td>
<td>YES</td>
</tr>
<tr>
<td>G. Conflict of Interest and Confidentiality statement of panel members (Exhibit 10-T)</td>
<td>YES</td>
</tr>
<tr>
<td>H. Evaluation criteria and Weights (Exhibit 10-B)</td>
<td>YES</td>
</tr>
<tr>
<td>I. Documentation of consultant selection (retain all original score sheets and final rankings)</td>
<td>YES</td>
</tr>
<tr>
<td>J. Plan to monitor work (Designated Contract Administrator)</td>
<td>YES</td>
</tr>
<tr>
<td>K. Audit and Review documents (Exhibit 10-K for contracts over $150,000, and Exhibit 10-A for contracts over $1M, or past audits)</td>
<td>YES</td>
</tr>
</tbody>
</table>
II. CONSULTANT CONTRACT APPROVAL CHECKLIST (See Exhibit 10-R A&E Sample Contract Language)

For contracts over $1M, document the resolution of all identified deficiencies in A&E Conformance Review Letter and obtain Caltrans DLAE concurrence.

A. Introduction (See Exhibit 10-R, Article I)

1. Date of Contract □ YES □ NO
2. Names, Address and Identifying Data of Agreeing Parties
3. Location and Description of Project
4. Name of Local Agency Contract Administrator
5. Name of Consultant Project Manager

B. Contract

1. Statement of Work (See Exhibit 10-R, Article II)
   Include description of work to be done by Consultant, including deliverables and delivery schedules, standards for design and other work, quality control measures, acceptance criteria, meetings and site visits, and professional license requirements. Each phase of the work should be described in detail, including engineering studies, preliminary and final design, environmental analysis and clearance documents (NEPA/CEQA), right of way, surveys, landscape architecture, geotechnical investigation, design support during construction, and construction management. This section should also include the description of work to be done by the local agency.

2. Consultant’s Reports or Meetings (See Exhibit 10-R, Article III)

3. Mandatory Fiscal and Federal provisions (See Exhibit 10-R) □ YES □ NO
   1. Performance Period (begin and end date) (Article IV)
   2. Allowable Costs and Payments (Article V)
   3. Termination (Article VI)
   4. Cost Principles and Administrative Requirements (Article VII)
   5. Retention of Records/Audit (Article VIII)
   6. Audit Review Procedures (Article IX)
   7. Subcontracting (Article X)
   8. Equipment Purchase (Article XI)
   9. State Prevailing Wage Rates (Article XII)
   10. Conflict of Interest (Article XIII)
   11. Rebates, Kickbacks or other Unlawful Consideration (Article XIV)
   12. Prohibition of Expenditure of State or Federal Funds for Lobbying (Article XV)
   13. Statement of Compliance (Article XVI)
   14. Debarment and Suspension Certification (Article XVII)
4. **Miscellaneous Provisions (See Exhibit 10-R)**

1. Funding Requirements (Article XVIII)
2. Change in Terms (Article XIX)
3. Disadvantaged Business Enterprises (DBE) Participation (Article XX)
4. Contingent Fee (Article XXI)
5. Disputes (Article XXII)
6. Inspection of Work (Article XXIII)
7. Safety (Article XXIV)
8. Insurance (Article XXV)
9. Ownership of Data (Article XXVI)
10. Claims Filed by LOCAL AGENCY’s Construction Contractor (Article XXVII)
11. Confidentiality of Data (Article XXVIII)
12. National Labor Relations Board Certification (Article XXIX)
13. Evaluation of Consultant (Article XXX)
14. Retention of Funds (Article XXXI)
15. Notification (Article XXXII)
16. Contract (Article XXXIII)
17. Signatures (Article XXXIV)

List any provision that is not included in contract and reason for non-inclusion.

---

C. **All findings in the Conformance Review Letter (for contracts over $1M only) have been resolved, and a copy retained in project/contract file**

   - [ ] YES  
   - [ ] NO

D. **Record of cost/profit negotiations**

   - [ ] YES  
   - [ ] NO

E. **DBE Commitment (Exhibit 10-O1 and 10-O2), or GFE**

   - [ ] YES  
   - [ ] NO

F. **Signatures**

   - [ ] YES  
   - [ ] NO

G. **Cost Proposal** – Final Cost proposal to be incorporated into contract

   - [ ] YES  
   - [ ] NO

---

**Local Agency Contract Administrator**

**Date**

---

**Distribution:**
1. Copy – Caltrans DLAE within 30 days of Contract Award
2. Original copy for the Local Agency Project File

---

**LPP 15-01**

January 14, 2015
Staff Report

To:         SCTA Board of Directors

From:       Suzanne Smith, Executive Director

Item:       3.3 – Supplement 1 to Master Funding Agreement with MTC for planning and programming activities

Date:       June 12, 2017

Issue:
Shall the SCTA approve Supplement 1 to Master Funding Agreement with MTC for planning and programming activities for the period FY17/18 through FY21/22 in the amount of $3.822M?

Background:
The SCTA is eligible to receive federal STP funds through MTC based on a contractual arrangement that includes a specific scope of work related to regional activities plus an additional scope of work with tasks related to transportation and land use planning including the maintenance of the travel demand model and Sustainable Communities Strategy work. The SCTA remains eligible for the funds as long as it maintains a planning and programming function. This source is critical to fund staff and agency operations and is part of the funding in the One Bay Area Grant cycle two process.

In prior funding cycles MTC has issued a separate contract to the SCTA for regional planning and programming. This Supplement 1 to the Master Funding Agreement is the first time the new contractual structure will be utilized.

Supplement 1 has been reviewed by counsel and found acceptable as to form.

Policy Impacts:
This agreement is in keeping with past action by SCTA to enter into agreements with MTC for funding of certain tasks.

Fiscal Impacts:
Supplement 1 will provide $3.822M in funding to the SCTA over the term of the contract. These funds are used for staffing and related activities for work on planning, programming and regional engagement.

Staff Recommendation:
Consider approving and authorizing the Executive Director to sign the Supplement 1 to the Master Funding Agreement between SCTA and MTC.
EXHIBIT A
FORM OF SUPPLEMENT

SUPPLEMENT 1 TO MASTER FUNDING AGREEMENT

This Supplement No. 1 to Master Funding Agreement (“Supplement or “Agreement”) is entered into this 1st day of July, 2017, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and the Sonoma County Transportation Authority (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated July 1, 2017, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed three million eight hundred twenty two thousand dollars ($3,822,000) in federal Surface Transportation Program (STP) funds to AGENCY to fund Planning and Programming Activities (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment provisions for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones, deliverables, or provisions described in Annex II hereto.

The Supplement Project work will commence July 1, 2017, and be completed no later than June 30, 2022.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Project Manager for the Supplement Project is Kenneth Kao, (415) 778-6768, kkao@mtc.ca.gov. The AGENCY Project Manager for the Supplement Project is Janet Spilman, (707) 565-5373, janet.spilman@scta.ca.gov.
This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

METROPOLITAN TRANSPORTATION COMMISSION

Steve Heminger, Executive Director

SONOMA COUNTY TRANSPORTATION AUTHORITY

Suzanne Smith, Executive Director
ANNEX I: SCOPE OF WORK

MTC/CMA PLANNING AND PROGRAMMING AGREEMENT

CONGESTION MANAGEMENT AGENCY / SUBSTITUTE AGENCY

PLANNING AND PROGRAMMING

DETAILED SCOPE FOR TASKS AND PRODUCTS

Project Title
Planning and Programming Activities

Project Manager(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Spilman</td>
<td>AGENCY</td>
</tr>
<tr>
<td>Kenneth Kao</td>
<td>MTC</td>
</tr>
</tbody>
</table>

Overview & Description
The AGENCY shall conduct specific planning and programming activities to assist MTC in meeting the requirements of federal legislation and related State and regional planning and programming policies and guidelines.

Fiscal Management
Pursuant to this Supplement and subject to annual federal appropriations and/or obligation of funding, MTC agrees to pass through an amount not to exceed three million eight hundred twenty two thousand dollars ($3,822,000) in federal Surface Transportation Program (STP) funds in FY 2017-18 through FY 2021-22 to AGENCY to fund the project. The AGENCY shall not incur expenses of federal STP funds until after the effective date of the Notice to Proceed (NTP) by MTC. A NTP will be issued for each fiscal year, issuance of which is subject to MTC’s receipt of federal funding.

Objectives
Funding is conditioned on the AGENCY working cooperatively with MTC and the other regional agencies to implement our respective work programs. Key objectives are:
- To implement the One Bay Area Grant (OBAG) programs 1 and 2 as per MTC Resolution 4035 and 4202 within the county;
- To promote successful program and project delivery and monitoring within the county for all transportation funds;
- To establish a land use and travel forecasting process and set of procedures that is consistent with those of the Association of Bay Area Governments (ABAG) and MTC, or develop appropriate alternative analytical approaches in cooperation with MTC;
- To support other regional planning and programming efforts, including the Community-Based Transportation Planning (CBTP), Lifeline Transportation Program (LTP) and the Regional PDA Planning Program;
To assist in the development of the Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) and the Regional Transportation Plan (RTP)/ Sustainable Communities Strategy (SCS) through countywide planning efforts;

To support the implementation of the Bay Area Coordinated Public Transit-Human Services Plan (Coordinated Plan);

To develop and update a PDA Investment and Growth Strategy facilitating a transportation project priority setting process for OBAG 2 funding that supports and encourages development in the region’s PDAs as detailed in MTC Resolution 4202 and Attachments; and

To engage in public participation as detailed in the MTC Public Participation Plan and MTC Resolution 4202, and Attachments.

Previous and Ongoing Work

Project shall be consistent with previous and ongoing work, including:

- County level Congestion Management Programs (CMPs), Countywide Transportation Plans, and affiliated Capital Improvement Programs (CIPs)
- Corridor Management Plans, corridor studies and related planning activities
- Project delivery and monitoring, program implementation
- Coordinated land use and travel forecasting
- Completing/updating CBTPs (additional guidelines to be provided by MTC in late 2017), tracking status of CBTP-identified projects and programs; and programming and reporting on the CBTP and LTP
- Assistance for the Regional Transportation Plan through development of detailed information about project proposals, as needed for regional analysis and requirements, and other data requests related to land use and transportation forecasting.

Key Tasks and Related Ongoing Products

Consistent with the region’s long-term goals and objectives as established in the Regional Transportation Plan (RTP) / Sustainable Community Strategy (SCS) and requirements of SB 375 and AB 32, and policies adopted by MTC to implement that Plan, and based on a public involvement process that includes the cities, transit operators and users, bicycle, pedestrian and community organizations, AGENCY shall conduct the following tasks.

Task 1. Implement the One Bay Area Grant (OBAG) Program in the county

Carry out OBAG responsibilities as established in MTC Resolution 4202, and detailed in Appendix A to Attachment A in this agreement.

Task 2. Project Monitoring and Delivery

- Implement project monitoring and delivery oversight for the OBAG programs, MTC discretionary programs and other MTC funding programs within the county.
- Work with Caltrans Local Assistance, MTC and local jurisdictions in the monitoring and delivery of all federal-aid local projects within the county using funds administered by the Federal Highway Administration (FHWA). Establish and maintain county-wide processes and procedures ensuring State Transportation Improvement Program (STIP), Active Transportation Program (ATP), Surface Transportation Block Grant Program
(STP), Congestion Mitigation and Air Quality Improvement (CMAQ), Highway Safety Improvement Program (HSIP), Local Highway Bridge Program (LHBP) funds and other FHWA-administered funds for all local projects within the county, are used within federal state and regional timely use of funds deadlines.

- Assist local project sponsors to deliver effective projects and meet important project delivery deadlines, including FHWA, CTC and MTC deadlines and to program projects in the federal TIP, consistent with MTC Resolution No. 3606, Revised.
- For projects selected by AGENCY for the STP/CMAQ/OBAG programs, monitor and report on project sponsors completion of program requirements including, submittal of Highway Performance Monitoring System (HPMS) data, submittal of annual housing reports, and projects/programs identified in CBTPs.
- For local project sponsors with continued challenges in delivering federal-aid projects and meeting established funding deadlines, facilitate agency consultation meetings and prepare and maintain project delivery status reports of the agency’s active projects using FHWA-administered funds, tracking estimated and actual critical delivery milestone dates, including but not limited to the following: TIP approval, Caltrans field review, environmental clearance, Request For Authorization (RFA) for each phase, CTC allocation (as applicable), FHWA obligation/authorization (E-76), advertise, award, project completion (open for use), and project close out.
- Assist in development of the Annual Obligation Plan by submitting projects selected by AGENCY for the STIP/STP/CMAQ/OBAG programs that are ready for delivery, ensuring projects can meet the required deadlines by confirming milestone dates such as completion of field review and environmental clearance status. Prepare regular project monitoring status reports, and provide to MTC and the Partnership Working Group(s) at least quarterly (monthly two months prior and two months following the regional obligation deadline).

**Task 3. Travel Forecast Model Requirements**

Establish a land use and travel forecasting process and set of procedures that are consistent with that of ABAG / MTC. Complete the CMP Modeling Consistency Checklist in cooperation with MTC and in a timely manner, pursuant to the CMP Guidance and MTC staff direction. Monitor or estimate funds spent in the previous fiscal year on activities directly supporting analytical planning activities, including travel/land use model staff and consultant fees, travel/land use model development (including data collection efforts intended to support model development), and travel/land use model application (including hardware and software costs).

- If AGENCY does not engage in land use and travel forecasting/modeling, confer with MTC modeling staff to develop an appropriate process for evaluating plans and projects.
- If AGENCY does engage in land use and travel forecasting/modeling, AGENCY shall share travel model inputs with MTC staff on a biennial basis. Travel model inputs include highway and transit network attributes.

**Task 4. Support Other Regional Planning and Programming Efforts**

- Serve as lead agency, oversee project management and provide planning support for the Lifeline Transportation Program and Community-Based Transportation Planning (CBTP) within the county. Ensure that CBTPs are updated every five years. Maintain and track
projects and programs identified by CBTPs, and include updates in the Countywide Transportation Plans.

- Support the implementation of regional customer service projects, including Clipper®, 511® Traveler Information and the Regional Rideshare Program, and assist in coordinating these projects and programs within the county. In the absence of a county mobility manager, coordinate with transit operators to ensure that paratransit and other mobility services for seniors, people with disabilities and low-income populations is integrated into the 511 system.
- Support the implementation of mobility management in the county, a key priority identified by the Coordinated Plan.
- Engage in other planning such as corridor studies or local PDA planning efforts funded through the Regional PDA Planning Program, as needed, consistent with the region’s long-term goals and objectives.

Task 5. Develop Short and Long-Range Countywide Transportation Priorities to Support Regional Planning and Programming Efforts

- Update Countywide Plan, CMP and/or CIP with a list of fiscally-constrained transportation projects to assist regional agencies with development of the TIP/RTIP/STIP and the RTP/SCS and other long-range regional transportation planning processes.
- For county priorities, provide and update project information such as project limits, capacity impacts, cost, funding, and schedule at least every 24 months and in advance of the RTP/SCS.
- Participate in the regional technical assistance committees as needed for development of air quality improvement and emissions reduction strategies and analysis.

Task 6. General Tasks

- Serve as a facilitator and liaison for county, city, and transit interests, and as a conduit for MTC and ABAG for work with local jurisdictions, addressing federal and State requirements, assisting in corridor studies, disseminate information to local agencies on funding sources and requirements, regional programs, collecting data for MTC purposes, etc.
- Participate in the Bay Area Partnership Board, committees, and working groups.
- Assist MTC in evaluating, implementing and disseminating technical planning tools.

Task 7. Public Involvement and Outreach

- Lead a public outreach process for the administration of OBAG, as detailed in MTC Resolution 4202, Attachment A, Appendix A-7: One Bay Area Grant County Program Outreach to select OBAG projects for funding, as attached herein as Appendix A to Attachment A.
- Develop and implement appropriate public outreach processes for other planning and programming activities to satisfy Federal and State requirements, as necessary.
- Ensure the public involvement process provides underserved communities access to the planning and project submittal process, in compliance with Title VI of the Civil Rights Act of 1964.
<table>
<thead>
<tr>
<th>Products/Deliverables/Tasks</th>
<th>Delivery Date(s) *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit PDA Investment &amp; Growth Strategy</td>
<td>June 2016 – May 2017;</td>
</tr>
<tr>
<td></td>
<td>June 2020 – May 2021</td>
</tr>
<tr>
<td>Monitor Implementation of local Complete Streets Policies and Strategies</td>
<td>Ongoing</td>
</tr>
<tr>
<td>PDA Investment &amp; Growth Strategy Presentations</td>
<td>Summer/Fall 2017; 2021</td>
</tr>
<tr>
<td>Ensure the public involvement process provides underserved communities access to the project submittal process</td>
<td>Annually</td>
</tr>
<tr>
<td>Amended PDA Investment &amp; Growth Strategy to incorporate follow-up to local housing production and policies</td>
<td>May 2018, May 2022</td>
</tr>
<tr>
<td>Annual progress report on PDA Investment &amp; Growth Strategy, including status of jurisdictions’ progress on development/adoption of housing elements and complete streets policies</td>
<td>May 2018, Ongoing</td>
</tr>
<tr>
<td>CMP Modeling Consistency Checklist, pursuant to the CMP Guidance and MTC staff direction</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Submit status reports for projects and programs identified in CBTPs (including those fully or partially funded through the Lifeline Transportation Program)</td>
<td>Bi-Annually</td>
</tr>
<tr>
<td>Complete and adopt CBTPs for each COC identified in 2016 in the county. Update CBTPs that are no longer current (were not adopted or updated in the last 5 years).</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Submit status report on CBTP Plans and projects/programs identified in the CBTPs (“completed”, “adopted”, “under development”, or “to be updated”).</td>
<td>Bi-Annually</td>
</tr>
<tr>
<td>Oversight/assistance for program/project delivery</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Biennial data share of travel model inputs.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Detailed information about projects and programs as specified by MTC for the regional planning process</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Support for regional programs and customer service projects</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Develop countywide transportation priorities consistent with regional long range vision and requirements</td>
<td>As needed</td>
</tr>
<tr>
<td>Submit FHWA federal-aid local projects selected by AGENCY for inclusion in annual obligation plan</td>
<td>Annually</td>
</tr>
<tr>
<td>Prepare and submit regular project delivery/monitoring status reports for FHWA federal-aid local projects within county.</td>
<td>Monthly/Quarterly</td>
</tr>
<tr>
<td>Additional support for planning, programming, and monitoring activities</td>
<td>Ongoing as needed</td>
</tr>
</tbody>
</table>

* Dates may be changed by mutual agreement of MTC and the CMA/substitute agency
**Reporting Requirements**

Describe any additional covenants, conditions, restrictions or reporting requirements that apply to the project scope of work or funding source MTC is providing to AGENCY.

