

AGREEMENT NO. _____ - _____

(Agreement for Consultant Services for County Road 98 Bike and Safety Improvement Project,
Phase II)

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of November, 2016 by and between the County of Yolo, a political subdivision of the State of California ("County") and Omni-Means, Ltd., ("Contractor").

RECITALS

WHEREAS, County is authorized by Government Code section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, County is authorized by Government Code section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such professional engineering design service; and

WHEREAS, County desires to obtain roundabout design services for County Road 98 Safety Improvement Project, Phase II project; and

WHEREAS, the Master Agreement Administering Agency-State Agreement for Federal Aid Projects-Agreement No. 03-5922F15 ("State contract") requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

WHEREAS, County circulated and distributed a request for proposals ("RFP") to obtain professional roundabout design services, attached as Exhibit A; and

WHEREAS, Contractor submitted a proposal to provide services at agreed upon costs and under the conditions described in the RFP, which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; and that it will be able to perform the herein described services at reasonable cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, County and Contractor agree as follows:

AGREEMENT

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services for the following on-call tasks in accordance with Exhibits A-D, and in a manner satisfactory to the Assistant Director for Public Works of Community Services Department, or his/her written designee ("Director"):

Task 1: Project Management, Coordination, Documentation & Quality Control	\$ 35,763
Task 2: Review of Existing Data, Corridor Design Alternatives, & Roundabout Feasibility	\$ 28,499
Task 3: Preliminary Layout of Alternate Alignments	\$ 66,248
Task 4: Public Outreach Program	\$ 49,189
Task 5: Prepare Final Layout	\$ 70,297
Task 6: Draft PS&E.	\$ 196,595
Task 7: Final PS&E	\$ 39,412
Reimbursable Expenses	\$ 3,534
Subtotal for Tasks 1 - 7 not to exceed amount	\$ 489,537

Optional Tasks

- Task 8: Assist with Environmental Document
- Task 9: Provide Bidding & Construction Support

Subtotal for Tasks 8 - 9 not to exceed amount	\$ 9,963
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Prior to the commencement of any work on Tasks 8 and 9, the Director shall request services from Contractor in writing and provide a detailed description of the requested services. Following receipt of the request, Contractor shall prepare a detailed Work Proposal Form (WPF) containing a cost estimate of the specific services requested, including all necessary sub-tasks, and an estimated completion date. The Director shall meet with the Contractor to establish the maximum fee, including expenses, for the specific services, and to establish the completion date. The maximum fee shall be based upon the method set forth in Article III of this Agreement, and shall include all expenses. Both parties shall agree in writing to the maximum fee and completion date shown in the WPF. In no event shall the completion date extend beyond the agreed-upon completion date. If the parties do not agree on a maximum fee, County reserves the right to enter into an agreement with another party to provide the requested services.

B. More specifically, Contractor shall provide the full range of services with regard

to the tasks described above, including as set forth in Exhibits A and B. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP
Exhibit B	Proposal
Exhibit C	Approved Contractor's Cost Proposal
Exhibit D	Master Agreement Administering Agency – State Agreement for Federal-Aid Projects

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for County's benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the Master Agreement, which is attached as Exhibit D.

E. The Assistant Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Article III of this Agreement.

II. ADDITIONAL SERVICES

The following services, insofar as they do not fall within the scope of the basic services required of Contractor under Article I hereinabove and cause Contractor extra expenses, and if authorized on a WPF signed in advance by the Director, shall also be provided by Contractor:

A. Additional services, which could not be reasonably anticipated by Contractor or County, as determined by the Director, but which are necessary to the proper provision of the services set forth in Article I above, may be provided by Contractor; if authorized on a WPF signed in advance by the Director.

B. Additional work that is directly related to the services set forth in Article I above and requested in writing by the Director.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Articles I and II, above as each specified subtask is completed, and subject to the condition that the specified task has been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated the amount for each subtask set forth in Article I or for each item of work or service shown on an approved WPF in accordance with the hourly rates and fees in Exhibit C, whichever results in the lesser amount. The total amount paid by County including the

fixed fee shall not exceed \$499,500.

B. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth above. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

C. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Article. The following expenses may be reimbursed if they are incurred after prior written approval of the Director: travel will be reimbursed at the federal allowable mileage rate, color copy presentation materials for public meetings and workshops will be reimbursed at the rates shown in Exhibit C. Expenses will only be reimbursed upon the presentation of paid invoices.