AGENCY must provide summary of work accomplished with each invoice submitted, and how activities achieve the tasks outlined in this Annex. Additional invoicing requirements are listed in Annex II.

**Additional Terms and Conditions**

Describe/attach any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.

This agreement is only for activities as described above and in support of the RTP and regional programming. Any non-planning work related to the implementation of a specific project leading to construction is not reimbursable under this agreement.

Refer to MTC Resolution No. 3606, Revised, for the most current Regional Project Delivery Policies and Procedures.

Refer to MTC Resolution No. 4202, Revised, for the most current programming approvals for these funds. Refer to Caltrans documentation regarding eligible reimbursable activities and guidelines, including the Local Assistance Procedures Manual (http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm) and Local Assistance Program Guidelines (http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm).
APPENDIX A TO ATTACHMENT A
One Bay Area Grant County Program Outreach as per MTC Resolution 4202 Appendix A-7

The Metropolitan Transportation Commission (MTC) delegates authority for the county program project selection to the nine Bay Area Congestion Management Agencies (CMAs). The existing relationships the CMAs have with local jurisdictions, elected officials, transit agencies, community organizations and stakeholders, and members of the public within their respective counties make them best suited for this role. As one of the requirements for distributing federal transportation funding, MTC expects the CMAs to plan and execute an effective public outreach and local engagement process during development of the PDA Investment and Growth Strategy and the solicitation and project selection for the OBAG 2 program. CMAs also serve as the main point of contact for local sponsoring agencies and members of the public submitting projects for consideration for inclusion in the Transportation Improvement Program (TIP).

To comply with federal regulations, the CMAs must conduct a transparent process for the Call for Projects, and include the following activities:

1. Public Involvement and Outreach

*Conduct countywide outreach to stakeholders and the public to solicit project ideas.* CMAs are expected to implement their public outreach efforts in a manner consistent with MTC’s Public Participation Plan (MTC Resolution No. 4174), which can be found at [http://mtc.ca.gov/about-mtc/public-participation/public-participation-plan](http://mtc.ca.gov/about-mtc/public-participation/public-participation-plan). CMAs are expected at a minimum to:

- Execute effective and meaningful local engagement efforts during the call for projects by working closely with local jurisdictions, elected officials, transit agencies, community-based organizations, and the public through the project solicitation process;
- Explain the local call for projects process, informing stakeholders and the public about the opportunities for public comments on project ideas and when decisions are to be made on the list of projects to be submitted to MTC;
- Hold public meetings and/or workshops at times that are conducive to public participation to solicit public input on project ideas to submit;
- Post notices of public meetings and hearing(s) on their agency website; include information on how to request language translation for individuals with limited English proficiency. If agency protocol has not been established, please refer to MTC’s Plan for Assisting Limited English Proficient Populations at [http://mtc.ca.gov/about-mtc/public-participation/get-language-assistance](http://mtc.ca.gov/about-mtc/public-participation/get-language-assistance);
- Offer language translations and accommodations for people with disabilities, if requested at least three days in advance of the meeting; and
- Hold public meetings in central locations that are accessible for people with disabilities and by public transit.

*Document the outreach effort undertaken for the local call for projects.* CMAs are to provide MTC with a:

- Description of how the public was involved in the process for nominating and/or commenting on projects selected for OBAG 2 funding.

2. Agency Coordination
• **Work closely with local jurisdictions, transit agencies, MTC, Caltrans, federally recognized tribal governments, and stakeholders to identify projects for consideration in the OBAG 2 Program.** CMAs will assist with agency coordination by:
  o Communicating this call for projects guidance to local jurisdictions, transit agencies, federally recognized tribal governments, and other stakeholders.
  o Documenting the steps taken to engage the above-listed organizations.

3. **Title VI Responsibilities**

• **Ensure the public involvement process provides underserved communities access to the project submittal process in compliance with Title VI of the Civil Rights Act of 1964.**
  o Assist community-based organizations, communities of concern, and any other underserved community interested in having projects submitted for funding.
  o Remove barriers for persons with limited-English proficiency to have access to the project submittal process.
  o Document the steps taken to engage underserved communities.
  o Additional resources are available at:
    ii. [http://www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html#TitleVI](http://www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html#TitleVI)
    iii. [http://www.mtc.ca.gov/get_involved/rights/index.htm](http://www.mtc.ca.gov/get_involved/rights/index.htm)
Appendix B to Attachment A: PDA Investment & Growth Strategy - One Bay Area Grant

PDA Investment and Growth Strategy as per MTC Resolution 4202 Appendix A-8

The purpose of a PDA Investment & Growth Strategy is to ensure that CMAs have a transportation project priority-setting process for OBAG 2 funding that supports and encourages development in the region’s PDAs, recognizing that the diversity of PDAs will require a range of different strategies. Some of the planning activities noted below may be appropriate for CMAs to consider for jurisdictions or areas not currently designated as PDAs if those areas are still considering future housing and job growth. Regional agencies will provide support, as needed, for the PDA Investment & Growth Strategies. From time to time, MTC shall consult with the CMAs to evaluate progress on the PDA Investment and Growth Strategy. This consultation may result in specific work elements shifting among MTC, ABAG and the CMAs. Significant modifications to the scope of activities may be formalized through future revisions to this resolution. The following are activities CMAs need to undertake in order to develop a project priority-setting process:

(1) **Engaging Regional/Local Agencies**
- Develop or continue a process to regularly engage local planners and public works staff. Understand the needs of both groups and share information with MTC and ABAG.
- Encourage community participation throughout the development of the Investment and Growth Strategy, consistent with the OBAG 2 Call for Projects Guidance (Appendix A-7).
- The CMA governing boards must adopt the final Investment & Growth Strategy.
- Participate as a TAC member in local jurisdiction planning processes funded through the regional PDA Planning Program or as requested by jurisdictions. Partner with MTC and ABAG staff to ensure that regional policies are addressed in PDA plans. Look for opportunities to support planning processes with technical or financial assistance.

(2) **Planning Objectives** – to Inform Project Priorities
- Keep apprised of ongoing transportation and land-use planning efforts throughout the county
- Encourage local agencies to quantify transportation infrastructure needs and costs as part of their planning processes
- Encourage and support local jurisdictions in meeting their housing objectives established through their adopted Housing Elements and RHNA.

The second round of PDA Investment & Growth Strategies will assess local jurisdiction success approving sufficient housing at all income levels. They will also, where appropriate, assist local jurisdictions in implementing local policy changes to facilitate achieving these goals1. The locally crafted policies should be targeted to the specific circumstances of each PDA. For example, if the PDA currently has few moderate- or low-income households, any recommend policy

1 Such as inclusionary housing requirements, city-sponsored land-banking for affordable housing production, “just cause eviction” policies, policies or investments that preserve existing deed-restricted or “naturally” affordable housing, condo conversion ordinances that support stability and preserve affordable housing, etc.
changes should be aimed at promoting affordable housing. If the PDA currently is mostly low-income housing, any needed policy changes should be aimed at community stabilization.

MTC and ABAG staff will distribute a technical memo to guide this task by October 1, 2016, including data to identify jurisdictions’ challenges (e.g. RHNA performance and current affordability) and a listing of the Bay Area’s best housing policies that are intended to address a range of housing challenges. This section should identify planning costs needed to address policy changes and other barriers to creating or maintaining affordability.

(3) Establishing Local Funding Priorities
Develop funding guidelines for evaluating OBAG projects that support multi-modal transportation priorities based on connections to housing, services, jobs and commercial activity. Emphasis should be placed on the following factors when developing project evaluation criteria:

- Projects located in high impact project areas. Favorably consider projects in high impact areas, defined as:
  a. PDAs taking on significant housing growth in the SCS (total number of units), including RHNA allocations, as well as housing production, especially those PDAs that are delivering large numbers of very low, low and moderate income housing units,
  b. Dense job centers in proximity to transit and housing (both current levels and those included in the SCS) especially those which are supported by reduced parking requirements and TDM programs,
  c. Improved transportation choices for all income levels (reduces VMT), proximity to quality transit access, with an emphasis on connectivity (including safety, lighting, etc.)

- Projects located in Communities of Concern (COC) – favorably consider projects located in a COC as defined by MTC or as defined by CMAs or Community Based Transportation Plans.

- PDAs with affordable housing preservation, creation strategies and community stabilization policies – favorably consider projects in jurisdictions with affordable housing preservation, creation strategies and community stabilization policies.

- Projects that protect public health during construction and operation – Favorably consider projects that implement the Best Practices in the Air District’s Planning Healthy Places, or projects located in jurisdictions that have demonstrated a commitment to adopt, as policies and/or enforceable ordinances, best practices to reduce emissions of and exposure to local air pollution.²

- PDAs that overlap or are co-located with: 1) populations exposed to outdoor toxic air contaminants as identified in the Air District’s Community Air Risk Evaluation (CARE) Program and/or 2) freight transport infrastructure – Favorably consider projects in these areas where local jurisdictions employ best management practices to mitigate PM and toxic air contaminants exposure.

² Guidance and maps have been developed in partnership with BAAQMD, CMAs, ABAG, and city staff, please see: http://www.baaqmd.gov/plans-and-climate/planning-healthy-places.
**Process/Timeline**
CMAs will develop a new PDA Investment & Growth Strategy every four years, consistent with the update of the Regional Transportation Plan/Sustainable Communities Strategy. The Investment & Growth Strategy must be adopted by the CMA Board (new for OBAG 2). CMAs will provide a status report update every two years.
ANNEX II:
BUDGET

Estimated Cost by Funding Source:

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Amount</th>
<th>MTC STP</th>
<th>CMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTC STP</td>
<td>$3,822,000</td>
<td>88.53%</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>$495,181</td>
<td></td>
<td>11.47%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,317,181</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AGENCY shall not incur expenses of federal STP funds until after the effective date of the Notice to Proceed (NTP) by MTC. A NTP will be issued for each fiscal year, issuance of which is subject to MTC’s receipt of federal funding.

AGENCY agrees to invoice MTC every quarter for eligible reimbursable expenditures.

AGENCY shall furnish any necessary supporting documentation to justify the invoice as requested by MTC.
Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.4 – Program adjustments to One Bay Area Grant

Date: June 12, 2017

Issue:

Shall the Board authorize staff to reprogram unused funds from One Bay Area Grant (OBAG 1) to cover programming approved in OBAG 2?

Background:

On May 8, 2017, the Board approved programming for OBAG 2 that exceeded our county share of funds by $364,000. To make up for the funding gap, staff is recommending that $364,000 in unused OBAG 1 funding from three different projects be dedicated to the project that was over-programed – Pavement Rehabilitation of Various Streets in Santa Rosa. MTC staff has indicated that this approach is an acceptable use of OBAG 1 funding.

Policy Impacts:

None. It is within existing policy for the Board to program and reprogram these funds.

Fiscal Impacts:

The proposed action would allow $364,000 in funds currently programmed within the county to be shifted to another project in the county (Santa Rosa’s Pavement Rehabilitation of Various Streets) and cover the difference between county share of OBAG 2 and proposed programming. This proposal would resolve the over programming in OBAG 2 county share and ensure $364,000 in OBAG 1 funds are not lost to SCTA projects.

Staff Recommendation:

Staff recommends that the Board authorize staff to reprogram $364,000 in STP funds from OBAG 1 to the Santa Rosa Pavement Rehab project to resolve the OBAG 2 programming overage.
### Local Projects

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project Name</th>
<th>Score</th>
<th>Amount</th>
<th>Fund Type</th>
<th>PDA Eligible</th>
<th>$ STP</th>
<th>$ CMAQ</th>
<th>$ PCA</th>
<th>$OBAG 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windsor</td>
<td>Windsor River Rd at Windsor Rd Intersection</td>
<td>28</td>
<td>$3,000,000</td>
<td>STP/CMAQ</td>
<td>Y</td>
<td>$450,000</td>
<td>$2,550,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Petaluma</td>
<td>Petaluma Boulevard South Road Diet</td>
<td>27</td>
<td>$2,916,000</td>
<td>STP/CMAQ</td>
<td>Y</td>
<td>$2,332,800</td>
<td>$583,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMART</td>
<td>Pathway - Payran to Southpoint</td>
<td>26</td>
<td>$400,000</td>
<td>CMAQ</td>
<td>N</td>
<td></td>
<td>$400,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Healdsburg</td>
<td>Healdsburg Avenue Complete Streets Improvements</td>
<td>25</td>
<td>$600,000</td>
<td>STP*</td>
<td>N</td>
<td>$600,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>2019 Rehabilitation of Various Streets in Rohnert Park</td>
<td>24</td>
<td>$1,035,000</td>
<td>STP/CMAQ</td>
<td>Y</td>
<td>$910,800</td>
<td>$124,200</td>
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<tr>
<td>Santa Rosa</td>
<td>Highway 101 Bicycle and Pedestrian Bridge (Design Only)</td>
<td>26</td>
<td>$1,782,000</td>
<td>CMAQ</td>
<td>Y</td>
<td>$1,782,000</td>
<td></td>
<td></td>
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<tr>
<td>Petaluma</td>
<td>Pavement Rehabilitation of Various Streets in SR</td>
<td>24</td>
<td>$1,654,500</td>
<td>STP</td>
<td>Y</td>
<td>$1,290,500</td>
<td></td>
<td></td>
<td>$364,000</td>
</tr>
<tr>
<td>County</td>
<td>2019 Rehabilitation of Various Roads in Sonoma County</td>
<td>26</td>
<td>$2,600,000</td>
<td>STP</td>
<td>N</td>
<td>$2,600,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Crocker Bridge Bike and Pedestrian Passage</td>
<td>23</td>
<td>$3,089,000</td>
<td>PCA/STP*</td>
<td>N</td>
<td>$1,809,000</td>
<td></td>
<td></td>
<td>$1,280,000</td>
</tr>
<tr>
<td>Cotati</td>
<td>E. Cotati Avenue Street Rehabilitation Project</td>
<td>22</td>
<td>$675,000</td>
<td>STP/CMAQ</td>
<td>Y</td>
<td>$573,750</td>
<td>$101,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sonoma</td>
<td>Fryer Creek Pedestrian and Bicycle Bridge</td>
<td>20</td>
<td>$501,000</td>
<td>CMAQ</td>
<td>N</td>
<td></td>
<td>$501,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sebastopol</td>
<td>Bodega Avenue Bike Lanes and Pavement Rehabilitation</td>
<td>19</td>
<td>$1,195,500</td>
<td>STP/CMAQ</td>
<td>Y</td>
<td>$478,200</td>
<td>$717,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$20,218,000</strong></td>
<td></td>
<td></td>
<td><strong>64%</strong></td>
<td><strong>$11,045,050</strong></td>
<td><strong>$6,758,950</strong></td>
<td><strong>$2,050,000</strong></td>
</tr>
</tbody>
</table>

### Other Projects/Funding

| SCTA         | Safe Routes to School                                         |       | $1,655,000  | CMAQ            | N            | $1,655,000|          |          | $395,000   |
| SCTA         | Planning and Regional Engagement                             |       | $5,000,000  | STP             | N            | $5,000,000|          |          |           |
| County       | Federal Aid System funds                                     |       | $3,264,000  | FAS             | N            | $3,264,000|          |          |           |

| **Total**    | **$9,919,000**                                               |       | **$8,264,000** |               |              | **$1,655,000**|          |          | **$395,000**|
| **Grand Total** | **$30,137,000**                                       |       | **$19,309,050** |               |              | **$8,413,950**| **$2,050,000**| **$759,000**|

Highlighted cells have been changed from previously approved amount

*Outside non-attainment area

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**Fund Types**
- STP: Surface Transportation Program
- CMAQ: Congestion Mitigation / Air Quality
- PCA: Priority Conservation Area
- FAS: Federal Aid System
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. Gause, Senior – Programming and Projects
Item: 3.5 – One Bay Area Grant (OBAG) 2 Fund Programming Schedule Revision
Date: June 12, 2017

Issue:
Shall the SCTA approve a revision to the requested OBAG2 fund programming schedule?

Background:
The SCTA Board previously approved programming for OBAG 2 with the understanding that not all projects would be funded in the year requested, based on the regional requirement that CMAs program 50% of county share by 2020 and the other 50% by 2022. The bulk of funds requested were by year 2020 and thus some projects needed to shift out in order to fit the regional requirement.

Staff proposes and the TAC concurs that the Petaluma and Windsor projects should shift the construction funds out one year from FFY2020 to FFY2021. These projects are recommended primarily after a process of elimination. There are two projects requesting Preliminary Engineering funds in 2020, the Crocker Bridge bike lane and the County’s Federal Aid Secondary (FAS) program. The Crocker Bridge is considered a safety project and thus a high priority. The County’s FAS project is under the County’s discretion and thus not available for moving. There are six other projects requesting construction funding in 2020: Petaluma’s Road Diet, Windsor’s Intersection Improvement Project, SMART’s Payran Pathway Project, the Pavement Rehabilitation Projects for the City of Santa Rosa and the County of Sonoma, and Sonoma’s Fryer Creek Bridge project.

The SMART project is receiving several other grants and changing the funding year is infeasible given the other grant requirements. Sonoma’s Fryer Creek Bridge project could be moved, but was not large enough to make a difference to the balancing of funds. The pavement rehab projects for the City of Santa Rosa and the County of Sonoma were seen as unfavorable for moving since both had already had funding reduced in order to make the OBAG funds balance within the County Share. This left the City of Petaluma and the Town of Windsor’s projects as the most likely candidates for adjustment. Staff is recommending that the Petaluma and Windsor construction funds be shifted out one year in order to meet the OBAG 2 requirements per MTC’s Resolution 4202.

Policy Impacts:
None.

Fiscal Impacts:
Shifting the funding from the requested dates means that two projects will not receive funding until a year later than requested. The Petaluma project will continue to receive Preliminary Engineering funds in the original year requested and the Windsor project is using local funds for Preliminary Engineering, therefore...
both cities will be able to develop “shovel ready” projects should other projects in the region fail to deliver and an opportunity arises for earlier delivery. Additionally, the project sponsors could, if their cash flow allows, request Advanced Construction to maintain the original delivery schedule. This method would have the sponsors request federal authorization to proceed on the original schedule and complete construction with local funds. The federal construction funding would then become available the following fiscal year and would be immediately reimbursed with priority.