IV. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this Agreement will be based on actual cost-plus-a-fixed fee. County will reimburse Contractor for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs itemized above) incurred by Contractor in performance of the work. Contractor will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Exhibit C, unless additional reimbursement is provided for by an amendment. In no event, will Contractor be reimbursed for overhead costs at a rate that exceeds the approved indirect overhead rate set forth in Exhibit C. In the event County determines that a change to the work from that specified in Exhibit C and agreement is required, the agreement time and/or actual costs reimbursable by County shall be adjusted by agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by agreement amendment.

B. In addition to the allowable incurred costs, County will pay Contractor a fixed fee of \$36,067.45, as shown in Exhibit C for Tasks 1 through 7. To the extent the County requests work as described for Tasks 8 through Tasks 9, the County will pay the Contractor a fixed fee at the rate shown in Exhibit C, not to exceed \$822.63. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by agreement amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit C.

D. When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from County before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Contractor's fixed fee rate will be included in the monthly progress payments. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article XI Term and Termination.

F. No payment will be made for any work performed prior to approval of this Agreement.

G. Salary increases will be reimbursable if the new salary is within the salary range identified in Exhibit C and is approved by the Director.

Starting November 8, 2017, and annually on November 8 thereafter during each subsequent year of the term, the Initial Hourly Rates shown in the Exhibit C (Professional Labor Rates, Caltrans Exhibit 10-H) may be adjusted, as may be agreed to in writing by the County Assistant Director for Public Works, Community Services Department. In no case shall the direct hourly rates increase by more than the percent change increase shown on Exhibit C (Caltrans Exhibit 10-H, Page 2 of 2, Proposed Escalation rate)(three percent). Contractor shall request such annual adjustment by September 1, and shall provide payroll records to County along with any request made for hourly rate adjustments, to demonstrate that direct labor costs have increased by the proposed adjustment.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

H. All subcontracts in excess of \$25,000 shall contain the above provisions.

V. METHOD OF PAYMENT

A. Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County of itemized invoices in triplicate. Invoices shall be submitted within forty five (45) calendar days after the performance of work for which Contractor is billing in a manner that is satisfactory to the Director, Contractor shall submit an invoice for each project detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. If requested by County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor. Invoices shall follow the format stipulated for the approved Exhibit C and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Article XXIV Equipment Purchase of this Agreement. The final invoice should be submitted within sixty (60)-calendar days after completion of Contractor's work. Invoices shall be mailed to County at the following address:

Yolo County Community Services Department
Attn: Darlene Comingore
292 West Beamer Street
Woodland, CA 95695

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

D. Notwithstanding anything to the contrary in this Agreement, an amount equal to five (5%) of each monthly invoice submitted by Contractor shall be withheld until completion of each task as listed in Item I, BASIC SERVICES, Part A above, to the satisfaction of the Director. Upon such completion of each task, and if Contractor is otherwise in full compliance with the terms of this Agreement, the County shall promptly remit all withheld monies to Contractor.

VI. FUNDING REQUIREMENTS

It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

VII. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VIII. OWNERSHIP OF DATA, DOCUMENTS, AND WORK PRODUCTS

A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in County; and no further agreement will be necessary to transfer ownership to County. Contractor shall furnish County all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

C. Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by County of the machine-readable information and data provided by Contractor under this Agreement; further, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project

documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Contractor.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the Agreement as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

No additional charge will be made for any of the foregoing.

IX. RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code section 8546.7; Contractor, subcontractors, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

X. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the County Administrative Officer and the Department Director, who may consider written or verbal information submitted by Contractor.

B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, Contractor may request review by County Board of Supervisors at a regular Board meeting of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

XI. TERM AND TERMINATION

A. This Agreement shall go into effect on November 8, 2016, contingent upon approval by County, and Contractor shall commence work after notification to proceed by County's Contract Administrator. The Agreement shall end on November 7, 2022, unless extended by agreement amendment.

B. Contractor is advised that any recommendation for Agreement award is not binding on County until the contract is fully executed and approved by County.

C. County may terminate this Agreement with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this Agreement with Contractor, County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

E. This Agreement is subject to County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving thirty (30) days advance written notice thereof to the Contractor, in which event County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant this Agreement. If County terminates the Agreement pursuant to this subparagraph, County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

F. Notwithstanding any other provision of this Agreement, the Agreement may be terminated for any reason by either party at any time during its term, by giving at least thirty (30) calendar days written notice to the other party.

G. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, County may terminate this Agreement by giving ten (10) calendar days advance written notice thereof to the Contractor.

H. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by County shall remain the sole and exclusive property of Contractor.

I. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by County without the express written permission of the Director.

J. In the event of termination for any reason, County shall be liable only for the cost of work included on an approved WPF, as may be completed to the satisfaction of the Director.

XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIV. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is 4%. Participation by DBE

consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County consent for the termination, Contractor must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. Contractor shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of

work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Contractor or Contractor's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Contractor when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.

K. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify Contractor in writing with the date of certification. Any changes should be reported to County's Contract Administrator within thirty (30) days.

XV. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless County, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), arising out of:

1. Any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or

2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Subcontractor agrees to be bound to the General Contractor/**or** Contractor and County in the same manner and to the same extent as General Contractor/**or** Contractor is bound to County under this Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Subsubcontractor's work. A copy of County's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Article, Contractor shall use counsel reasonably acceptable to the County Counsel.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

- i. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- ii. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
- iii. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- iv. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverage. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

4. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) calendar days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability

insurance policy.

10. Contractor shall waive all rights of subrogation against County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to County.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the Director in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing any services required by this Agreement.

XVIII. NOTIFICATION

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Omni-Means, Ltd.
Attn: Douglas J. Ries, P.E.
943 Reserve Drive, Suite 100
Roseville, CA 95678
Phone (916) 782-8688

County: Yolo County Public Works Department, Community
Services Department
Attn: Panos Kokkas, Assistant Director, Public Works
292 West Beamer Street
Woodland, CA 95695
Phone (530) 666-8842

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (916) 782-8689

County: (530) 666-8156

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California

and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing the County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing the County construction project, which will follow.

C. Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

E. Contractor hereby certifies that neither Contractor, nor any firm affiliated with Contractor will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

F. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

XX. COVENANT AGAINST CONTINGENT FEES

Contractor warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XXI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Chief Administrative Officer, or designee.

B. Not later than thirty (30) days after issuance of the final audit report, Contractor may request a review by County's Chief Administrative Officer, or designee of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

D. Contractor and subcontractors' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the Agreement, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Contractor and approved by County's contract manager to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Should an Audit Report or any State or County audit determine Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, County may offset the amount due from Contractor against any amounts that would otherwise be due from County to Contractor pursuant to this Agreement or any other agreement or source.

XXII. ASSIGNMENT AND SUBCONTRACTING

A. The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to County for all work undertaken by subcontractors.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its

subcontractor(s) is an independent obligation from County's obligation to make payments to Contractor.

C. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

D. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by County.

E. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

F. Any substitution of subcontractors must be approved in writing by the Director prior to the start of work by the subcontractors.

XXIII. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXIV. EQUIPMENT PURCHASE

A. Prior authorization in writing, by County's Contract Administrator shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

XXV. INSPECTION OF WORK

Contractor and any subcontractor shall permit County, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XXVI. SAFETY

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

B. Pursuant to the authority contained in Vehicle Code section 591, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

XXVII. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by County's construction contractor relating to work performed by Contractor's personnel, and additional information or assistance from Contractor's personnel is required in order to evaluate or defend against such claims; Contractor agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Contractor's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Contractor's personnel services under this Agreement.

C. Services of Contractor's personnel in connection with County's construction contractor claims will be performed pursuant to a written agreement amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

XXVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the Agreement, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

C. Contractor shall not comment publicly to the press or any other media regarding the Agreement or County's actions on the same, except to County's staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

D. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by Contractor to any entity other than County.

XXIX. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XXX. PROHIBITION OF EXPENDING YOLO COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. Contractor certifies to the best of its knowledge and belief that:

- 1.** No state, federal or County appropriated funds have been paid, or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. Contractor also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXXI. AMENDMENT

A. This Agreement may be amended or modified only by mutual written agreement of the parties.

B. Contractor shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the County Contract Administrator.

C. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit B or C, which is a part of this Agreement without prior written approval by the County's Contract Administrator.

XXXII. WAIVER

The waiver by County or any of its officers, agents or employees or the failure of County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of

any terms, covenants or conditions of this Agreement.

XXXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understands that County is relying on this representation in entering into this Agreement.

XXXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXXV. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A.** Contractor agrees the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B.** Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C.** Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to County.
- D.** Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

XXXVI. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code section 10296, Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period, because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

XXXVII. EVALUATION OF CONTRACTOR

Contractor's performance will be evaluated by County. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

XXXVIII. STATEMENT OF COMPLIANCE

A. Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Contractor and its subcontractors 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), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractor's shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

XXXIX. DEBARMENT AND SUSPENSION CERTIFICATION

A. Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently

under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

XXXX. STATE PREVAILING WAGE RATES

A. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

XXXXI. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of

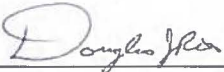
entitlement" with the meaning and rights that phrase has been given by case law.

XXXXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Douglas J. Ries, PE, President

COUNTY OF YOLO

By _____
Panos Kokkas, PE,
Assistant Director, Public Works
Community Services Department

Approved as to Form:
Philip J. Pogledich, County Counsel

By 
Ronald J. Martinez, Deputy



County of Yolo

DEPARTMENT OF COMMUNITY SERVICES

PUBLIC WORKS DIVISION

292 West Beamer Street, Woodland, CA 95695-2598; (530) 666-8775; FAX (530) 666-8728; www.yolocounty.org

TO: Interested Design Firms

FROM: Yolo County Public Works Division, Community Services Department

DATE: August 15, 2016

Subject: Request for Proposal Notice – Roundabout Design Services for County Road 98 Bike & Safety improvements, Phase II

I. GENERAL INFORMATION

- A. The Yolo County Public Works Division, Community Services Department is soliciting Proposals from qualified firms that may lead to the award of a contract for Roundabout Design Services for County Road 98 Bike & Safety improvements, Phase II. In submitting your Proposal, you shall comply with the instructions found herein.
- B. Request for Proposal (RFP) information can be downloaded at no cost at www.bidsync.com. It is the respondent's responsibility to register at www.bidsync.com to ensure notification of all addenda. It is the respondent's responsibility to arrange for printing services to obtain printed copies of documents.
- C. Submit all questions concerning this RFP in writing via Bidsync by 5:00 p.m. August 31, 2016. Answers to submitted questions will be posted on Bidsync by 5:00 p.m. on September 2, 2016. Consultants contacting the County directly seeking information about this RFP may jeopardize the integrity of the selection process and risk possible disqualification. Any oral communication between the County and a firm submitting a Proposal is not binding, nor will it modify the RFP in any way.
- D. Proposals must be submitted by **3:00 pm on Monday, September 12, 2016**.
- E. The estimated contract amount is under \$500,000.
- F. The estimated contract term is six years, beginning approximately November 2016.
- G. Interviews will be held in Woodland, CA towards the end the week of October 10 or beginning of the week of October 17, 2016. Confirmation letters will be sent to those firms invited for an interview. An email will be sent to those firms not invited to an interview.

- H. Negotiations will be held with the top-ranked firm in Woodland, CA by the end of the week of October 17, 2016.
- I. During the performance of a contract that may result from this RFP, consultant and its subconsultant 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), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- J. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Refer to Attachment 1 for DBE information. The DBE goal established for this contract is **4%**. DBE Consultants are also encouraged to submit as prime consultants. Consultants shall report DBE participation for this contract using Exhibit 10-O1.
- K. This RFP is not an offer to contract, and does not commit Yolo County to pay any costs incurred in the preparation and presentation of submittals and interviews, or to select any interested firm, which responds. The County does not guarantee, either expressly or by implication that any work or services will be required under any contract issued as a result of this RFP.
- L. A contract shall not be awarded to a consultant that does not have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The successful consultant must be able to certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31. The consultant's demonstrated financial responsibility, and familiarity with federal cost principles, will be used as an evaluation criterion during the evaluation and selection process.
- M. The County reserves the right to reject any and all submittals and to waive any informality, technical defect or clerical error. The Proposal will become part of

the contract for furnishing the services. Proposers are bound by the responses contained in their Proposal. Proposals shall be submitted at each firm's own risk. If any errors exist in a submittal and the firm fails to notify the County prior to the deadline for submission, the firm shall not be entitled to additional compensation as a result of any errors or later corrections.

II. SCOPE OF WORK/DELIVERABLES

The work to be performed for this RFP is described in the Scope of Services incorporated as Attachment 2.