**Staff Recommendation:**

Staff recommends that the Board consider approving the proposed change to program funding schedule for the two highlighted projects.
Staff Report

To: SCTA Board of Directors
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 3.6 – Measure M Cooperative Agreement Amendment 2 to M71516 and an appropriation to Sonoma County Dept. of Health Services for Safe Routes to School
Date: June 12, 2017

Issue:
Shall the Board approve an amendment to the Measure M Cooperative Agreement (M71516-A2) to adjust the Financial Plan (Exhibit B) to match the current programming in the 2017 Measure M Strategic Plan? Shall the Board subsequently consider approving resolution 2017-014 for an appropriation to the Safe Routes to Schools phase of the Bicycle Safety and Education Project under the Bicycle and Pedestrian Program of Measure M in the amount of $26,000?

Background:
In 2013 the SCTA Board approved Measure M Cooperative Agreement M71516 with the Sonoma County Department of Health Services to implement Safe Routes to School.

On December 8, 2014 the SCTA Board approved Amendment No. 1 to the agreement to revise the recitals to clarify nomenclature issues and ensure the financial plan matched the current programming

This Amendment No. 2 (M71515-A2) revises the financial plan (Exhibit B) to match with the updated programming in the 2017 Measure M Strategic Plan.

Finally, The SCTA adopted the 2017 Measure M Strategic Plan, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the Strategic Plan and the associated cooperative funding agreements, each project sponsor must submit an appropriation request (attached) to initiate spending of Measure M funding for the fiscal year in which the funds are programmed. SCTA has received a request dated May 18, 2017, from the Sonoma County Department of Health Services requesting an appropriation for Bicycle Safety and Education. The appropriation request is for $26,000.

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M71516-A2</td>
<td>SC-DHS</td>
<td>Bike/Ped</td>
<td>Bicycle Safety and Education</td>
<td>Safe Routes to School</td>
<td>$26,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$26,000</td>
</tr>
</tbody>
</table>
Policy Impacts:

None. The amendment of the cooperative agreement is consistent with established policy. The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

Fiscal Impacts:

There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2017 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of $26,000 will be made available to the Sonoma County Department of Health Services to implement Bicycle Safety and Education programs (AKA Safe Routes to Schools). Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

Staff Recommendation:

Staff recommends that the Board conditionally approve the amendment to the Measure M Cooperative Agreement M71516 –A2 pending signature by the Director of the County Department of Health Services, and also adopt Resolution No. 2017-014, thus approving the aforementioned appropriation request.
February 6, 2017

SCTA Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

**FUNDING APPROPRIATION REQUEST**

**PROJECT NAME:** Sonoma County Safe Routes to School Program
**AGREEMENT NO.** M71516-A1

Dear SCTA Chair:

The County of Sonoma (the County) hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Sonoma County Safe Routes to School Program.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M71516-A1) and is ready to begin work on the Construction Phase (non-infrastructure) of the project. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Sonoma County Safe Routes to School Program (SRTS Program). Measure M funds will be used to support implementation of the bicycle safety and education portion of the SRTS Program and will focus on educating the public and, in particular, elementary, middle and/or high school youth throughout Sonoma County. The goal of the program is to increase the number of children safely walking and bicycling to school; reduce traffic congestion and improve air quality around schools; and create safer, calmer streets and neighborhoods in Sonoma County.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Category:</td>
<td>Bicycle/Pedestrian Project</td>
</tr>
<tr>
<td>Phase Development Phase of this Appropriation:</td>
<td>Construction</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate Request:</td>
<td>$26,000 (for FY 2016-2017)</td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>$910,338 (for FY 2016-2017)</td>
</tr>
<tr>
<td>Sources of Local Funding Match:</td>
<td>• $806,254 (Metropolitan Transportation Commission’s Surface Transportation Program)</td>
</tr>
<tr>
<td></td>
<td>• $20,602 (Measure M FY 2015-2016 Rollover)</td>
</tr>
<tr>
<td></td>
<td>• $20,000 (Kaiser Permanente Northern California Region – Marin Sonoma Service Area Grant)</td>
</tr>
<tr>
<td></td>
<td>• $63,482 (County Realignment)</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$936,338 (for FY 2016-2017)</td>
</tr>
</tbody>
</table>
The current schedule for the Sonoma County Safe Routes to School Program is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoping</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Right of Way</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Construction</td>
<td>March 12, 2015</td>
<td>September 30, 2017</td>
</tr>
</tbody>
</table>

Thank you for your consideration.

Sincerely,

Barbie Robinson, Director
Department of Health Services

cc:
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS TO THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M71516-A2

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes $19,000,000 in 2004 dollars, for the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the Sonoma County Department of Health Services (hereinafter “DHS”) have entered into Cooperative Funding Agreement No. 71516-A2 (hereinafter “Cooperative Agreement”) regarding the Safe Routes to Schools Phase of the Bicycle Safety and Education Project (hereinafter “Project”) within the Bicycle and Pedestrian Projects Program; and

WHEREAS, DHS has submitted a Request for Appropriation of Funds dated May 18, 2017 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority’s Strategic Plan and annual budget for such projects.

NOW, THEREFORE, BE IT RESOLVED that the Authority finds the Request for Appropriation of funds consistent with the Expenditure Plan, the Strategic Plan, and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates $26,000 to DHS pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to DHS in accordance with the provisions of the Cooperative Agreement but shall not exceed on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2017 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that the funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from the date of this Resolution.
Resolution No. 2017-014
Cooperative Agreement Number: M71516-A2
Project Sponsor: Sonoma County Department of Health Services
Amount: $26,000
June 12, 2017

THE FOREGOING RESOLUTION was moved by Director __________, seconded by Director __________, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Coursey</td>
<td>Director Miller</td>
</tr>
<tr>
<td>Director Gurney</td>
<td>Director Rabbitt</td>
</tr>
<tr>
<td>Director Gorin</td>
<td>Director Russell</td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Zane</td>
</tr>
</tbody>
</table>

Ayes:  Noes:  Absent:  Abstain:

SO ORDERED

______________________________
David Rabbitt, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held June 12, 2017 in Santa Rosa, California

Attest:  
Suzanne Smith, Executive Director

Attachment:  “A” Use of Appropriated Funds
“B” Chronological Listing of Fund Appropriation Resolutions
Date: June 12, 2017

Amount of Funds: $26,000

Appropriated to: Sonoma County Department of Health Services

Program Category: Bicycle/Pedestrian Program

Specific Project: Bicycle Safety and Education

Appropriated For: Safe Routes to Schools Phase ($26,000)

Scope of Work: Support implementation of the bicycle safety and education portion of the SRTS Program and focus on educating the public and in particular, elementary, middle and/or high school youth throughout Sonoma County. The aim of the program is to serve a geographically diverse group of schools throughout Sonoma County with a range of services based on need and available resources.

Other Conditions: None

Staff Comments: This is the fourth appropriation; for implementing Bicycle Safety and Education through the Safe Routes to Schools Phase.
ATTACHMENT B

Chronological Listing of Fund Appropriation Resolutions

COOPERATIVE FUNDING AGREEMENT NO. M71516-A2

Between the Sonoma County Transportation Authority
and the Sonoma County Department of Health Services

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
<th>Cumulative Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>M71516</td>
<td>2013-025</td>
<td>October 14, 2013</td>
<td>$36,000</td>
<td>$36,000</td>
</tr>
<tr>
<td>M71516-A1</td>
<td>2014-026</td>
<td>December 8, 2014</td>
<td>$42,000</td>
<td>$78,000</td>
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<tr>
<td>M71516-A1</td>
<td>2016-004</td>
<td>May 9, 2016</td>
<td>$26,000</td>
<td>$104,000</td>
</tr>
<tr>
<td>M71516-A2</td>
<td>2017-014</td>
<td>June 12, 2017</td>
<td>$26,000</td>
<td>$130,000</td>
</tr>
</tbody>
</table>

TOTAL FUNDS APPROPRIATED $130,000
AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT M71516-A1
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES

This Amendment (the “Amendment”) is made and entered into as of _______________ 2017
(Effective Date) by and between the SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES, hereinafter referred to as “COUNTY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY.”

RECITALS

1. AUTHORITY adopted that certain 2017 Strategic Plan that sets forth AUTHORITY’s program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as “Measure M”). The 2017 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the “Strategic Plan.”

2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into Cooperative Funding Agreement No. M71516 (the “Original Agreement”) and amended once to revise the work plan and Financial Plan and to further define the Project. Collectively referred to with this Amendment No. 2 as “the Agreement” to identify a bicycle safety and education project under Measure M.

3. COUNTY and AUTHORITY desire to amend the financial plan and schedule (Exhibit B-1) to reflect recent programming changes.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

AGREEMENT

I. AMENDMENTS

Exhibits. The following Exhibit in the Amended Agreement is replaced by the Exhibit attached hereto:
Exhibit B-1 is replaced with Exhibit B-2.

II. Remainder of Agreement Unchanged

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 2, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement of any right of AUTHORITY or COUNTY arising there under.
COUNTY OF SONOMA, DEPARTMENT OF HEALTH SERVICES

By: 
Director

ATTEST:
By: 
HPPE Division Director

APPROVED AS TO LEGAL FORM FOR COUNTY:
By: 
COUNTY Attorney

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: 
David Rabbitt, SCTA Chair

APPROVED AS TO SUBSTANCE:
By: 
Suzanne Smith, Executive Director

By: 
Legal Counsel, SCTA
COOPERATIVE FUNDING AGREEMENT NO. 71516 A-2
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES

EXHIBIT B-2
FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (June 2017 – June 2018)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Prior</th>
<th>16/17</th>
<th>17/18</th>
<th>18/19</th>
</tr>
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<tbody>
<tr>
<td>Amount</td>
<td>$104,000</td>
<td>$26,000</td>
<td>$10,000</td>
<td>$0</td>
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</tbody>
</table>
Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.7 – Measure M Bicycle / Pedestrian Appropriation Request: Central Sonoma Valley Trail

Date: June 12, 2017

---

**Issue:**

Shall the SCTA appropriate funds for the Measure M Bicycle and Pedestrian Project Central Sonoma Valley Trail (M70310) in the amount of $85,000 for the construction phase (letter attached)?

**Background:**

The SCTA adopted the 2017 Measure M Strategic Plan, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the 2017 Measure M Strategic Plan and the associated cooperative funding agreements, each jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed.

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M70310-A1</td>
<td>SC Reg Parks</td>
<td>Bike/Ped</td>
<td>Central Sonoma Valley Trail</td>
<td>CON</td>
<td>$85,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$85,000</td>
</tr>
</tbody>
</table>

**Policy Impacts:**

The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

**Fiscal Impacts:**

Consistent with the Strategic Plan, Measure M funds in the amount of $85,000 will be made available to the Sonoma County Regional Parks Department for the Central Sonoma Valley Trail project. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

**Staff Recommendation:**

Staff recommends that the Board adopt SCTA Resolution No. 2017-015 thus approving the aforementioned appropriation request.
May 5, 2017

David Rabbitt, Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

FUNDING APPROPRIATION REQUEST
CENTRAL SONOMA VALLEY BIKEWAY – CON
AGREEMENT NO. M70310

Dear Chairman Rabbitt:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2016-2017 funds at its next Board meeting for the Central Sonoma Valley Bikeway project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M70310) and design plans, specifications & estimates are underway for Phase 1B Flowery School to Depot Road and Phase 1C Verano Avenue – Sonoma Creek to Main Street segments of the Central Sonoma Valley Bikeway project. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Central Sonoma Valley Bikeway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Category:</td>
<td>Bicycle/Pedestrian Project</td>
</tr>
<tr>
<td>Phase Development Phase of this Appropriation:</td>
<td>Construction</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate Request:</td>
<td>$85,000</td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>$550,000</td>
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<tr>
<td>Sources of Local Funding Match:</td>
<td>MTC Lifeline, Park Mitigation Fees</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$1,900,000</td>
</tr>
</tbody>
</table>
The current schedule for the Central Sonoma Valley Bikeway, Phase 1B and 1C is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin (MO/YR)</th>
<th>End (MO/YR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>7/2013</td>
<td>10/2016</td>
</tr>
<tr>
<td>Right of Way (ROW)</td>
<td>6/2007</td>
<td>3/2017</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>10/2013</td>
<td>5/2016</td>
</tr>
<tr>
<td>Construction</td>
<td>6/2017</td>
<td>9/2017</td>
</tr>
</tbody>
</table>

Thank you for your consideration.

Sincerely,

Caryl Hart, Ph.D.
Director

S:\Planning\GRANTS\Measure M\Central Sonoma Valley Trail\Funding\Appropriations\CSVT appropriations lttr CON FY1617.doc

cc:  Susan Klassen, Transportation and Public Works Director
     Suzanne Smith, SCTA Executive Director
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS OF $85,000 TO THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT FOR CENTRAL SONOMA VALLEY TRAIL CONSTRUCTION, IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M70310-A1

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes $1,900,000 in 2004 dollars, for the Central Sonoma Valley Trail in the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the County of Sonoma Regional Parks Department (hereinafter “County”) have entered into Cooperative Funding Agreement No. M70310-A1 (hereinafter “Cooperative Agreement”) regarding the Central Sonoma Valley Trail (hereinafter “Project”); and

WHEREAS, County has submitted a Request for Appropriation of Funds dated May 8, 2017 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority’s Strategic Plan and annual budget for such projects.

THEREFORE, BE IT RESOLVED, that the Authority finds the Request for Appropriation of Funds consistent with the Expenditure Plan, the Strategic Plan and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates $85,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the County in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2017 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that all funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from approval of this resolution.
THE FOREGOING RESOLUTION was moved by Director Agrimonti, seconded by Director Mansell, and approved by the following vote:

Director Agrimonti  
Director Coursey  
Director Gorin  
Director Gurney  
Director Landman  
Director Mackenzie

Director Mansell  
Director Miller  
Director Rabbitt  
Director Russell  
Director Salmon  
Director Zane

Ayes:     Noes:     Absent:     Abstain:

________________________

David Rabbitt, SCTA Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held on June 12, 2017 in Santa Rosa, California.

Attest:

________________________

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

Attachment:  “A” Use of Appropriated Funds

“B” Chronological Listing of Fund Appropriation Resolutions
Date:       June 12, 2017  
Amount of Funds:  $85,000  
Appropriated to:  County of Sonoma Regional Parks Department  
Program Category:  Bicycle and Pedestrian Program  
Specific Project:  Central Sonoma Valley Trail  
Appropriated For:  Construction: $85,000  
Scope of Work:  Construction of Phases 1B (Flowery School to Depot Road) and 1C (Verano Avenue - Sonoma Creek to Main Street).  
Other Conditions:  None  
Staff Comments:  This is the fourth appropriation for this project.
## ATTACHMENT B

Chronological Listing of Fund Appropriation Resolutions

**COOPERATIVE FUNDING AGREEMENT NO. M70310-A1**

Between the Sonoma County Transportation Authority
And the County of Sonoma Regional Parks Department

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
<th>Cumulative Total</th>
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<td>2008-006</td>
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</tr>
<tr>
<td>M70310</td>
<td>2011-007</td>
<td>March 14, 2011</td>
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<td>$113,000</td>
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<tr>
<td>M70310</td>
<td></td>
<td>May 14, 2012</td>
<td>-$50,000</td>
<td>$63,000</td>
</tr>
<tr>
<td>M70310-A1</td>
<td>2015-008</td>
<td>April 13, 2015</td>
<td>$15,000</td>
<td>$78,000</td>
</tr>
<tr>
<td>M70310-A1</td>
<td>2017-015</td>
<td>June 12, 2017</td>
<td>$85,000</td>
<td>$163,000</td>
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</table>

**TOTAL FUNDS APPROPRIATED**

$163,000
Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.8 – Highway 116/121 PSE Contract Amendment 1 SCTA 15001-A2

Date: June 12, 2017

Issue:
Shall the SCTA Board approve the proposed Parsons Amendment SCTA15001-A2 for additional scope and a time extension for the Plans, Specifications and Estimates (PSE) phase of the SR116/121 Intersection Improvement Project?

Background:
The State Route 116/121 Intersection Improvement Project is an estimated $24 Million project to build a roundabout at the intersection of Highways 116 and 121 and county owned Bonneau Road just southwest of the City of Sonoma. The project will remove a flashing red stoplight and free right turn in the NE direction and replace them with a roundabout, relocate and existing park and ride lot, provide bicycle and pedestrian improvements and improve operations.

On July 14, 2014 the SCTA Board approved a contract with Parsons to complete the environmental documentation and project approval process for the proposed project. Parsons is nearing the completion and approval of the environmental document.

On June 13, 2016 the SCTA Board approved an amendment to the above mentioned contract to add time only to the term of agreement.

The proposed amendment 2 to contract SCTA 15001 (attached) would add scope and time in order to complete the PSE phase of the SR 116/121 intersection improvement project. The changes to the scope include:

- Additional Project Management
- Construction Plans, Specifications and Estimates
- Reports, Permits and Additional Environmental Services for parcels inaccessible during the previous phase
- Coordination with and Development of Utility Plans for Caltrans
- Mitigation Coordination/Credit Purchasing
- Design Services During Construction

SCTA staff has reviewed these contractual scope changes and recommends approval of this amendment of additional scope and time.
Policy Impacts:
There are no policy impacts associated with the recommendations

Fiscal Impacts:
The funds are from Measure M Local Streets Projects Program (LSP) and are programmed in the 2017 Strategic Plan for this purpose. The SCTA previously approved providing Measure M funds in early phases of the project to be fully matched in a later phase on a 1:1 basis per the program requirement.

Staff Recommendation:
Staff recommends that the Board authorize the Chair to execute the attached Amendment No. 2 to Contract SCTA 15001 with Parsons increasing the budget by $1,999,699 and increasing the term to February 11, 2022, with a not to exceed amount of $3,759,699, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
AMENDMENT NUMBER 2 TO
AGREEMENT FOR PA/ED CONSULTANT SERVICES FOR THE 116/121 INTERSECTION IMPROVEMENT PROJECT

This Agreement is made by and between Parsons Transportation Group, Inc., (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

RECITALS

WHEREAS, SCTA and CONSULTANT entered into Contract Number SCTA15001 for CONSULTANT to provide the Project Approval/Environmental Document (PA/ED) for the operational improvements at the intersection of State Route 116 and State Route 121 (04-SON-116-PM 46.0/46.7 and 04-SON-121-PM5.8/R7.4) in Sonoma County (hereinafter “116/121 Interchange Project” or “Project”); and

WHEREAS, Contract Number SCTA15001 included a Scope of Services (Exhibit A), Project Schedule (Exhibit B), and Budget by Work Task (Exhibit C); and

WHEREAS, SCTA and CONSULTANT entered into Amendment 1 to Contract Number SCTA15001 to update the Term of Agreement; and

WHEREAS, by agreement with Caltrans, SCTA is responsible for the preparation of the Plans, Specifications, and Estimates (PS&E) for the Project; and

WHEREAS, the PS&E must be prepared in accordance with applicable Federal and State laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, and other standards, including, but not limited to, compliance with Caltrans and FHWA requirements such as the Project Development Procedures Manual, Caltrans Policies and Directives, Workplan Standards Guide, Standard Environmental Reference, Highway Design Manual, and the Right-of-Way Manual; and

WHEREAS, by agreement, Caltrans will provide quality assurance on the work products and CONSULTANT is expected to work closely with appropriate Caltrans staff to ensure appropriate standards are met; and

WHEREAS, CONSULTANT is a duly qualified engineering firm directed by and employing persons having appropriate certifications, licenses and experience in the preparation of PS&E; applicable federal, state, and local laws, rules, and regulations; design, engineering and related analysis; and the preparation of legally and technically acceptable engineering plans, specifications, and estimates; and

WHEREAS, in the judgment of SCTA's Board of Directors it is necessary and desirable to enter into this second amendment to Contract Number SCTA15001 to add the services of CONSULTANT to prepare the PS&E for the Project in order to keep the improvement project on schedule;
OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

1. Section 1.1 of SCTA Contract 15001 entitled, “SCOPE OF SERVICES” is hereby deleted in its entirety and replaced with the following language:

   **1.1 SCOPE OF SERVICES:** SCTA retains CONSULTANT to perform the services specified in the Scopes of Work, attached hereto as Exhibit A for PA/ED Services and Exhibit A-1 for PS&E Services, according to the schedules attached hereto as Exhibit B for PA/ED Services and Exhibit B-1 for PS&E Services. CONSULTANT shall work closely with SCTA staff in the performance of all work pursuant to this Agreement. CONSULTANT shall sign all PA/ED and PS&E documents, technical reports, and engineering data furnished under the contract including registration number.

2. Section 2.1 of SCTA Contract 15001 entitled, “PAYMENT FOR CONSULTANT’S SERVICES” is hereby deleted in its entirety and replaced with the following language:

   **2.1 PAYMENT FOR CONSULTANT’S SERVICES:** For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Exhibit C for PA/ED Services and Exhibit C-1 for PS&E Services, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid on a time and material basis in accordance with Exhibits C and C-1, and paragraphs 2.2 and 2.3, provided, however, that Consultant agrees to perform all services described in this Agreement for an amount not to exceed $3,759,699. The hourly rates specified in Exhibits C and C-1 shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds SCTA’s approved overhead rate set forth in the Cost Proposal. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at
least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.

3. Section 3 of SCTA Contract 15001 entitled “TERM OF AGREEMENT” is hereby deleted in its entirety and replaced with the following language:

3. TERM OF AGREEMENT: The term of this Agreement shall from the effective date of this contract until February 11, 2022, unless terminated earlier in accordance with the provisions of paragraph 4. The effective date of this contract is August 11, 2014.

4. Except to the extent Contract Number SCTA15001 is specifically amended or supplemented hereby, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of Contract Number SCTA15001 or any right of SCTA arising there under.

5. CONSULTANT warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of CONSULTANT

SCTA AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 to agreement SCTA15001 as set forth below.

CONSULTANT

DATED:___________ By: ________________________________
Consultant

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED:___________ By: ________________________________
Chair, SCTA

CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY SCTA:

DATED: ____________  By: ________________________________
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: ____________  By: ________________________________
SCTA Counsel
EXHIBIT A

SCOPE OF SERVICES

(FINAL DESIGN)

INTRODUCTION

This scope is for services to be completed by Parsons for Final Design for continuation of design activities upon receipt of Notice to Proceed (NTP) from Sonoma County Transportation Authority (SCTA). The anticipated period of this scope is 16 months.

PROJECT DESCRIPTION

This scope of services is based on the following project description.

The proposed project limits are on Route 116 from 0.3 mile north of Route 116/121 junction to Route 116/121 junction and on Route 121 from 0.2 mile south to 0.3 mile east of Route 116/121 junction. The roundabout uses full depth pavement sections with 20 year design lives and there will be corresponding landscape and drainage modifications. Additional Right of Way will be need to be acquired and utilities will be relocated.

It is assumed the design provided will meet requirements and all environmental commitments included in the Final Initial Study/Environmental Assessment (IS/EA):

- Relocating the Caltrans Park & Ride.
- Pavement for all lanes will be reconstructed for a 20-year service life.
- Class II Bike lanes will be designed and constructed. Designs will be coordinated with the County of Sonoma streetscape efforts.

TASK 1.0 PROJECT MANAGEMENT

Subtask 1.1 Project Management & Administration

This task includes administrative activities such as implementing internal contract and cost accounting procedures, executing sub consultant contracts, developing and maintaining a detailed CPM schedule monthly, monitoring task budgets, monitoring subcontracts, document control using the Caltrans' Uniform Filing System, managing in-house staff and sub consultants, and performing day-to-day administration.

Subtask 1.2 Project Management Plan

Parsons will prepare a Project Management Plan (PMP) that will establish roles and responsibilities of team member firms; identify deliverables and schedules; and establish the project budget, project protocols, and procedures. The Consultant shall continue to
identify, assess, prioritize, and resolve issues; recognize opportunities; and convey these opportunities to the Authority. The Consultant shall continue to maintain regular communication via telephone and email with the Authority, coordinate the work of sub consultants, and coordinate the work of internal staff. The PMP will be provided to every member of the team and SCTA.

**Subtask 1.3 PDT Meetings**

The Consultant Project Manager and other appropriate Consultant personnel shall continue to work with Caltrans to achieve solutions at Project Development Team (PDT) meetings. The Consultant shall prepare the agenda and handouts (as necessary) and maintain an action log resulting from discussion at the meetings to identify the actions to be taken, the individual(s) responsible for the actions, and the time frame in which the actions should be completed. The agenda, handouts, and meeting notes will be distributed by email. Representatives from other Consultant team firms will attend meetings as appropriate. Attendance is estimated at 12 meetings.

**Subtask 1.4 Agency/Public/Stakeholder/Special Meetings**

Parsons will organize and lead a kick-off meeting with Sonoma County Transportation Authority, County of Sonoma, Caltrans, and major sub consultants to establish the framework for successful teamwork throughout the PS&E phase. Topics will include establishment of a Project Development Team (PDT), design criteria, environmental commitments, and lines of communication, schedule, and other key issues to solidify the team. Ongoing monthly PDT meetings will be held. Parsons will prepare and distribute agendas, facilitate meetings, and prepare minutes, including a list of action items and a near-term horizon schedule to keep all parties aware of performance responsibilities and facilitate adherence to schedule. Coordination with Caltrans to include how emergency closures will work once the roundabout is functional. Attendance is estimated at 24 meetings.

**Subtask 1.5 Progress/Invoicing**

This task includes project accounting, monitoring, preparation of invoices and earned value calculations. Invoices will be prepared on a monthly basis, include a progress report and DBE utilization status.

**Subtask 1.6 Right of Entry**

Parsons will prepare up to 10 permit to enter letters for SCTA signature for any field investigations that need to occur on private property around the project area for the final design phase.

**Subtask 1.7 Risk Assessment**
Parsons will prepare a Risk Management Plan, as outlined in the Caltrans Risk Management Handbook, and develop and maintain a risk register. We will lead the risk assessment to keep the team apprised of risk factors throughout the PS&E phase.

**TASK 2.0 CONSTRUCTION PLANS, SPECIFICATIONS, AND ESTIMATES**

Upon written authorization from SCTA to proceed, the Consultant shall continue to progress and finalize all design tasks and advance the level of design from preliminary engineering design to bid documents required to procure construction contracts.

The Consultant shall provide the services necessary to fix and describe the size and character of the project, including civil, drainage, landscaping, utilities, signage and striping, art opportunities, electrical, and maintenance requirements.

Drawings shall be produced to Caltrans standard in accordance with the CADD User's Manual, Section 4.1 for PS&E Submittals. The electronic CADD files to be delivered under the contract contain information to be used for the construction as-built plans and documents for the project. The Consultant shall develop and transmit CADD record files to SCTA for archival storage on accepted media for the contract documents.

- Civil, drainage, signage and striping design/documentation services, consisting of continued development and expansion of civil, drainage, signage, and striping design documents and development of outline specifications and/or material lists.
- Utilities design/documentation services, consisting of the continued development of specific utility systems in sufficient detail to identify any required relocation of existing utilities, as well as design of County of Sonoma sanitary sewer relocations and associated lateral connections.
- Landscape design/documentation services, consisting of continued development and expansion of landscape design documents to establish the final scope, relationships, forms, appearance, and development of specifications or material lists to establish special design features, materials, finish and colors, and landscaping of the project.
- Mechanical/Electrical design/documentation services, consisting of the continued development and expansion of electrical preliminary design documents and the development of specifications to establish criteria for power and lighting systems, the approximate sizes and capacities of major components, preliminary equipment layout and space for equipment, and required chases and clearances.

The Consultant shall complete and submit design plan sets and other technical documents for review at the 35%, 65%, 95% and final design stages, and specifications and estimates at the 65%, 95% and final design stages, to SCTA for distribution to the appropriate stakeholders, including other jurisdictional agencies, utility companies, Caltrans, and other owners of affected facilities for formal reviews, as indicated in each contract package below. The Consultant shall allow sufficient duration for normal agency review, respond to written comments, and reflect the resolution of comments in the final version of the construction contract’s technical plans and specifications.
The project plan sheets, specifications, and estimates shall be submitted at the design stages as follows:

Table 1 List of PS&E Deliverables

<table>
<thead>
<tr>
<th>SUBTASK</th>
<th>SHEET NAME(S)</th>
<th>SCALE</th>
<th>SHEET COUNT</th>
<th>35%</th>
<th>65%</th>
<th>95%</th>
<th>Final/RTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 - GENERAL</td>
<td>Title Sheet</td>
<td>-</td>
<td>1</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
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SHEET TOTAL = 109
Prior to the submission of drawings, specifications, and other technical documents, the Consultant shall complete a quality review of system integration of facilities and systems, including interdisciplinary and peer reviews, in accordance with the approved QC program and procedures. The Consultant shall have a qualified individual or individuals not directly responsible for the design or drafting of the plans verify their correctness and accuracy. The Consultant shall include with each submittal a comment review log with responses and dispositions that show how the comments from the previous submittal have been addressed.

**Subtask 2.1 General**

This work will include the preparation of general plans, demolition, site, layout, profile, grading, erosion, water pollution control and detail plans to define the limits of the project. The pavement section design will be based on recommendations from the Materials Report. All quantities will be summarized in the specifications.

**Subtask 2.2 Drainage & Utilities**

This work will include the preparation of grading, drainage and utility plans, profiles, and details as required. On-site flows will be captured and conveyed to primary drainage facilities. Drainage plans for the project will be consistent with NPDES permit requirements. Drainage calculations will be based on Sonoma County and Caltrans standards. Treatment BMPs will be identified, cross checked with environmental commitments, and designed to address the increase in runoff, if required. The preparation of utility plans will conform to Caltrans and County of Sonoma standards and policies. Plans will show existing utilities and point of connection, as well as the location of meters, if required. Conflict plans will be sent to Caltrans and PG&E after the 65% submittal.

**Subtask 2.3 Traffic, Signage, and Striping**

This work will include the preparation of general plans, layouts, quantities, and detail plans to define the limits of staging, traffic handling, signage, and temporary and permanent striping required for this project. The Consultant shall identify a construction staging scenario that allows the facilities to be built with minimal disruption to roadway traffic. The stage construction plans will identify by notes the requirements for maintaining roadway traffic and pedestrian walkways. System components are anticipated to include changeable message signs, warning lights, highway advisory radio, and traffic detector loops. The Consultant shall update and develop construction staging plans in coordination with the TMP, and prepare construction area sign plans. The Consultant shall prepare pavement delineation and sign plans, including sign design and mounting, sign layout/content schedules, sign location, and orientation plans. No overhead signs are anticipated. The pavement delineation and sign plans will build on the work developed in the preliminary engineering phase. This scope assumes no meetings with stakeholders.
will be required and one round of revisions.

**Subtask 2.4 Summary of Quantities**

The Consultant to prepare a Summary of Quantities sheet to summarize material and equipment quantities necessary to construct the project.

**Subtask 2.5 Lighting and Electrical**

This work will include the preparation lighting and electrical plans, and technical special provisions for the project. Plans will show existing electrical points of connection, as well as meters, where required. Lighting will be designed using County of Sonoma and Caltrans standards. Lighting design will include the intersection and pedestrian crosswalk safety lighting for crossings identified in the Equipment Schedule.

**Subtask 2.6 Landscape**

Development of landscape design documents to establish the final scope, relationships, forms, appearance, and development of specifications or material lists to establish special design features, materials, finish and colors, and landscaping and vegetation planting for the project. The Consultant team will work with SCTA and Caltrans to refine the list of amenities and site conditions.

**Subtask 2.7 Estimate**

The Consultant shall prepare an estimate of the probable construction cost at each design stage using the design plans as a basis for the quantity takeoff. Unit costs will be derived from recent bid information and Caltrans Cost Data Book. Allowances will be included for any items not completely defined and measurable.

**Subtask 2.8 Specifications**

The Consultant shall identify work items necessary for construction of the project and assemble the data and prepare drafts of (1) necessary modifications to the Caltrans Standard Special Provisions (2015), (2) any necessary additional technical specifications, and (3) the “boilerplate” provided by the District.
Subtask 3.1 Materials Report

WRECO will prepare the Materials Report in accordance with the Caltrans Geotechnical Design and Materials Report preparation guidelines. The report will include: Discussion of geotechnical settings including regional geology, subsurface soil, and groundwater conditions; Summary of the field investigation and laboratory testing results along with boring logs, and a Boring Location Plan; Earthwork considerations, including excavation characteristics and erosion controls; Collapse, expansive and corrosion potentials of the subgrade soils and recommended mitigation measures; Trench excavation and trench backfill recommendations for all new and relocated underground utilities; Earthquake considerations including seismic design criteria for fill embankment, and seismic hazards including the potential for liquefaction, ground rupture due to surface faulting and seismically induced settlement; Recommendations for new hot mix asphalt pavement structural section; Recommendations for structural pavement overlays of the existing sections; Recommendations for corrugated metal pipe culvert extensions; and Discussion of materials available, including local and commercial sources and materials specifications. Draft and final reports will be prepared for Caltrans review.

Subtask 3.2 Drainage Report

The Consultant shall prepare the Draft Drainage Report as an update to the Preliminary Drainage Report, prepared during preliminary engineering, to conform to the design submitted. A Draft Drainage Report will be submitted at 65%, review comments will be addressed during 95%, and the final submittals.

Subtask 3.3 Storm Water Data Report

The Consultant shall prepare the final Storm Water Data Report (SWDR) in accordance with Caltrans standards as an update from the preliminary engineering phase. The SWDR will be updated at each submittal to conform to the latest design features in the 65 percent submittals.

Subtask 3.4 Utility Relocation Plan

Services consist of the development of specific utility systems in sufficient detail to identify any required relocation of existing utilities, as well as design of any gas lateral connections. High and low risk utilities will be identified in accordance with Caltrans policies. Conflict plans will be sent to Caltrans and PG&E after the 65% submittal.

Assumption:
- PG&E relocation plans will be within the project’s footprint identified in the Final
Environmental Document.

Subtask 3.5 Utility Potholing / Coordination

The Consultant will ensure utility potholes are performed at predetermined locations using air-vacuum excavation to verify the precise horizontal and vertical location of underground utilities at the intersection of SR-116 and SR-121 in the City and County of Sonoma, California. The exact locations of proposed utility potholes will be determined at a later date. Once the requested utility has been exposed, pertinent utility data will be collected that will include the utility type, material composition, general soil characteristics, depth and a photo of the exposed utility. After the collection of utility data has been completed, the pothole will be restored to its previous condition using the appropriate backfill and surface restoration materials per the requirements set forth by the right of way owner. Potholes performed by BTL will be marked in the field with MAG nail in asphalt, chiseled X in concrete or wooden lath in natural ground and pertinent utility data will be recorded on the ground surface with white paint displaying the pothole number, utility size, type and depth. The results of BTL’s field work will presented in a Portable Document Format (PDF) report that will include: pertinent utility data, longitudinal and latitudinal coordinates and photos.

Subtask 3.6 Hazardous Material/ADL Report

The Consultant shall prepare a Hazardous Materials/ADL Report and coordinate with appropriate agencies and properties, prepare a Work Plan and a Health and Safety Plan, obtain permits (encroachment permit; Sonoma County Environmental Assessment Sampling Permit, appropriate utility clearances) , perform field work, obtain ADL/soil samples, pesticide and arsenic samples on Anaba Winery property, petroleum hydrocarbons and metals on Bonneau property, submit samples for appropriate laboratory analyses, and conduct check in phone meetings with appropriate staff.

Assumptions include the following:
- Pavement removal will not be required at soil sample locations.
- Asbestos survey is not included in scope.
- Soils will be suitable for hand augering.
- Investigation Derived Waste (IDW) to be drummed and stored at location designated by SCTA/Caltrans. Disposal costs are not included in cost estimate.
- No groundwater samples to be collected or analyzed.
- Field work can be completed in 2 days.

Subtask 3.7 Certificate of Sufficiency and HSDD

Caltrans shall prepare Certificate of Sufficiency and Hazardous Substance Disclosure Document. Backup data will be provided by the Consultant. The document will summarize the checklist for all properties within the APE for
signature by the Hazardous Waste Coordinator.

**Subtask 3.8 Appraisal Map, Plats and Legals, and Record Map**

The Consultant shall conduct supplemental right of way surveys and prepare appraisal maps (2 sheets), plats with legal descriptions for takes or easements (6 total), and Record Maps (2 sheets) to submit to the County of Sonoma for review and acceptance. This task does not include setting monuments nor a Record of Survey for the County of Sonoma. Signing and recording of plats and legal descriptions to be performed by Caltrans.

**Subtask 3.9 Survey File, R/W Control, R/W Surveys, Post Const R/W Survey**

Survey Control and Monumentation- set a minimum of four project control points adjacent to the project but outside of the proposed work areas. Prepare a construction control survey sheet showing the project base mapping, control data table, horizontal and vertical datum information, and centerline alignments.

Survey File, R/W Control, R/W Surveys, Post Construction R/W Survey - Prepare the Caltrans survey file per Appendix QQ of the Caltrans Project Manual. Set project control points and conduct a pre-construction right of way staking per section 10.15-2 of the Caltrans Surveys Manual. Conduct a post-construction monumentation survey per section 10.16-3 of the Caltrans Surveys Manual and file a Record of Survey with Sonoma County. Update the Record Maps and provide files to Caltrans.