III. SUBMISSION OF PROPOSALS

A. Proposals must be prepared in accordance with Attachment 3 "PROPOSAL CONTENT AND FORMAT."

B. Proposal package submittal instructions:

1. Four (4) copies of the Proposal containing all the indicated information shall be submitted. Faxed or electronic copies will not be accepted. Proposals will be accepted until **3:00 p.m. on Monday, September 12, 2016** and must be directed to:

Public Works Division, Community Services Department

Attention: Ms. Darlene G. Comingore

292 West Beamer Street

Woodland, CA 95695

2. The Proposals must be submitted in a sealed package labeled as follows:

- "Proposal for CR 98 Roundabout Design Services"
- "Submittal deadline **3:00 p.m., Monday, September 12, 2016**"
- "DO NOT OPEN"

3. Proposal submittals will be considered non-responsive if all copies are not received in the specified location by the date and time specified in this RFP.

C. Conflicts of Interest

The consultant and subconsultants shall disclose in the Transmittal Letter that accompanies the Proposal, potential or actual conflicts of interest as described below. Failure to submit the required information in the Proposal shall result in rejection of the Proposal for noncompliance with the RFP requirements, or if later discovered during the term of the contract, the County may terminate the contract for default.

It is the County's practice to utilize the services of a different firm than the design firm to furnish construction engineering, testing and/or inspection services, to provide another level of review and reduce the risk of, or potential for, a conflict

of interest. If applicable, the consultant and subconsultant shall include a statement about any current design work, or the potential for future design work that the consultant or subconsultant may become involved with, on road or bridge projects administered by Yolo County.

Prospective consultants shall disclose any financial, business or other relationship with the County or the University of California at Davis that may have an impact upon the outcome of the contract. Prospective consultants shall also list current clients who may have a financial interest in the outcome of the contract.

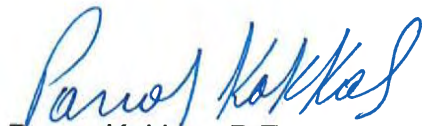
The consultant and subconsultant shall notify the County in the event that any County employee has directly, or indirectly, any financial or other personal interest in connection with this contract or subcontract.

The existence of potential or actual conflicts of interest will be used as an evaluation criterion during the evaluation and selection process.

Sincerely,



Darlene G. Comingore, P.E.
Senior Civil Engineer



Panos Kokkas, P.E.
Assistant Director, Public Works

PK/DC:

List of Attachments:

1. **Attachment 1- DBE Information**
2. **Attachment 2- Scope of Services**
3. **Attachment 3- Proposal Content and Format**
4. **Attachment 4- Work Proposal Form**
5. **Attachment 5- Selection Criteria**
6. **Attachment 6- Consultant Certification of Costs and Financial Management System**
7. **Attachment 7- Cost Proposal (Example #1)**
8. **Attachment 8- Sample Consultant Agreement**

EXHIBIT A - RFP Excerpts
ATTACHMENT 1 - DBE INFORMATION

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 4%.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled Disadvantaged Business Enterprise.
 2. Click on Search for a DBE Firm link.
 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

EXHIBIT A - RFP Excerpts

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT A - RFP Excerpts

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3890 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2
July 23, 2015

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT A - RFP Excerpts

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	\$ _____ % _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

EXHIBIT A - RFP Excerpts

Exhibit 15-H
DBE Information - Good Faith Effort

Local Assistance Procedures Manual

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

EXHIBIT A - RFP Excerpts

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

PROJECT BACKGROUND AND SCOPE OF SERVICES

COUNTY BACKGROUND

The County of Yolo encompasses approximately 1,021 square miles. It includes the cities of Davis, West Sacramento, Winters, and Woodland and the University of California at Davis. The population of the County is approximately 199,066 with all but 23,887 living in the incorporated cities.

The Public Works Division, of the Community Services Department is responsible for construction, operation and maintenance of 757 miles of road. The road network includes 33 miles of arterials, 142 miles of collectors, 40 miles of residential roads and 542 miles of other rural roads. They carry a mixture of local and through commute, aggregate resource trucking, farm equipment movement, and farm to market traffic.

The mission of the Public Works Division, of the Community Services Department is to preserve, enhance, and promote quality of life and public safety through the responsible development of reliable and sustainable infrastructure and services. One of the core functions and goals that most closely relates to this contract is to, "Maintain a safe, efficient, and fiscally manageable county road system."