**Subtask 3.10 ROW Certification (by Caltrans)**

This task will be prepared by Caltrans.

**Subtask 3.11 Roadway Cross Sections**

The Consultant shall prepare annotated roadway cross sections at 25-foot intervals and/or as necessary to identify critical areas at a horizontal scale of 1”=50’ and a vertical scale of 1”=5’. These cross sections will be provided during the bid as additional information.

**Subtask 3.12 Resident Engineer Pending File**

The Consultant shall prepare the Resident Engineer (RE) File, including information developed throughout the course of design. The RE File will be updated to reflect any revisions to the plans or other contract documents. The RE file will also include environmental specific memos as appropriate.

**Subtask 3.13 Permit 404/401**
WRECO will prepare the 404 and 401 Draft and Final permit applications. Permit fees will be paid by Caltrans

**Subtask 3.14 Other Permits**

The Consultant shall prepare various permits during the final design phase, such as encroachment permits, drilling etc.

**Subtask 3.15 Public Arts Strategy Memo**

The Consultant shall prepare the Public Arts Strategy Memo for opportunities within the roundabout for public art. The memo will summarize existing features from similar roundabouts within California for consideration. The final determination for artwork with the roundabout will be made by SCTA with appropriate funding and maintenance approvals by Caltrans.

**Subtask 3.16 Traffic Management Plan Report**

The Consultant shall prepare a Transportation Management Plan (TMP) in accordance with Caltrans’ *Transportation Management Plan Guidelines*. The TMP will outline strategies to minimize traffic disruption and congestion during construction. The work will include addressing the comments on the Transportation Management Plan provided during the 35% review. An assessment of the volume versus capacity of the lanes, which will be used to develop the lane closure charts. Delay calculations will also be prepared for to determine whether the segment lane closures will require Caltrans Lane Closure Committee concurrence. It is assumed that one revision to the TMP will be prepared to incorporate comments directed by the Lane Closure Committee and coordination with Caltrans. The task also includes the calculation of damage clause values for late lane closure pickups, the transportation management plan checklist and the cost estimate for the transportation management plan items. The TMP will make specific provisions for pedestrian and bicycle traffic. It is assumed that no additional traffic counts will be required for the TMP. The Consultant shall attend up to two meetings with Caltrans regarding the development of the TMP. Intersection closures due construction is not included in the traffic analysis. No detours have been identified.

**Subtask 3.17 LCCA**

The Consultant with prepare a Life Cycle Cost Analysis (LCCA) in accordance with the Caltrans standards. The most recent version of LCCA Procedures Manual and Real Cost software program shall be used to ensure proper reference to current LCCA policies, data, procedures, and guidance.
Subtask 3.18 Periodic Environmental commitment Records (ECR) Review and Updates

The Consultant’s planning team shall perform a review every 3 months during design development to ensure the plans and specifications are incorporating all environmental commitments (avoidance, minimization, and mitigation measures) in the environmental document. Ongoing communication with the PDT and design team will also be covered under this task. The Consultant shall also ensure that any design changes or modifications are evaluated in a timely manner by appropriate environmental specialists. Focus meetings will be held to resolve any topics affecting environmental commitments throughout the PS&E phase as needed. Revised iterations of the ECR will be shared with SCTA, Caltrans, and the PDT as needed.

Subtask 3.19 Environmental Revalidations

Two Environmental Revalidation reviews will be prepared as per the Standard Environmental Standard Guidelines in Chapter 1. The first review will be prepared just prior to the Right of Way Certification and the second prior to preparation of Final Design.

Assumptions are as follows:
- Three reviews are assumed for each revalidation (one review by SCTA and two by Caltrans).
- No project design elements or modifications will trigger the need for additional environmental specialist reporting or investigations and will not require a supplemental or a new environmental document.

Subtask 3.20 35%/65%/95%/Final Design Environmental Review

Consultant’s planning team shall utilize the Caltrans PS&E review tool to review the project design and specifications package to ensure all environmental commitments are incorporated into all contract language and design plans. Consultant will specifically ensure all ESA designations and environmental mitigation measures are represented in the PS&E documents. Four reviews will be conducted at 35%/65%/95% and at Final Design.

Subtask 3.21 Environmental SSP/NSSP Preparation for Specifications Package

Consultant shall prepare any required Standard Specifications specific to environmental commitments in consultation with SCTA and the Caltrans Specification owner. Tasks may include preparation of Non Standard Specifications as needed. Consultant will work with the appropriate Caltrans environmental branch to achieve approval of any NSSPs.
Subtask 3.22 Prepare Environmental Memos for RE File

Consultant shall prepare topic specific memos for the RE file documenting ESA, SSPs, NSSP’s, and mitigation measures specific to the appropriate environmental issue. The memos will be prepared in consultation and coordination with SCTA and branch specific offices at Caltrans.

Assumptions:
- Three reviews are assumed for each memo (one review by SCTA and two by Caltrans).

Subtask 3.23 Environmental File Close Out

Consultant shall prepare all hard and electronic environmental files for final closeout and hand these over to SCTA and Caltrans at completion and approval of final design.

Subtask 3.24 Preparation of Worker Environmental Awareness Training

WRECO will prepare a PowerPoint presentation for construction managers and a pamphlet for the Worker Environmental Awareness Training (WEAT) as required in the Project’s Biological Opinion. The materials developed will include information on the presence of special-status species and other environmental issues associated with the Project. A draft and a final version of the PowerPoint and the WEAT pamphlet will be prepared.

Assumptions:
- Task includes 5 hard copies only of the final brochure
- Task does not include delivery of the WEAT

Subtask 3.25 Mitigation Credit Purchases and Documentation

WRECO will assist the PDT in locating appropriate mitigation options, preferably a mitigation bank. Mitigation banks within the Project area may not have credits available. WRECO will assist the PDT by negotiating suitable mitigation with applicable resource agencies.

Subtask 3.26 Wetland Restoration Plan (Temporary Impacts)

WRECO will develop a Wetlands Mitigation and Monitoring Plan for the restoration of on-site wetlands that were temporarily impacted during the Project construction as appropriate. The plan would also include long-term monitoring goals and success criteria.
Subtask 3.27 Additional Sensitive Plant Surveys (for NE Parcel)

After the parcel situated on the northeast portion of the Project limits becomes accessible, WRECO will conduct botanical surveys during the blooming season for special-status plants that may occur on the parcel. WRECO will prepare a draft and final memorandum describing the results of the survey.

Subtask 3.28 Sensitive Species Surveys for NE Parcel

WRECO will survey the northeast parcel for special-status wildlife species. A Draft and Final survey results memorandum will be prepared.

Subtask 3.29 VPFS Surveys (Optional Task)

If vernal pools or vernal pool fairy shrimp are identified on the northeast parcel during the special-status wildlife surveys, WRECO will assist the Project Team with negotiations with regulatory agencies regarding acceptable mitigation.

Subtask 3.30 Addendum Phase 1 Survey for NE Parcel

The Consultant shall amend the existing ASR to include Phase I inventory survey of the northeast parcel within the existing APE and will conduct updated Native American consultation. The field assessment will be conducted by a two person crew. This task includes surface examination of the portion of the APE in the northeast parcel, as defined by SCTA and approved by Caltrans.

Subtask 3.31 Addendum ASR

The Consultant shall prepare an addendum ASR after field studies have been completed to describe the additional survey of the northeast parcel, survey results, revised buried sites analysis, and any revised recommendations. The addendum will include maps that reflect the survey coverage. The report will be submitted to SCTA and Caltrans for review and comments and revisions will be incorporated into the final report.

Assumptions:
• Survey results will be negative for archaeological sites

Subtask 3.32 Addendum HPSR

The Consultant shall prepare an addendum HPSR after the ASR has been completed. The addendum will consist of revisions to the existing 2016 HPSR and will follow the Caltrans HPSR format. The addendum HPSR will include revisions based on the results of the survey of the northeast parcel, updates to the buried sites analysis study and Native American consultation efforts, mapping archaeological site location data and survey
coverage areas, as needed. The report will be submitted to SCTA and Caltrans for review and comments and revisions will be incorporated into the final report.

**Subtask 3.33 Paleo Monitoring Plan**

The Consultant shall prepare the Paleontology Monitoring Plan related to paleontology resources identified in the PIR/PER to meet the requirements of CEQA, NEPA, and the California Department of Transportation.

**Subtask 3.34 Public Education Campaign**

The Public Education Campaign that will be implemented to inform area drivers and residents about the new roundabout. The work will include:

- Meet with Caltrans public information officer to understand local concerns
- Review Environmental Document comments and any notes from previous outreach public meetings related to roundabout concerns
- Develop online public awareness campaign/fact sheet on SCTA web site for all project updates; materials to be cross posted on Caltrans website
- Monitor public information program with utilities to avoid utility service delays
- Update public prior to opening and during construction regarding road closures.
- Hold Public meetings (1) and presentations (2-SCTA board and Sonoma City Council) prior to opening of roundabout. Assume one advertisement with Advertise with Napa Valley Register, Sonoma Index Tribune, Petaluma Argus Courier.
- Prepare news releases (print and digital outlets ~ 4 total) to inform motorists, bicycle groups, and public
- Distribute informational brochures to residents (~1,350) and local groups
- Provide Spanish translations for fact sheets and web content
- Work with SCTA to prepare regular postings about the roundabout education campaign and project updates on various social media outlets (facebook, twitter, snapchat, etc)

**Subtask 3.35 Draft Design Criteria & Standards**


**Subtask 3.36 List of Non-Standard Features**

The Consultant shall update the Design Exception Document Fact Sheets per Caltrans standards.
Subtask 3.37 Construction Schedule

Parsons will prepare a preliminary construction schedule to include general items of work by the 95% submittal.

Subtask 3.38 Design Services During Construction

The Consultant shall provide Design Services During Construction to attend prebid activities, respond to Requests for Information (RFI’s) and provide design services to address changes during construction. Assume 12 meetings with contractor and RE. Consultant will assist with R/W activities required, including prepare materials, attend Management Review Meeting, and prepare minutes.

Subtask 3.39 Post Construction Activities

The Consultant shall Prepare project history file, as-builts, and attend constructibilty and management review meetings as required.

Subtask 3.40 Tree Survey

Consultant will conduct a tree survey identifying the exact locations of trees within the project footprint.

TASK 4.0 Contingency

The Contingency will be used on a task order based to handle unforseen design activities.

Assumptions

- Notice to Proceed will be granted 2/1/17
- PDT Attendance is estimated at 12 meetings
- Environmental Revalidation limited to two revisions
- No project design elements or modifications will trigger the need for additional environmental specialist reporting or investigations and will not require a supplemental or a new environmental document
- Access is granted to NE Parcel 142-081-015 by August 2018
- Assume biological surveys will yield no additional wetlands, no Vernal Pool Fairy Shrimp (VPFS), and no new listed plant species
- Assume mitigation bank options within the project’s service area exist and have available credits for purchase for wetland impacts and California red-legged frog impacts
- Archaeological survey results will be negative for archaeological sites, scope does not cover an additional follow up studies, consultation, or reporting if survey results are positive
- Hazardous Material/ADL Report assumptions:
  - Pavement removal will not be required at soil sample locations.
  - Asbestos survey is not included in scope.
  - Soils will be suitable for hand augering
  - Investigation Derived Waste (IDW) to be drummed and stored at location designated by SCTA/Caltrans. Disposal costs are not included in cost estimate
  - No groundwater samples to be collected or analyzed
  - Field work can be completed in two (2) days
- PG&E relocation plans will be within the project’s footprint identified in the Final Environmental Document
- Scope does not cover preconstruction surveys (other than those identified in the task above) including but not limited to surveys for special status species, plans, or avian resources
- Additional plans required as part of the 404 and 401 permitting are not covered under this scope
- Lead Responsible Person (LRP) responsibilities for uploading required documents into the SMARTS system as part of NPDES coverage, including the Notice of Intent (NOI), and the supporting specifications for BMPs, will be covered by Caltrans or the project’s Construction Contractor
- Post construction mitigation or landscape monitoring and reporting is not covered under this scope and will be handled under a separate contract
- Value Analysis will not be required
**SR 116/121 Improvement Project**

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* Drilling Permit to be obtained from Sonoma County Permit Resource Management Agency.
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### Utility Relocation Plan/RW/Cert

- PDT Meetings (12)
- Tree Surveys
- Addendum HPSR
- Periodic ECR Updates
- Post Construction Activities/as built/12 const meetings

### Multipliers

- % of budget in CY+2: 0.00%
- Negotiated Profit: 10.00%

### Calculation Section

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### Project Summary

- **Contingency**: 1.0
- **Parsons**:
  - 22,588.46
  - 27,551.15
  - 200.00
  - 50,339.61
  - 5,013.96
  - 55,353.57
  - 444
  - 34,005.39
  - 48,459.56
  - 1,000.00
  - 83,464.95
  - 8,246.49
  - 91,711.44

### Index of Plans, Abbreviations, Symbols, & Legend

- Typical Cross Sections
- Key Map and Line Index
- Survey Control and... Details
- Temp Water Pollution Control
- Erosion Control Plans, Details, and Quantities
- Contour Grading

### Additional Notes

- **Index of Plans, Abbreviations, Symbols, & Legend**: Includes detailed sections for various plan types and their respective abbreviations and symbols.
Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.9 - Cooperative agreement 04-2625 for Project Specifications and Estimates (PSE) and 04-2640 for Right-of-Way (R/W) Phases with Caltrans for State Route 116/121

Date: June 12, 2017

Issue:
Shall the SCTA enter into Caltrans Cooperative Agreements 04-2625 for Project Specifications and Estimates (PSE) and 04-2640 for Right-of-Way (R/W) Phases of the Measure M SR116/121 Intersection Improvements Project?

Background:
On October 14, 2013, the Board approved entering into a cooperative agreement (04-2513) for Project Approval and Environmental Document Oversight with the California Department of Transportation (Caltrans). The funds expended on environmental activities were approved to be matched in a subsequent phase.

Caltrans has provided draft cooperative agreements to provide oversight of the PSE phase and to perform activities in the Right-of-Way Capital and Support phases. Those draft documents are attached to this staff report.

Staff is seeking authorization for staff to negotiate and the chair to execute the proposed cooperative agreements with Caltrans. Staff is also seeking authorization (in a preceding staff report) for extending the contract with Parsons to provide Plans Specifications and Estimates in addition to the Project Approval and Environmental Document activities outlined in the existing contract.

Policy Impacts:
There are no policy impacts associated with this action.

Fiscal Impacts:
The PSE Cooperative Agreement establishes that SCTA will fund the PSE phase, and Caltrans will provide oversight and approval. The Right-of-Way Cooperative Agreement would provide $897,000 for Caltrans to perform R/W activities (R/W Capital: $457,000 and R/W Support $440,000). The funds are currently programmed in the 2017 Measure M Strategic Plan for that purpose.

Staff Recommendation:
Staff recommends that the Board authorize staff to negotiate and the chair to execute the proposed cooperative agreements 04-2625 and 04-2640 with Caltrans for PSE and R/W, respectively, pending review and comment by counsel, and approve Resolution 2017-016.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING STAFF TO NEGOTIATE AND THE CHAIR TO EXECUTE COOPERATIVE AGREEMENTS 4-2625 FOR PROJECT PLANS, SPECIFICATIONS AND ESTIMATES OVERSIGHT AND 4-2640 FOR RIGHT OF WAY SUPPORT AND CAPITAL IN AN AMOUNT NOT TO EXCEED $897,000 FOR THE HIGHWAYS 116/121 INTERSECTION IMPROVEMENT PROJECT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS).

WHEREAS, Sonoma County Transportation Authority is authorized to provide Measure M funds for project development and construction of certain transportation projects though the California Department of Transportation (Caltrans); and

WHEREAS, Project Approval and Environmental Document Phase of the SR116/121 Intersection Improvement project is anticipated to be completed; and

WHEREAS, Cooperative Agreement No. 4-2513 was previously executed with Caltrans for Environmental Document and Project Approval Internal Quality Assessment (PA&ED IQA) services necessary for SR116/121 Intersection Improvement project; and

WHEREAS, SCTA is amending a contract with Parsons to provide Plans Specifications and Estimates in coordination with Caltrans; and

WHEREAS, Sonoma County Transportation Authority desires to enter into new Cooperative Agreements 4-2625 and 4-2640 for Plans Specification and Estimate, Right of Way Support and Right of Way Capital in an amount not to exceed $897,000 with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Cooperative Agreements 4-2625 and 4-2640 with the California Department of Transportation in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
THE FOREGOING RESOLUTION was moved by Director _____, Seconded by Director _______ and approved by the following vote:

Director Agrimonti   Director Mansell
Director Coursey      Director Miller
Director Gorin       Director Rabbitt
Director Gurney      Director Russell
Director Landman     Director Salmon
Director Mackenzie   Director Zane

Ayes: ___    Noes: __    Absent: __    Abstain: __

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on June 12, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
This AGREEMENT, effective on ______________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Sonoma County Transportation Authority, a public corporation, referred to hereinafter as SCTA.

**RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, modifying the existing State Route 116/State Route 121/Bonneau Road intersection from a 4-way stop-controlled intersection to a roundabout, widening State Route 116, State Route 121, and Bonneau Road, constructing pedestrian facilities, eliminating an existing free right-turn at the intersection, relocating an existing park and ride lot, and modifying landscape and drainage facilities, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS is developing the Mitigated Negative Declaration (Cooperative Agreement No. 04-2513).
- CALTRANS is developing the Finding of No Significant Impact (Cooperative Agreement No. 04-2513).
- CALTRANS completed the Project Initiation Document on September 3, 2013 (Cooperative Agreement No. 04-2409).
- CALTRANS is developing the PAED (Cooperative Agreement No. 04-2513).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

   • SCTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY’s quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. SCTA is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.
14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment
details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in
its entirety, each time the funding details change. Funding Summary replacements will be
executed by a legally authorized representative of the respective PARTIES. The most current
fully executed Funding Summary supersedes any previous Funding Summary created for this
AGREEMENT.

15. Unless otherwise documented in the Funding Summary, all fund types contributed to a
PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

16. Unless otherwise documented in the Funding Summary, any savings recognized within a
PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in
proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise
stated in this AGREEMENT.

SCTA's WORK costs are to be paid from the funds shown in the Funding Summary.

**CALTRANS’ Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System, will perform quality
management work including independent quality assurance and owner/operator approvals for
the portions of WORK within the existing and proposed State Highway System right-of-way.