PROJECT BACKGROUND

The County Road (CR) 98 Bike and Safety Improvement Project, Phase II project will extend the following improvements southward from the first phase of the CR 98 project, completed in 2014. The project will be from approximately 1300 feet south of CR 29 to the Solano County Line, 4.1 miles. A preliminary description of the project improvements are described below:

- Add eight-foot paved shoulders for bike lanes and an additional twelve-foot clear recovery zone along the entire length of both sides of this existing narrow two lane arterial road.
- Close the gap between the existing Class 1 bike path on Russell Blvd and the Class 2 bike lanes on Hutchison Drive on the University of California campus. Whether this gap closure is Class 1 or Class 2 bike lane will be determined during project development after consultation with the public, adjacent property owners, and the University of California at Davis.
- Install roundabouts or other intersection improvements at the intersections with County Road 31, CR 32, and Hutchison Drive. The intersections of CR 98 with CR 31 and CR 32 are currently controlled with four-way stop signs.
- Relocate drainage ditches and utility poles outside the clear recovery zone.
- Provide mitigation for environmental impacts of project.

The project has currently received funding for preliminary engineering.

The proposed contract for roundabout design will include preliminary alternatives for a roundabout at three intersections within the project corridor; assistance with and participation in a public outreach program; layout of selected alternatives for the purposes of environmental review and right of way acquisition, preparation of PS&E to be included in County construction documents; and assistance as requested during environmental, bidding, and construction of the project.

General assumptions and resources that the County will provide include the following:

- ❖ County will manage overall project and prepare construction documents with the exception of intersection plans anticipated as part of this contract.
- ❖ Survey, mapping, and delineation of existing right of way are completed and will be provided by County.
- ❖ Traffic data, including one count of turning movements during the AM and PM peaks at each intersection, have been collected by County and are posted on the bidsync website. Proposers shall identify what, if any, additional data is needed.
- ❖ The overall 85th percentile speed of the corridor is approximately 58 mph.
- ❖ All design work will be done in AutoCAD (current edition). Electronic documents will be made available to the County upon request.
- ❖ Roundabouts will include native landscaping, where feasible. A roundabout at 32 and 98 will incorporate existing "Cactus Corner" plants, if possible.
- ❖ The alternative to a roundabout will be an intersection layout for a traffic signal to be installed either as part of the project or in a future project.
- ❖ County will be responsible for right of way engineering, appraisal, and acquisition of right of way.
- ❖ County will provide utility locations and coordinate relocation as necessary.

Proposers are encouraged to propose alternatives and additional details to the scope of work that would provide a more efficient way to provide the services requested.

SCOPE OF SERVICES

GENERAL REQUIREMENTS

Civil Engineering Firms (hereinafter referred to as Consultant) are requested to submit proposals for roundabout design services that are required in conjunction with the County Road 98 Bike & Safety Improvement Project, Phase II.

The County proposes to contract for these services from November 8, 2016 to November 7, 2022. However, the Agreement may be terminated, for any reason, by either party by giving written notice to the other party at least thirty (30) calendar days in advance of the effective date of the termination. The Assistant Director, Public Works of the Community Services Department or designee will be the County Contract Manager.

The successful proposer must demonstrate:

- The ability to meet the minimum insurance requirements detailed in the attached Sample Agreements (Attachments A and B).
- The ability to execute the attached Sample Agreement.

The final Agreement will incorporate the proposer's scope of services, responsibilities, and deliverables.

Proposers shall include a list of all requested changes to the Sample Agreement in their initial proposal. The County reserves the right to accept or reject any requested changes. Without good cause presented by a proposer, the County will not accept any requested changes not included in the proposal.

The tasks identified at this time are described below.

TASK 1 – Project Management, Coordination, Documentation & Quality Control.

TASK 2 – Review of Existing Data, Corridor Design Alternatives, & Roundabout Feasibility

Review proposed alignments for overall corridor and existing traffic data and recommend if a roundabout is feasible at proposed locations. Prepare a draft and final technical memorandum summarizing conclusions and recommendations regarding feasibility of a roundabout at each of the three intersections including general layout requirements and limitations or challenges for implementation. Discuss needs and limitations for lighting and landscaping.

TASK 3 – Preliminary Layout of Alternate Alignments

After consultation with County staff, provide up to six preliminary layouts for the intersections of County Road 98 with CR 31 (Covell Blvd.), CR 32 (Russell Blvd.), and Hutchison Drive. The layouts shall include the necessary features for slowing traffic in advance of the intersections. They shall include consideration of all users including cars, trucks, farm equipment, bikes and pedestrians. Preliminary layouts will include critical roundabout features and geometric design elements and will identify landscape opportunities and restrictions. The design will include basic horizontal and vertical design elements including drainage, channelization islands, and all features necessary to bring traffic speeds down to the operational speed of the roundabout and to accommodate all users. Prepare preliminary cost estimate of alternatives. Work will include one round of revisions and response to County comments. Any additional needs for surveying should be included with final submittal.

TASK 4 – Public Outreach Program (2 Public Meetings – 1 Board Meeting)

Work with County staff to implement a public outreach program. County will organize and coordinate public meetings and mailing and contact lists. Consultant will provide exhibits, education materials, and a presentation on the roundabout alternatives within the corridor for up to two public meetings, four stakeholder meetings, and one Board of Supervisors' meeting. At the Board of Supervisors meeting, staff will seek direction regarding further pursuit of the roundabout option. Consultant will assist County staff in maintaining project website by preparing content to upload to the website.

TASK 5 – Prepare Final Layout

Prepare final layout and right of way needs for chosen alternatives. Work will not begin without written authorization from County of Yolo Contract Manager. Consultant shall prepare a roll plot for the roundabout final layout based on the approved preferred alternatives and existing mapping. The final layout will extend to the conform of the roundabout features. Design shall be of sufficient detail to identify rough grading of the roadway for drainage, environmental clearance, and right of way needs, including temporary construction easements. Prepare a technical memorandum with critical design standards and features for roundabout, recommendations for traffic handling through the intersections, and a cost estimate. Work will include one round of revisions and response to County comments.

TASK 6 – Draft PS&E

Upon written notice to proceed from the County, Consultant shall prepare a complete draft PS&E package for submittal to the County. The plans, specifications, and estimate will ultimately be inserted into the construction documents as part of the County Road 98 Bike & Safety Improvement Project that will be prepared by the County. Finalize technical

EXHIBIT A - RFP Excerpts

memorandum for selected alternatives. Technical memorandum shall include traffic handling recommendations after discussion with County staff. The Consultant shall provide to the County special provisions in MS Word, estimates in MS Excel, and plans (upon request) in AutoCAD (current edition). Consultant shall assume one round of review and comments for both the 65% and 95% design level.

The County will provide for the consultant's use boilerplate special provisions and bid documents. Consultant's special provisions will be added into the boilerplate. Use of Caltrans Standard Special Provisions will preserve hidden text and show changes tracked.

Deliverables:

- | | |
|-----------------------------------|---|
| • Final Technical Memorandum | Three (3) copies |
| • Plans and estimate 65% complete | Three (3) sets of half size (11" x 17") |
| • Draft Special Provisions (65%) | Three (3) copies |
| • Plans and estimate 95% complete | Three (3) sets of half size (11" x 17") |
| • Draft Special Provisions (95%) | Three (3) copies |
| • Response to County comments | Three (3) copies |

TASK 7 – Final PS&E

Upon written authorization to proceed from the County, the Consultant shall make any corrections or changes required to the PS&E and submit the final PS&E package to the County. Each plan sheet shall be signed and stamped by the responsible California registered engineer. Special provisions, technical memorandum, and quantity calculations will be also stamped and signed. The final PS&E package will include all of the following items:

- | | |
|---|--------------------------|
| • Final Design Plans | (Electronic format file) |
| • Final Design Plans | 2 sets (24"x36") |
| • Final Design Plans | 2 sets (11" x 17") |
| • Final Special Provisions | 2 copies |
| • Quantity Calculations and Engineer's Estimate | 2 copies |
| • Check Quantity Calculations | 1 copy |
| • Technical Memorandum | 2 copies |

TASK 8 – Assist with Environmental Document (Optional Task)

The Consultant shall provide assistance to the County, as requested, and to other County consultants in obtaining CEQA and NEPA environmental clearance and securing any environmental permits required for the project.

TASK 9 – Provide Bidding and Construction Support (Optional Task)

While the project plans and specifications are being advertised for bids, all bidder questions concerning the County's intent will be communicated to the County for resolution. In the event that any items requiring interpretation in the construction drawings or specifications prepared by Consultant are discovered during the construction bidding period, said items will be analyzed by the Consultant. The Consultant's analysis will be presented to the County. The County will determine the proper correction procedure to follow. The proper correction procedure will either

be in the form of addenda prepared by the Consultant and issued by the County, or by a change order after the award of the construction contract.

The County shall provide the Consultant with written notification of the award of a construction contract.