19. CALTRANS’ independent quality assurance efforts are to ensure that SCTA's quality
assurance results in WORK that is in accordance with the applicable standards and the
PROJECT’s quality management plan (QMP). Independent quality assurance does not include
any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking
WORK.

When CALTRANS performs independent quality assurance it does so for its own benefit. No
one can assign liability to CALTRANS due to its independent quality assurance.

20. Caltrans, as the owner/operator of the State Highway System, will approve WORK products in
accordance with Caltrans policies and guidance and as indicated in this AGREEMENT.

21. SCTA will provide WORK-related products and supporting documentation upon CALTRANS’
request for the purpose of Caltrans’ quality management work.
22. The cost of CALTRANS’ quality management work is to be borne by CALTRANS independent of any funds obligated in this AGREEMENT.

**CEQA/NEPA Lead Agency**

23. CALTRANS is the CEQA Lead Agency for the PROJECT.

24. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

25. SCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SCTA’s responsibilities in this AGREEMENT.

26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

27. The PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>404, US Army Corps Of Engineers</td>
</tr>
<tr>
<td>401, Regional Water Quality Control Board</td>
</tr>
<tr>
<td>National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board</td>
</tr>
<tr>
<td>BO Section 7 USFWS</td>
</tr>
</tbody>
</table>

**Plans, Specifications, and Estimate (PS&E)**

28. As the PS&E IMPLEMENTING AGENCY, SCTA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
29. CALTRANS will be responsible for completing the following PS&E activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.15.10.xx Quality Management</td>
</tr>
<tr>
<td>255.15 Environmental Re-evaluation</td>
</tr>
<tr>
<td>255.20 Final PS&amp;E Package</td>
</tr>
<tr>
<td>260 Contract Bid Documents Ready to List</td>
</tr>
<tr>
<td>265 Awarded and Approved Construction Contract</td>
</tr>
</tbody>
</table>

30. This AGREEMENT does not include the RIGHT-OF-WAY PROJECT COMPONENT. Completion of PS&E may depend upon completion of some RIGHT-OF-WAY activities. PARTIES acknowledge that the WORK may not result in a product that can be used to advertise and award a contract for the CONSTRUCTION PROJECT COMPONENT without completing some activities under a separate agreement or by later amending this AGREEMENT.

31. SCTA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

SCTA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

32. SCTA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
33. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents “Ready to List” (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

SCTA will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents “Ready to List” activities.

**Schedule**

34. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

**Additional Provisions**

35. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CALTRANS policies and directives
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual

36. CALTRANS retains the right to reject noncompliant WORK. SCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

37. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
38. SCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

39. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

40. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

41. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

42. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

43. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.
44. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

45. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

46. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

47. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

48. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

49. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

50. SCTA will accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK.
51. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

52. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

53. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

54. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

55. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

56. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

57. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

58. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this Agreement.

**GENERAL CONDITIONS**

59. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
60. All CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

61. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SCTA under this AGREEMENT. It is understood and agreed that SCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

62. Neither SCTA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

63. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

64. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

65. SCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SCTA waives the provisions of California Civil Code section 1654.

A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

66. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
67. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

68. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

69. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

70. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

71. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code § 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.
Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

IMPLEMENTING AGENCY – The PARTY responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

PROJECT COMPONENT – A distinct portion of the planning and project development process as defined in the CALTRANS Workplan Standards Guide.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The Caltrans WBS defines each PROJECT COMPONENT as a group of work activities/products. The Caltrans Work Breakdown Structure is defined in the Caltrans Workplan Standards Guide.

WORK – All obligations and responsibilities to complete the project component identified in the agreement.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Helena (Lenka) Culik-Caro
Deputy District Director, Design

Certified as to funds:

Jeffrey Armstrong
District Budget Manager

SONOMA COUNTY TRANSPORTATION AUTHORITY

Chair, SCTA Board

Attest:

Suzanne Smith
Executive Director, SCTA

Approved as to form and procedure:

Adam Brand Attorney, SCTA
# FUNDING SUMMARY NO. 01

## FUNDING TABLE

<table>
<thead>
<tr>
<th>Party</th>
<th>Fund Type</th>
<th>PS&amp;E</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Local Funds</td>
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<td>SCTA</td>
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<td></td>
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## SPENDING SUMMARY

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<tr>
<th>Fund Type</th>
<th>PS&amp;E</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Local</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>0</td>
</tr>
</tbody>
</table>
**Invoicing and Payment**

*Plans, Specifications, and Estimate (PS&E)*

1. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.
COOPERATIVE AGREEMENT

This AGREEMENT, effective on ______________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Sonoma County Transportation Authority, a public corporation, referred to hereinafter as SCTA.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, modifying the existing State Route 116/State Route 121/Bonneau Road intersection from a 4-way stop-controlled intersection to a roundabout, widening State Route 116, State Route 121, and Bonneau Road, constructing pedestrian facilities, eliminating an existing free right-turn at the intersection, relocating an existing park and ride lot, and modifying landscape and drainage facilities, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   • RIGHT-OF-WAY

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS is developing the Mitigated Negative Declaration (Cooperative Agreement No. 04-2513).
- CALTRANS is developing the Finding of No Significant Impact (Cooperative Agreement No. 04-2513).
- CALTRANS is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 04-2625).
- CALTRANS completed the Project Initiation Document on September 3, 2013 (Cooperative Agreement No. 04-2409).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

• CALTRANS is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT OF WAY Capital) and the cost of the staff work in support of the acquisition (RIGHT OF WAY Support).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.
Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

14. Unless otherwise documented in the Funding Summary, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.

18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

21. The PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>404, US Army Corps Of Engineers</td>
</tr>
<tr>
<td>401, Regional Water Quality Control Board</td>
</tr>
<tr>
<td>National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board</td>
</tr>
<tr>
<td>BO Section 7 USFWS</td>
</tr>
</tbody>
</table>

**RIGHT-OF-WAY**

22. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

23. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.

24. CALTRANS will provide Right of Way Certification prior to PROJECT advertisement.

25. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

26. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

**Schedule**

27. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

28. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.
Additional Provisions

29. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CALTRANS policies and directives
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Right of Way Manual

30. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

31. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

32. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

33. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

34. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.
35. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

36. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

37. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

38. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

39. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

40. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

41. Any PARTY that is responsible for completing WORK will accept, reject, compromise, settle, or litigate claims arising from the WORK.
42. **PARTIES** will confer on any claim that may affect the WORK or **PARTIES’** liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after **PARTIES** confer on the claim.

43. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. **PARTIES** will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

44. **PARTIES** will maintain, and will ensure that any consultant hired by **PARTIES** to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

45. **PARTIES** will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

**PARTIES** will retain all WORK-related records for three (3) years after the final voucher.

**PARTIES** will require that any consultants hired to participate in the WORK will comply with this Article.
46. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and SCTA will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

49. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

50. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

51. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

52. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.
GENERAL CONDITIONS

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

54. All CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

55. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SCTA under this AGREEMENT. It is understood and agreed that SCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither SCTA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

57. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
58. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

59. SCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SCTA waives the provisions of California Civil Code section 1654.

A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
64. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

65. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code § 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

IMPLEMENTING AGENCY – The PARTY responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

PROJECT COMPONENT – A distinct portion of the planning and project development process as defined in the CALTRANS Workplan Standards Guide.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

WORK – All obligations and responsibilities to complete the project component identified in the AGREEMENT.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

______________________________
Helena (Lenka) Culik-Caro
Deputy District Director, Design

Certified as to funds:

______________________________
Jeffrey Armstrong
District Budget Manager

SONOMA COUNTY TRANSPORTATION AUTHORITY

______________________________
David Rabbitt
Chair, SCTA Board

Attest:

______________________________
Suzanne Smith
Executive Director, SCTA

Approved as to form and procedure:

______________________________
Adam Brand
Attorney, Sonoma County
### FUNDING SUMMARY NO. 01

#### FUNDING TABLE

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<tr>
<th>Party</th>
<th>Fund Type</th>
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<td>R/W SUPPORT</td>
<td>R/W CAPITAL</td>
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<tr>
<td>Local Funds</td>
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<td>SCTA</td>
<td>MEASURE</td>
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<tr>
<td>Totals</td>
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<td>457,000</td>
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#### SPENDING SUMMARY

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<th>Fund Type</th>
<th>R/W Support</th>
<th>R/W CAPITAL</th>
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<tr>
<td>Totals</td>
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</tr>
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</table>
Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCTA will pay invoices within five (5) calendar days of receipt of invoice.

5. If SCTA has received EFT certification from CALTRANS then SCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month’s expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

RIGHT-OF-WAY Support

7. CALTRANS will invoice and SCTA will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

8. CALTRANS will invoice and SCTA will reimburse for the accepted offer price of parcels.
Staff Report

To: SCTA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.1.2 – presentation on Vital Signs – the Bay Area’s performance monitoring tool

Date: June 12, 2017

Issue:
What is the most recent data on jobs, housing and transportation for Sonoma County and how does Sonoma County compare to the rest of the Bay Area on key performance metrics?

Background:
MTC developed Vital Signs, an interactive website that tracks how the Bay Area region is doing now, what has been done in the past, and where we’re headed in the future related to infrastructure, housing, economy and environment.

Dave Vautin from MTC will attend the Board meeting and provide a briefing on Sonoma County. The presentation can be found on the SCTA website at: http://scta.ca.gov/wp-content/uploads/2017/05/Sonoma-County-Vital-Signs-2017.pdf

Policy Impacts:
None.

Fiscal Impacts:
None.

Staff Recommendation:
This is not an action item.
Staff Report

To: Sonoma County Transportation Authority

From: Janet Spilman, Director of Planning

Item: 4.1.3 - Priority Development Area Investment and Growth Strategy 2017 update

Date: June 12, 2017

Issue:
Shall the Board adopt the 2017 Priority Development Area (PDA) Investment and Growth Strategy and submit it to MTC?

Background:
The One Bay Area Grant Program (OBAG 2) is the second round of the federal transportation funding program designed to support the implementation of Plan Bay Area, the region's Sustainable Communities Strategy (SCS). OBAG 2 covers the five-year period from FY 2017-18 to FY 2021-22 and follows OBAG Cycle One. The One Bay Area Grant program funds transportation projects and reinvents a federal program that has been funding local projects since 1991.

The purpose of a PDA Investment & Growth Strategy (PDA IGS), which can be found at the SCTA website here, [http://scta.ca.gov/wp-content/uploads/2017/05/PDA-IGS-2017-update.pdf](http://scta.ca.gov/wp-content/uploads/2017/05/PDA-IGS-2017-update.pdf), is to ensure that local transportation agencies like the SCTA have a transportation project priority-setting process for OBAG 2 funding that supports and encourages development in the region's PDAs, and the goals of Plan Bay Area. For this iteration of the PDA IGS there is an additional emphasis on affordable housing goals, more specifically on the issue of displacement.

SCTA approved the first PDA Investment and Growth Strategy in May 2013, which was developed to fulfill the regional requirement. This document describes PDAs and other Development Areas along with PCAs. It gives an overview of policies in Sonoma County that support the goals of OBAG and Plan Bay Area. Updates to the PDA Investment & Growth Strategy generally include information that is new or changed since the last report, provided by ABAG and the local jurisdictions. In this update we have reproduced the entire report to refresh the descriptions of PDAs, and other focused growth areas, and have included new and relevant content from the recently approved Comprehensive Transportation Plan (CTP).

This CTP information addresses the demographics and forecasts of Sonoma County’s population and travel activity. We also discuss evidence from other local sources (including Department of Health Services, Economic Development Board) about the economic and health aspects of the housing crisis in Sonoma County. The rural and suburban nature of the county has led to different development patterns of low income housing than in other, more urban parts of the Bay Area region. Related to this is the necessity of using the appropriate tools (Portrait of Sonoma County Priority Places for example) to assess the needs of Sonoma County’s disadvantaged communities.
Forecasts demonstrate a growing senior population, and a jobs/housing/income balance that could lead to an increased in-commute. Also, significantly for this exercise, we have no evidence that PDA development leads to displacement or in any way negatively affects our communities of concern.

The SCTA has used the PDA Investment and Growth Strategy as a tool to describe PDA development and better integrate land use planning with transportation programming decisions in Sonoma County over time.

**Policy Impacts:**

The policies of OBAG already closely coincide with the goals of the SCTA and local jurisdictions. The Goals and Objectives of Comprehensive Transportation Plan for Sonoma County complement the goals of Plan Bay Area and the OBAG program.

There remain areas of inconsistency that staff continues to work on with MTC/ABAG, including:

- Local jurisdictions do not completely agree with ABAG’s forecast of housing and jobs in the designated areas.
- The transit service requirements of becoming a PDA combined with underfunding transit operations has been a source of frustration.
- The unincorporated County urban service areas, now designated as Rural Community Investment Areas, are not PDAs and are no eligible for the funding they need to implement OBAG goals.
- Sonoma County jurisdictions have, in both cycles, easily met the requirement that 50% of funding be directed toward projects in PDAs, largely because of the abundant need for transportation funds. This orientation toward PDAs is not necessarily accomplishing the goals of the program, in that many areas of smart growth cannot meet the eligibility requirements of PDA status, usually transit headways.

**Fiscal Impacts:**

The PDA Investment and Growth Strategy update is a requirement of receipt of OBAG funding. The amount of OBAG2 funding available for local projects is $20.22M. SCTA staff wrote the document working in partnership with local jurisdictions.

**Staff Recommendation:**

The Draft PDA IGS has been reviewed by the PAC, and jurisdictions. Review the attached report and consider approval of the PDA Investment and Growth Strategy update.
Staff Report

To: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: 4.1.4 – Planning Activities Report
Date: June 12, 2017

Issue:
Information only.

Background:

PLANNING

- **PDA Investment and Growth Strategy** - Preparation and meetings to update PDA IGS which is a requirement for OBAG 2 funds. The report is included in this agenda.

- **Bicycle and Pedestrian Planning** - SCTA staff has updated existing bicycle and pedestrian facilities for the Countywide Bicycle and Pedestrian Master Plan maps and for the Caltrans District 4 Bicycle Plan. Staff has asked that jurisdictions submit any new locally-approved bicycle and pedestrian projects for the Countywide Bicycle and Pedestrian Master Plan by the end of September and plans to allow for new locally-approved projects to be added on an annual basis. SCTA staff has been coordinating with Caltrans and the CBPAC on the District 4 Bicycle Plan, which will focus on the gaps and barriers around the State highway system. The first round of workshops and survey for the Caltrans District 4 Bicycle Plan closed at the end of May. Information about the plan is available online at [http://www.dot.ca.gov/d4/bikeplan/](http://www.dot.ca.gov/d4/bikeplan/).

- **Shift Sonoma County** - SCTA and RCPA staff continue to work with consultants and local stakeholder groups on the development of the Shift Sonoma County Low Carbon Transportation Action Plan. Significant advancements have been made on the draft Action Plan that encapsulates each of the individual Mode Shift and Fuel Shift tools. [http://scta.ca.gov/planning/shift](http://scta.ca.gov/planning/shift)

ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING

SCTA staff has submitted the adopted programs for Transportation Development Act, Article 3 and Transportation for Clean Air Fund, County Program Manager to the respective funding agencies, MTC and BAAQMD.

PROGRAM MANAGEMENT

- **Santa Rosa Car Share Pilot Program** – One proposal for the Santa Rosa Car Share Pilot Program was received by the closing date in April in response to the Request for Proposals. The evaluation team has completed the interview and evaluation process. Staff is working on contract negotiations and approval of a public interest finding with Caltrans. A proposed contract will be brought to the Board for approval. The grant will provide operating and marketing subsidies to a car share operator for
implementing new service to Santa Rosa for a two-year period. The full RFP is available at [http://bit.ly/2mJ8q0F](http://bit.ly/2mJ8q0F).

- **Safe Routes to School** - SCTA staff has approved Sonoma County Bicycle Coalition's work plan for the continuation of the Safe Routes to School Program in school year 17/18 under Measure M. Staff continues to work with the Department of Health Services and the Sonoma County Bicycle Coalition to develop an overall vision and work plan for the program funded through OBAG 2 beginning in school year 18/19.

- **Bike Share Grant** – On April 19, MTC released a call for projects for a Bike Share Capital Program funding and invited SCTA as a partner with the Transportation Authority of Marin (TAM) to apply based on our joint Letter of Interest for a SMART Phase 1 corridor program. SCTA staff is working with the cities of Petaluma, Cotati, Rohnert Park, and Santa Rosa, as well as TAM and MTC to confirm program details in preparation for the application which is due on June 30. The complete application will be brought to the Board for approval in July. Separately, Healdsburg is developing a bike share pilot program that will be in place later this year.

### DATA MANAGEMENT AND FORECASTING

Staff responded to data requests from the public and local staff related to traffic volumes, congestion, and future travel demand. Staff provided modeling support for local projects in the City of Santa Rosa.

- **Sonoma County Travel Model Update** - Work continues on the travel demand update. Staff continued to compile lists of recently constructed and permitted projects and continued to update model base year parcel data from 2010 to 2015 using local and countywide data sources. Updated general plan and area specific plan growth estimates are also being incorporated into the updated travel model.

- **Mapping/GIS** – Priority Development Area and Rural Investment Area data and maps have been updated. Other geospatial data has been collected and updated in support of the travel model update.

### COORDINATION & OUTREACH

**Local Activities**

- SB 743 Coordination and Tracking – Staff attended training focused on SB 743 implementation and VMT estimation to aid with local calculation.

- Planning Advisory Committee – May meeting discussion about PDA IGS update and housing in Sonoma County

- Staff presented to local staff and the public about the basics of travel demand modeling, forecasting, and the Sonoma County Travel Model

**Regional Coordination**

- MTC/ABAG committees: participation in Regional Advisory Working Group; Regional Equity Working Group

- MTC/ABAG committees: participation in Regional Equity Working Group – met in May

- CMA Planning Directors – met in May – Janet Spilman is V. Chair
• Bay Area Planning Directors Executive Committee – met in February and March.
• Caltrans District 4 Bicycle Plan TAC - met in April.

Policy Impacts:
All activities are consistent with SCTA policy.

Staff Recommendation:
Information only.
Staff Report

To: RCPA Board of Directors

From: Lauren Casey, Director of Climate Programs

Item: 4.3.1 – Bay Area Air Quality Management District – Presentation on Clean Air Plan

Date: June 12, 2017

Issue:
Information only.

Background:
In April 2017, the Bay Area Air Quality Management District (BAAQMD) adopted the 2017 update to its Clean Air Plan, *Spare the Air, Cool the Climate*. The region wide plan establishes a long-term vision to protect public health and protect the climate by reducing greenhouse gasses and other harmful pollutants. The attached executive summary provides an overview of the Plan, which can be found online at: [http://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans](http://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans).

To achieve an 80% reduction in GHGs from 1990 levels by 2050 – the same target as adopted in the RCPA’s Regional Climate Action Plan - the Clean Air Plan includes a control strategy to implement in the next 3-5 years along with plans to empower other actions through funding, best practices, information, advocacy, and partnerships. These tools will be used to facilitate efficient buildings, clean and affordable transportation, carbon free power, zero waste, healthy working lands, and conscientious household consumption.

Implementation of the Plan will advance RCPA goals; implementation of the RCPA’s Climate Action Plan will advance BAAQMD goals. Staff at both agencies will continue to coordinate to ensure implementation efforts are aligned and successful in Sonoma County.

Abby Young, Climate Protection Manager at BAAQMD, will present on the adopted Plan and the importance for local jurisdictions.

Policy Impacts:
The goals of the Clean Air Plan directly align with the goals of Climate Action 2020 and Beyond.

Fiscal Impacts:
None.

Staff Recommendation:
Information only.
The Challenge

Since its formation in 1955 as the first regional air quality agency in the nation, the Bay Area Air Quality Management District (Air District) has led the effort to reduce air pollution and protect public health in the region. Over the past 60 years, we have made great progress in improving air quality throughout the San Francisco Bay Area, while the population and economic output of the region have increased tremendously. Population exposure to unhealthy levels of ozone and particulate matter, and cancer risk from exposure to toxic air contaminants, have all been greatly reduced.

But further progress is needed. As science has improved and progressed, we continue to learn more about the harmful impacts of air pollution. Some Bay Area communities and populations are disproportionately impacted by air pollution. And climate change—which has already begun to impact the region, state and world—threatens to degrade air quality and to potentially jeopardize the health and well-being of Bay Area residents, especially in the most vulnerable communities. To protect public health and stabilize the climate, we must take aggressive action to eliminate fossil fuel combustion and transition to a post-carbon economy.

Transitioning to a post-carbon economy presents a daunting challenge. But this challenge provides a tremendous opportunity for the region to develop new technologies, solutions, and ideas that will help California continue to lead the nation and ensure our continued viability and prosperity as a region. By so doing, we can protect the environment and the climate that make the Bay Area a great place to live.
EXECUTIVE SUMMARY

place to live, while leading the way toward the innovative policies and technologies that will drive economic change and promote social equity in the 21st century.

Climate change is a global problem. No single region or agency can solve the climate challenge on its own. But in the face of uncertainty at the national level, it is imperative that Bay Area residents, businesses and institutions step up to the challenge and provide leadership. Region-wide action may provide an example of metropolitan-scale solutions to improve air quality and protect the climate; an example that may be replicated throughout California, the United States and beyond.

To help accomplish the long-range vision described in this plan, the Air District will deploy all its tools and resources to continue reducing emissions of air pollutants and greenhouse gases (GHGs) in the Bay Area. But recognizing that climate change represents a profound and long-term challenge, the Air District will also step up to expand its role by fostering research and innovation, developing new partnerships, convening stakeholders, educating Bay Area residents about how they can reduce GHG emissions, and providing leadership as part of the overall regional effort to protect the climate.

Goals and Objectives

The 2017 Clean Air Plan, Spare the Air, Cool the Climate (2017 Plan), focuses on two closely-related goals: protecting public health and protecting the climate. Consistent with the GHG reduction targets adopted by the state of California, the plan lays the groundwork for a long-term effort to reduce Bay Area GHG emissions 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050.

To help describe what it will take to achieve the ambitious GHG reduction target for 2050, the Plan offers a long-range vision of how the Bay Area could look and function in a year 2050 post-carbon economy, and describes a comprehensive control strategy that the Air District will implement over the next three to five years to protect public health and protect the climate, while setting the region on a pathway to achieve the 2050 vision.

The 2017 Plan updates the most recent Bay Area ozone plan, the 2010 Clean Air Plan, pursuant to air quality planning requirements defined in the California Health & Safety Code. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—reactive organic gases (ROG) and nitrogen oxides (NOx)—and reduce transport of ozone and its precursors to neighboring air basins. In addition, the Plan builds upon and enhances the Air District’s efforts to reduce emissions of fine particulate matter and toxic air contaminants.

The Vision for 2050

By visualizing what the Bay Area may look like in a post-carbon year 2050—where we will live, how we will travel, what we will produce, and what we will consume—we can better discern the policies and actions that we, as a region, need to take in the near- to mid-term to embark on the transformation. The Plan describes a vision for a thriving region with clean air, a stable climate, a
executive summary

robust natural environment and a prosperous and sustainable economy. The vision for 2050 can be briefly summarized as follows.

Where We Live and Work: Buildings

By 2050 the buildings in which we live, work, learn, shop and socialize will be energy efficient, and they will be heated, cooled, and powered by renewable energy.

To eliminate the use of fossil fuels in buildings, we will need to:

- Maximize energy efficiency in both new and existing buildings. Stringent standards already apply to new buildings. However, efforts to retrofit existing commercial and residential buildings will need to be greatly expanded.
- Increase production of on-site renewable energy such as rooftop solar.
- Develop and deploy technologies for on-site energy storage.
- Switch from natural gas to clean electricity, or other renewable energy, for space and water heating, clothes drying, cooking, and other domestic uses.

To reduce emissions of particulate matter (PM) and black carbon, we will also need to eliminate wood burning.

How and Where We Travel: Transportation

By 2050 the transportation sector will be transformed. We will travel by a combination of electric vehicles, both shared and privately-owned; autonomous public transit fleets offering both fixed-route and flexible-route service; with a large share of trips by bicycling, walking and transit.

- New development will need to offer safe and convenient access to jobs, shopping and services by transit, bicycle and walking.
- The majority of trips will need to be made by walking, bicycling, riding transit or sharing vehicles.

What We Produce: Sustainable Production

By 2050 the Bay Area economy will be powered by clean, renewable electricity. The region will be a leading incubator and producer of clean energy technologies, and Bay Area industry will lead the world in the carbon-efficiency of our products.

- A smart grid interconnecting renewable energy sources will be needed in order to provide nearly 100 percent renewable electricity.
- Bay Area industries will need to be powered by carbon-free electricity and biofuels.
- The carbon-intensity of products—the amount of carbon emissions associated with making a given product—manufactured in the region will need to be greatly reduced.
- The Bay Area will need to become a hub for the development and production of innovative renewable energy technologies, creating solid jobs requiring diverse education and skills.

What We Consume: “Conscientious Consumption”

By 2050, Bay Area residents will need to develop a low-carbon lifestyle. We will greatly reduce our personal GHG consumption (our “GHG footprint”) by driving electric vehicles, living in zero net-energy homes, eating low-carbon foods, and purchasing goods and services with low carbon content. Waste will be greatly reduced, any waste
products will be re-used or recycled, and all organic waste will be composted and put to productive use.

- The Air District and partner agencies will develop information campaigns to help Bay Area residents understand the active role they can play in reducing GHG emissions. This will include providing information on the factors that influence their GHG footprint and resources to help make effective choices to reduce their personal GHG footprint.

- Bay Area residents will need to reduce their consumption of carbon-intensive foods and adopt a low-carbon diet for at least some portion of their meals.

- Food waste will need to be greatly reduced and all organic matter will need to be diverted from the waste stream and put to productive use.

Pollutants Addressed

The 2017 Plan describes a multi-pollutant strategy to simultaneously reduce emissions and ambient concentrations of ozone, fine particulate matter, toxic air contaminants, as well as greenhouse gases that contribute to climate change. Each category of pollutant is briefly described below.

Ozone: Ozone (O₃), often called smog, is formed by photochemical reactions of precursor chemicals, known as ROG and NOₓ, in the presence of sunlight. Exposure to ozone can damage the lungs and aggravate respiratory conditions such as asthma, bronchitis and emphysema. Motor vehicles and industrial sources are the largest sources of ozone precursors in the Bay Area.

Emissions of ozone precursors have been greatly reduced in recent decades. As a result, Bay Area ozone levels and population exposure to harmful levels of smog have decreased substantially. Despite this progress, the Bay Area does not yet fully attain state and national ozone standards. This is primarily due to the progressively tightened national ozone standard, but also to the amount of population and economic growth occurring within the Bay Area. Therefore, we need to further reduce emissions of ozone precursors. This is especially important because rising temperatures associated with climate change are expected to increase emissions of ozone precursors and smog formation.

Particulate matter: Fine particulate matter (PM₂.₅), a diverse mixture of suspended particles and liquid droplets (aerosols), is the air pollutant most harmful to the health of Bay Area residents. Exposure to fine PM, on either a short-term or long-term basis, can cause a wide range of respiratory and cardiovascular health effects, including strokes, heart attacks and premature deaths. Combustion of fossil fuels and wood (primarily residential wood-burning) are the primary sources of PM₂.₅ in the Bay Area. Emissions and ambient concentrations of PM have both been greatly reduced in recent years. As a result, the Bay Area currently meets national and state standards for both daily and annual average levels of PM₂.₅. Despite this progress, some Bay Area communities are still impacted by localized concentrations of PM. In addition, health studies find negative health impacts from exposure to PM even below the current standards. Therefore, we need to continue our efforts to further reduce PM emissions.

Toxic Air Contaminants: Toxic air contaminants (TACs) are a class of pollutants that includes hundreds of chemicals hazardous to human health. Long-term exposure to TACs may cause more severe health effects such as neurological damage, hormone disruption, developmental defects and cancer. Because TAC emissions are highly localized, exposure to TACs is a key criterion that the Air District uses to identify communities that are disproportionately impacted by air pollution. The average cancer risk from TACs in the Bay Area has been reduced by 80 percent since 1990. The Air District will continue working to reduce TACs with the goal of eliminating disparities in health risks from TACs among Bay Area communities.

Greenhouse Gases: The principal greenhouse gases that contribute to global warming and climate change include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), as well as black carbon and fluorinated gases (F-gases): hydrofluorocar-
bons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF$_6$). After increasing rapidly in past decades, GHG emissions throughout California and the Bay Area have leveled off. However, in order to prevent the most dangerous climate change scenarios, we must reduce GHG emissions greatly. It is especially important to rapidly reduce emissions of those GHGs with very high global warming potential, such as methane, black carbon, and F-gases, which we refer to as “super-GHGs” in this document. (The Air Resources Board refers to these compounds as short-lived climate pollutants or SLCPs.) To provide a roadmap, the 2017 Plan describes an ambitious strategy to reduce GHG emissions in order to protect the climate.

The 2017 Control Strategy

The 2017 Plan defines an integrated, multi-pollutant control strategy to reduce emissions of particulate matter, TACs, ozone precursors and greenhouse gases. The proposed control strategy is designed to complement efforts to improve air quality and protect the climate that are being implemented by partner agencies at the state, regional and local scale. The control strategy encompasses 85 individual control measures that describe specific actions to reduce emissions of air and climate pollutants from the full range of emission sources. The control measures are categorized based upon the economic sector framework used by the Air Resources Board for the AB 32 Scoping Plan Update. The sectors include:

- Stationary (Industrial) Sources
- Transportation
- Energy
- Buildings
- Agriculture
- Natural and Working Lands
- Waste Management
- Water
- Super-GHG Pollutants

In addition to fostering consistency with climate planning efforts at the state level, the economic sector framework also ensures that the control strategy addresses all facets of the economy.

The proposed control strategy is based on four key priorities:

- Reduce emissions of criteria air pollutants and toxic air contaminants from all key sources.
- Reduce emissions of “super-GHGs” such as methane, black carbon and fluorinated gases.
- Decrease demand for fossil fuels (gasoline, diesel and natural gas).
  - Increase efficiency of our industrial processes, energy and transportation systems
  - Reduce demand for vehicle travel, and high-carbon goods and services.
- Decarbonize our energy system.
  - Make the electricity supply carbon-free.
  - Electrify the transportation and building sectors.

Key elements in the control strategy are briefly described below.

**Stationary sources:**

- Decrease emissions of GHGs and criteria air pollutants through a region-wide strategy to reduce combustion and improve combustion efficiency at industrial facilities, beginning with the three largest sources of emissions: oil refineries, power plants and cements plants.
- Reduce methane emissions from landfills, and from oil and natural gas production and distribution.
- Reduce emissions of toxic air contaminants by adopting more stringent thresholds and methods for evaluating toxic risks at existing and new facilities.

**Transportation:**

- Reduce motor vehicle travel by promoting transit, bicycling, walking and ridesharing.
- Implement pricing measures to reduce travel demand.
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- Direct new development to areas that are well-served by transit, and conducive to bicycling and walking.
- Accelerate the widespread adoption of electric vehicles.
- Promote the use of clean fuels and low- or zero-carbon technologies in trucks and heavy-duty equipment.

**Buildings and energy:**

- Expand the production of low-carbon, renewable energy by promoting on-site technologies such as rooftop solar, wind and ground-source heat pumps.
- Support the expansion of community choice energy programs throughout the Bay Area.
- Promote energy and water efficiency in both new and existing buildings.
- Promote the switch from natural gas to electricity for space and water heating in Bay Area buildings.

The Air District’s Tools and Resources

To implement the 2017 control strategy, the Air District will draw upon all the tools and resources at its disposal, including:

- **Rulemaking:** Use its regulatory and permitting authority to adopt and enforce rules to reduce emissions of air and climate pollutants.
- **Funding:** Provide funds and incentives through its grant and incentive programs and other sources.
- **Best Practices:** Develop and promote the use of best practices by public agencies and other entities by means of model ordinances, general plan, specific plan, CEQA and other planning guidance documents, informational campaigns, etc.
- **Informational resources:** Conduct marketing or media campaigns, disseminate educational materials, engage with community groups and other organizations.
- **Advocacy:** Support legislative action at the federal or state level and advocate for funding to support implementation of the measures in the 2017 control strategy.
- **Partnerships:** Work actively within the region and the state to develop partnerships that can enable business, local government and residents to work and learn together to develop viable air pollution and GHG reduction strategies.

What the 2017 Plan Will Accomplish

The 2017 Plan focuses on protecting public health and protecting the climate.

**Protecting public health:** The proposed control strategy will reduce emissions of the air pollutants that pose the greatest health risk to Bay Area residents. The strategy will decrease population exposure to PM and TACs in the communities that are most impacted by air pollution, and reinforce the Air District’s commitment to protect public health in these communities, with a goal of eliminating disparities in exposure to air pollution between communities. The Plan will ensure that the Bay Area
continues to meet fine PM standards, while continuing progress toward attaining state and national ozone standards.

The proposed control measures are estimated to reduce emissions of ROG by approximately 11 tons per day, NOx by 9.3 tons per day, and PM$_{2.5}$ by 3.1 tons per day. These emission reductions are expected to decrease illness and premature mortality. The estimated dollar value of the avoided costs related to health care, lost productivity, and premature death is on the order of $736 million per year.\(^3\)

**Protecting the climate:** The proposed control measures will reduce emissions of greenhouse gases by approximately 4.4 million metric tons of GHGs on a CO$_2$-equivalent basis per year by 2030, based on 100-year global warming potential factors and 5.6 MMT based on 20-year global warming potential factors, and set us on a course for deeper GHG reductions that will be needed to achieve the 2050 target. Using a value of $62 per metric ton of CO$_2$-equivalent to estimate the avoided social and economic costs related to the anticipated impacts of climate change, the GHG reductions from the 2017 Plan control strategy will have an estimated value of approximately $350 million per year (based on 20-year global warming potential).\(^4\)

**Moving Forward**

The 2017 Plan provides a comprehensive strategy to improve air quality, protect public health, and protect the climate, utilizing all the tools and resources available to the Air District. In addition to reducing emissions of air pollutants and greenhouse gases in the Bay Area over the near term, the 2017 Plan is intended to set us on the pathway for the long-term transformation to a post-carbon future. To implement the Plan, the Air District will collaborate with government agencies, environmental and community groups and other non-profits, the business sector, academic institutions and Bay Area residents.

By taking aggressive action to protect the climate, we can ensure that the Bay Area continues to lead in the development of social and technological innovations that will transform our economy in the coming decades and create a sustainable Bay Area as described in the 2050 vision presented in Chapter 1.

We believe the 2017 Plan can inspire action elsewhere by providing an example of metropolitan-scale solutions to improve air quality and protect the climate that can be replicated throughout California, the nation and the world.

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**FOOTNOTES**

\(^1\) The 2017 Plan responds to planning requirements pursuant to state law only. The Plan does not address federal air quality planning requirements, nor is it part of a State Implementation Plan for federal air quality planning purposes.

\(^2\) Although monitoring data shows that the Bay Area meets national and state standards for PM$_{2.5}$, the Bay Area is still formally designated as non-attainment for several PM$_{2.5}$ standards. In regard to the national standards, the non-attainment designation will continue to apply until the Air District submits, and the U.S. EPA approves, a re-designation request and a maintenance plan, as discussed in Chapter 2.

\(^3\) See Appendix C for how the dollar value of estimated health benefits were quantified.

\(^4\) The social cost of $62 per metric ton of CO$_2$e reduced is used per U.S. EPA guidance.
Staff Report

To: RCPA Board of Directors

From: Lauren Casey, Director of Climate Programs

Item: 4.4.1 – RCPA Activities Report

Date: June 12, 2017

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**Issue:**
Information only.

**Background:**

**Planning and Coordination**

*RCPA Coordination Committee*

The May meeting of the RCPA Coordination Committee featured a special presentation and training on Climate Communications by Dr. Connie Roser-Renouf from the George Mason Center for Climate Change Communication. The meeting was intended for local practitioners who work on issues related to climate change, and on improving strategies to talk to more of the community about climate related challenges and opportunities. RCPA co-hosted the event with the Sonoma Environmental Education Collaborative.

Over 40 participants joined the training. The full presentation slide deck can be found at: [http://rcpa.ca.gov/wp-content/uploads/2017/05/Engaging_Diverse_Audiences_w_Climate_Change_Roser-Renouf-5-18-17.pdf](http://rcpa.ca.gov/wp-content/uploads/2017/05/Engaging_Diverse_Audiences_w_Climate_Change_Roser-Renouf-5-18-17.pdf)

Dr. Roser-Renouf’s primary advice for engaging with diverse audiences about climate change was to:

1. Minimize the use of content that requires effortful thinking. Instead rely on visual imagery, humor, likable, admired, and attractive sources.
2. Talk about local impacts on humans instead of harm to polar bears.
3. Narratives have human interest and can increase issue involvement.
4. Discuss the human health impacts of climate change.
5. Use extreme weather as a teachable moment.
6. Build positive new social norms by suggesting green behaviors are widespread, admired and trendy.
7. Don't mention the prevalence of behavior you want to discourage.
8. Conservation sources with conservation solutions can reach beyond party polarization.
9. Frames emphasizing patriotism, individual achievement, masculinity, and in-group loyalty are appealing to conservation audiences.
10. Discuss co-benefits of green actions.
11. Engage opinion leaders to take advantage of the two-step flow of information.

And the key takeaway: It's real, it's bad, it's us, scientists agree, and it's solvable!

**Climate Action**

The May Staff Working Group meeting expanded on climate action implementation tools and resources, specifically in the building energy and transportation sector. Staff presented information on BayREN, zero net energy and resources for electric vehicle charging stations.

RCPA staff worked with staff from the County of Sonoma Energy and Sustainability division and Permit Sonoma to organize an energy session as part of the Sonoma County Cannabis Workshops. The energy workshop will be held on June 21.

**Implementation**

**Bay Area Regional Energy Network**

**Codes & Standards**

In May, RCPA staff worked with BayREN to bring additional Energy Codes Trainings to Sonoma County, one in Petaluma (5/10) and one to the Redwood Empire Remodelers Association (5/23). The focus of the trainings was on residential new construction, heating ventilation and air conditioning, and changes in the recently adopted energy code. 15 participants attended the trainings.

RCPA staff also worked with the Redwood Empire Association of Code Officers to develop a guidance document for the streamlined and expedited electric vehicle charging station permit process, required through AB 1236 (Chiu). This document will also be included in the Shift project toolkit.

The upcoming BayREN regional forum “Local Mandatory Solar Ordinance as a Pathway for New Residential ZNE Construction” will be held on June 27th from 8:30am-12pm at 375 Beale Street, San Francisco. Staff will attend to hear about adopting a mandatory solar ordinance, lessons learned, and available toolkit/resources. The event is free, please register at [http://bit.ly/2rUIMXS](http://bit.ly/2rUIMXS).

**Energy Upgrade California**

Staff worked with the BayREN Multi-family team to begin using the CoStar real-estate database for 2017 campaigns to better target multi-family properties that could benefit from energy efficiency retrofits. The new database provides property owner, building manager and building quality information that will be used to target candidate properties with mailers from BayREN, coordinated with local cities.

**Funding**

**BAAQMD Charge! Program**

The Bay Area Air Quality Management District solicitation to fund for the installation of electric vehicle charging stations has been extended through July 28, 2017. The grant program will offset up to 75% of the cost of purchasing, installing, and operating new publicly available electric vehicle charging stations at qualifying facilities within BAAQMD’s jurisdiction. $5M is available for FYE 2017 on a first-come, first-served basis to public agencies and private businesses and is reimbursed after the project has been completed. RCPA are available to help develop and coordinate applications in Sonoma County, and have promoted this opportunity through the Planning Advisory Committee and Staff Working Group.
Outreach, Advocacy, and Education

*Pacific Gas & Electric EV Charge Program Advisory Committee*

Staff participated in the first ever PAC meeting convened by PG&E to review draft program implementation guidelines for the new EV charging infrastructure program approved by the California Public Utilities Commission. Through the EV Charge program, PG&E will install or install and operate EV charging stations at multifamily buildings and workplaces throughout their service territory. Sonoma Clean Power customers are eligible to participate. Marketing and outreach has not yet started, but interested hosts can sign up online here: [https://www.pge.com/en_US/residential/solar-and-vehicles/options/clean-vehicles/charging-stations/ev-charging-infrastructure-program.page](https://www.pge.com/en_US/residential/solar-and-vehicles/options/clean-vehicles/charging-stations/ev-charging-infrastructure-program.page).

The Shift EV Siting Framework may be a tool to ensure PG&E investments are made in Sonoma County in areas of greatest need, so staff advocated its use at the PAC meeting.

The RCPA will continue to participate in PAC meetings and monitor the rollout of the program in order to share information with RCPA members and potential site hosts in the county through the Drive EverGreen candidate site database to be developed in FY17-18 through a CEC grant awarded to the RCPA.

*ABAG Resilience Financing Workshop*

The Association of Bay Area Governments convened a workshop on May 15th to explore various strategies to finance community resilience work including green bonds, sales taxes, assessment districts, JPAs, revolving loan funds, development and construction loans, and on-bill financing. RCPA staff presented on the Pay As You Save (PAYS) model for reducing household and community scale vulnerabilities to drought or energy shortages.

*Sonoma County Zero Waste Symposium*

RCPA staff attended and tabled the Sonoma County Zero Waste Symposium held on May 11. The event was attended by approximately 100 participants and provided presentations encouraging zero waste as a goal for Sonoma County, supporting zero waste policy goals, and how to achieve business zero waste certification. Topics included source reduction strategies and examples, food waste prevention, carbon life-cycle benefits through composting, commercial and institutional organics, and zero waste plans.

**Policy Impacts:**

None.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

Information only.
Staff Report

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Re: 4.5 – Community Affairs Update
Date: June 12, 2017

News

Bike to Work Day

Bike to Work Day was May 11, 2017. During the morning commute a total of 1,232 cyclists were counted as they stopped at 22 Energizer Stations across Sonoma County, with another 436 cyclists counted as they passed by without stopping.

National Bike Month continued with the Team Bike Challenge where cyclists representing 18 companies in Sonoma County competed for the most cycling miles logged during the month of May.

Plan Bay Area

The Draft Plan Bay Area 2040 was released in March 2017 with expected adoption of the plan this July. An open house for the plan was held in Santa Rosa on May 22, 2017 with a steady stream of residents turning out to share their ideas on the Draft Plan and to learn about expected growth patterns and related during the two-hour event. Materials from the meeting are available online: http://www.planbayarea.org/get-involved/open-house-and-meeting-materials/spring-2017-open-house-materials

The window for comments on the plan and environmental impact report closed on June 1, 2017. Comments from the meeting, along with an archive of past comments, can also be found online: http://www.planbayarea.org/get-involved/your-comments

Caltrans Bay Area Bicycle Plan

The Caltrans District 4 Bicycle Plan will be a visionary and comprehensive planning document to improve safety and mobility for bicyclists on and across the State transportation network in the Bay Area region. In May, a series of community workshops in San Francisco, Vallejo and San Jose were held to gather ideas on how to improve bicycle safety and mobility in the Bay Area.

A survey to collect the same information ran through the end of May with nearly 3,000 responses containing over 17,000 “pins” representing location-specific recommendations on bike facilities. About 7% of responses in the district were from Sonoma County residents. For more information, visit: http://www.dot.ca.gov/d4/bikeplan/
Energy Upgrade California Brand Evolution

A 5 year marketing plan and rebrand Energy Upgrade California has launched with a new website, logo and media plan. The main objectives of the campaign are to 1) increase awareness and 2) intent to act (participation in an energy saving activity). The target audience is all Californians, which doesn’t align with BayREN programs’ target audience, but can help in terms of program awareness and validity. See the new site at: https://energyupgradeca.org/

Connecting Windsor Study

Windsor is looking for ways to help bicyclists and pedestrians cross between the east and west sides of town, which is bisected by Highway 101. The Connecting Windsor Study explores ways to improve bicycle and pedestrian connectivity between the east and west sides of the Town of Windsor and will develop and assess conceptual designs for safer, more efficient routes for cyclists and pedestrians to cross Highway 101, such as a bridge or tunnel.

This Study also examines options for expanding the existing bicycle and pedestrian network in the downtown area, and methods for improving the existing Old Redwood Highway underpass to make it more inviting and able to accommodate a greater number of pedestrians and cyclists.

The findings of these studies, combined with input received from public workshops, surveys, focus group meetings with stakeholders, and discussions with Town staff, informs the project’s design guidelines and the final design selection. For more information, including a questionnaire, visit: http://www.connectingwindsor.com/

Future of Clipper

Since 2014, the Metropolitan Transportation Commission (MTC) and its transit agency partners have invited the public to share what they would like in the next generation of Clipper through surveys, focus groups, stakeholder interviews and public meetings, as well as voicemails and emails.

MTC’s latest survey to further guide the development of the next-generation Clipper system closed on June 1 with results to be posted on the project website: http://www.futureofclipper.com/
MTC and its transit agency partners plan to launch the next generation of Clipper by 2020.

Upcoming Events

- 7/18 - Charge! Webinar, 3-4 PM, http://www.baaqmd.gov/grant-funding/businesses-and-fleets/charge

Partner news
SMART quiet zones and schedule

SMART has released an updated passenger train schedule that includes 34 trips each weekday, with the first southbound train pulling out at 4:19 a.m. from the Sonoma County Airport Station, and the first northbound train leaving downtown San Rafael at 5:59 a.m. The last southbound train leaves the Sonoma County Airport Station at 6:49 p.m. and the last northbound train leaves downtown San Rafael at 8:35 p.m. The full 43-mile trip—including stops at all 10 stations—takes 67 minutes. The schedule includes 10 weekend runs on Saturdays and Sundays designed to meet the Larkspur Ferry schedule.

The schedule is also timed to connect with SMART’s public transit partners, including Marin Transit, Sonoma County Transit, Golden Gate Transit, Petaluma Transit and Santa Rosa CityBus, to ensure a smooth and seamless commute. SMART’s rail service uses Clipper® cards for fare collection.

Petaluma’s Quiet Zone is now in effect. SMART trains will not use horns at railroad crossings in areas with a quiet zone, unless there is an emergency. Trains will also use the horn when departing a station and may be used when arriving at a station. Please use caution near all railroad crossings and near all tracks and trains. Petaluma joins Novato, San Rafael and the County of Marin, on the list of jurisdictions that have established Quiet Zones. SMART anticipates other jurisdictions will also establish Quiet Zones throughout the 43-mile initial route.

SMART is targeting a late spring opening.
CityBus new routes

The City of Santa Rosa launched its fully redesigned CityBus system on Sunday, May 21, 2017. The CityBus will feature ALL new routes and schedules with more frequent and direct service, and more two-way service on high-use corridors.

The new CityBus system is the product of a comprehensive system re-design that involved extensive community input and discussion. Santa Rosa's Transit Planning Team presented the community with a blank slate and gave residents an opportunity to share what they wanted to see in the new CityBus system. The result is a new transit system for Santa Rosa with a number of new features:

- Busy corridors such as Mendocino Avenue, and sections of Santa Rosa Avenue and Sebastopol Road will feature a CityBus arriving every 15-minutes.
- More direct routes and 2-way service to help reduce travel time.
- New and improved bus stop signs that are larger and contain information on accessing real-time bus arrival information at each stop.
- Several new bus stops have been installed and improvements have been made to existing bus stops and pedestrian facilities to provide better access for transit riders.
- Route numbering with low numbers (1, 2, 3) indicating high frequency routes on main travel corridors, and high numbers (15, 18, 19) indicating lower frequency circulators.

Learn more at [http://srcity.org/CityBus](http://srcity.org/CityBus)

Social media / Community outreach / Media coverage

SCTA Facebook:
- 426 likes (+4 in the last month)
- 1,169 people reached in the last month

RCPA Facebook:
- 515 likes (no change since last month)
- 172 people reached in the last month

CA37 Facebook:
- 197 likes (+7 since last month)
- 1,345 people reached in the last month

Newsletter:
- Monthly newsletters for SCTA and RCPA were sent on May 3, 2017
- The SCTA newsletter was sent to 378 recipients with a 32% open and 9% click rate
- The RCPA newsletter was sent to 137 recipients with a 46% open and 12% click rate

Other notes:
- SCTA website is averaging 265 visits/day
- RCPA website is averaging 45 visits/day
- Top RCPA webpages are the Homepage, Staff, CA2020 and Contact
- Top SCTA webpages are the Homepage, Meetings, Contact, News, and Measure M
- Twitter has lower public interest (SCTA has 46 followers, RCPA has 81 and SR37 has 6)
Media
Sonoma forum to explore solutions to challenges facing SR-37
Index-Tribune - May 1, 2017

Bay Area officials eye future tolls as way to upgrade troubled Highway 37
The Press Democrat - May 5, 2017

PD Editorial: Should Highway 37 become a private toll road? Give us your feedback
The Press Democrat - May 9, 2017
http://www.pressdemocrat.com/opinion/6972087-181/pd-editorial-should-highway-37

‘Orphan highway’ gets needed attention at Sonoma forum
Index-Tribune - May 11, 2017

Transportation upgrades on tap for Sonoma County
The Press Democrat - May 12, 2017

Petaluma sound wall project on fast track
Argus-Courier - May 14, 2017

Construction Industry Conference in Santa Rosa on May 12, 2017
North Bay Business Journal - May 15, 2017

Sonoma-to-Napa bus service to end June 30
Index-Tribune - May 17, 2017

Transportation funding a boon to Cloverdale
Cloverdale Reveille - May 17, 2017
http://www.sonomawest.com/cloverdale_reveille/news/transportation-funding-a-boon-to-cloverdale/article_3c0a1046-3b26-11e7-816b-67760fd4e660.html

Commentary: Infrastructure update
Highway 37 — going nowhere?
Sonoma Valley Sun - May 17, 2017
http://sonomasun.com/2017/05/17/highway-37-going-nowhere/

Santa Rosa to implement quiet zones for SMART tracks starting June 7
The Press Democrat - May 19, 2017

Petaluma Boulevard South road diet funded
Argus-Courier - May 21, 2017
Photos:

1 - New Laguna Bridge on Highway 12 outside Sebastopol, 5/16/17

2 - SCTA/RCPA staff on Bike to Work Day, 5/11/17

3 - Plan Bay Area Open House, Santa Rosa, 5/22/17

4 - Climate Communications in Sonoma County, 5/18/17

5 - Dr. Roser-Renouf, George Mason University
Transit – Technical Advisory Committee

MEETING AGENDA

May 10, 2017 – 10:00 a.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Approval of Meeting Notes: April 12, 2017 – ACTION*
3. Measure M Reauthorization – Discussion
4. Transit Operator Updates
5. Clipper Update, if available – Discussion
6. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
7. Lifeline Cycle 5 update – Discussion*
8. Other Business / Comments / Announcements
9. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held June 12, 2017
The next T-TAC meeting will be held June 14, 2017

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Transit-Technical Advisory Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.gosonoma.org
Transit Paratransit Coordinating Committee

MEETING AGENDA

May 16, 2017 – 1:30 p.m.
Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM
1. Introductions
2. Approval of Meeting Notes: March 21, 2017 - DISCUSSION / ACTION*
3. Roundtable Updates
   3.1. Transit / Paratransit Operators
   3.2. Mobility Partners
4. Notice of Draft Proposed Updates to Bylaws – DISCUSSION
5. Public Comment
6. Other Business / Comments / Announcements
7. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held June 12, 2017
The next TPCC meeting will be held July 18, 2017

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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Planning Advisory Committee

May 18, 2017 – 9:00 a.m.

Sonoma County Transportation Authority

SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Administrative
   3.1. Approval of the agenda – changes, additional discussion items- ACTION
   3.2. Review Meeting Notes from April 20, 2017* – ACTION
4. MTC/ABAG PDA Investment and Growth Strategy update – to follow under separate cover.
5. Round table members discussion
6. Grant opportunities
7. Upcoming Events INFORMATION
   7.1. Plan Bay Area – open house on May 22, 6pm at Finley Community Center - [http://www.planbayarea.org/](http://www.planbayarea.org/) for draft plan documents and public outreach schedule
8. State policy update  SB 743 – no updates at present
9. Climate Action 2020 update – no updates at present
10. Other Business /Next agenda
11. Adjourn

*Attachment

The next SCTA meeting will be held June 12, 2017
The next PAC meeting will be held June 15, 2017

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TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check [www.511.org](http://www.511.org), [www.srcity.org/citybus](http://www.srcity.org/citybus), [www.sctransit.com](http://www.sctransit.com) or [https://carmacarpool.com/sfbay](https://carmacarpool.com/sfbay)
Countywide Bicycle & Pedestrian Advisory Committee

MEETING AGENDA

May 23, 2017 – 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: March 28, 2017 - DISCUSSION / ACTION*

3. Public Comment

4. OBAG2 – Approved Program of Projects – Information*

5. Countywide Bicycle and Pedestrian Master Plan project list and map updates – Discussion*

6. Caltrans Bicycle and Pedestrian Planning

7. Bike Share Capital Program Grant Application Update - Discussion


9. Roundtable updates - Discussion

10. Articles / Events of Interest – Information

11. Other Business / Comments / Announcements

12. Adjourn - ACTION
    *Materials attached
    **Materials to be handed out

The next SCTA/RCPA meeting will be held June 12, 2017
The next CBPAC meeting will be held July 25, 2017

Copies of the full Agenda Packet are available at www.scta.ca.gov

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Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system. TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.srcity.org/citybus, www.sctransit.com or https://carmacarpool.com/sfbay
Technical Advisory Committee

MEETING AGENDA
SCTA Headquarters Office

May 25, 2017 – 1:30 p.m.
Sonoma County Transportation Authority
Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Approval of Minutes, April 27, 2017*
4. Measure M DISCUSSION
   4.1. Measure M Invoicing/Obligation Status*
   4.2. Potential Measure M Extension/Renewal: Jurisdictional Reporting on possible Pavement Condition Index increase with both the Road Repair and Accountability Act and a possible ½ cent Sonoma County Sales tax for transportation.
   4.3 Potential Measure M Extension/Renewal: Jurisdictional Reporting on possible transit service increase with both the Road Repair and Accountability Act and a possible ½ cent Sonoma County Sales tax for transportation.
5. Regional Information Update DISCUSSION / ACTION
   5.1 Single Point of Contact Sub-regional and Regional Training Workshops, May 31 in Napa and June 6 in Oakland. SPOCs should attend both workshops. If a designated SPOC is unable to attend the regional workshop, it is recommended that another representative from the jurisdiction be sent in place. For those unable to attend the North Bay Sub-regional Workshop, attendance at another Sub-regional workshop is recommended.
   5.2 OBAG 2 proposed programming by funding year*
6. SB743 Update DISCUSSION
7. Rail Update DISCUSSION
8. Draft SCTA Board Meeting Agenda for June 12, 2017 DISCUSSION
9. Other Business / Comments / Announcements DISCUSSION
10. Adjourn ACTION

*Materials attached.
**Materials handed out at meeting
The next S C T A meeting will be held June 12th, 2017
The next TAC meeting will be held June 22, 2017

Copies of the full Agenda Packet are available at www.sctainfo.org

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SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Technical Advisory Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

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TAC Voting member attendance – (6 Month rolling 2016/17)

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NB: September meeting was cancelled. November and December meetings fell on holidays so a single TAC meeting was held in early December.