The Consultant shall attend the pre-construction conference with the successful construction contractor, if requested by the County in writing.

During construction, the Consultant shall furnish all necessary additional drawings for corrections and change orders required due to errors and omissions of the Consultant. Such drawings will be requested in writing by the County, and will be at no additional cost to the County. The original tracings of the drawings and agreement wording for change orders will be submitted to the County for duplication and distribution.

Drawings and change orders requested by the County that are not due to the Consultant's error or omissions will be requested in writing by the County. The Consultant shall not be entitled to payment for such services unless approved in advance by the County.

The Consultant shall be available to visit the job site for on-site review of construction, and for other visits to the job site as requested by the County. The Consultant shall immediately bring to the attention of the County's Resident Engineer any observed defects or deficiencies in the work by the County's construction contractor. The Consultant shall have no authority to issue instructions on behalf of the County or to deputize another to do so.

During the Consultant's construction support period, the Consultant shall complete contract change order reviews within two business days of contract change order receipt.

SCHEDULE

The goal of the selection process will be to take a final contract to the Board of Supervisors for approval at either their November 8th or 22nd meeting. Proposers shall assume that the contract kick off meeting will take place no later than the week following Board approval of the contract. The County would like an aggressive schedule to prepare for a first public meeting in January 2017 with either a second public meeting (if deemed necessary) or a Board of Supervisor's meeting in February or March of 2017.

Should the Board of Supervisors decide to go forward with a roundabout into the environmental process, final layout as described in Task 5 will be needed within six weeks of a Board meeting.

65 % PS&E shall be ready for review within six weeks of notice to proceed.

95% PS&E shall be completed within three weeks of comments from the County.

Task 7 Final PS&E shall be completed within three weeks of notice to proceed.

Proposals shall include a schedule for work as indicated above and include risks and challenges to meeting the schedule. For work for Tasks 1 through 4, proposers' schedule shall include one week for County review. For Tasks 5 through 7, proposers' schedule shall include two weeks for County review

The offices of Yolo County, Department of Community Services will be closed the last week of December through January 2, 2017. County staff will not be available during this time.

ATTACHMENT 3**Proposal CONTENT AND FORMAT**

Proposals submitted for the requested services described in the RFP must meet the following criteria to be considered for this project. Proposers may download current Caltrans' forms for submittal.

- 1. Transmittal Letter:** The letter shall state the names of the Project Manager and subconsultants, if any, that will perform the work including responsibilities of each. The letter shall include a statement regarding any conflicts of interest, and shall be signed by a principal of the firm.
- 2. Approach to Work:** Using the Scope of Services as a guide, describe firm's experience with similar work in the industry, and the firm's typical managerial approach to this type of work. Describe the firm's operations in sufficient detail to present the proposed method of approach to meet the objectives of the work. Discuss any unique ideas/concerns relating to the project.
- 3. Specialized Experience and Qualifications:** Indicate experience gained from recent work similar to the proposed work. A list of current and past work on similar projects, staff who worked on these projects and corresponding client's names, titles, and phone numbers are to be included. Describe the qualifications and availability of staff and other professional, technical, and administrative resources which will be used to perform the work.
- 4. Project Team:** List of personnel directly assigned to the project, along with responsibilities on this project and resumes. Resumes shall be limited to one page per person, and shall include dates of degrees, professional certifications, and laboratory certifications, dates, titles and location of relevant employment, and specific accomplishments relevant to the scope of work. Include an organizational chart of personnel involved in the project. Indicate the portion of the time key staff will be available to work on the project and the availability of the project team to continue through the completion of the project. Describe major projects where key team members have worked together previously. Yolo County reserves the right to approve consultant's project manager and any requested personnel and subconsultant changes during the course of the project.
- 5. Familiarity with state and federal procedures:** Describe the firm's experience on state or federally funded road or bridge projects. Describe the status or provide a copy of any Indirect Cost Rate Evaluation, Cognizant Letter of Approval or audit report on a prior Caltrans or local agency contract for the Consultant and all subconsultants. Consultant **shall** submit Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System (Attachment 6) with their proposal.
- 6. References:** Provide at least three, but no more than five, references (public agencies preferred) who can comment on the past performance of the firm(s) and key staff on a project comparable to the proposed work completed within the last five years.
- 7. Cost Proposal from firms invited to an interview:** Two copies of the following information is to be submitted inside a sealed envelope at the beginning of the interview, clearly marked "**Cost Proposal for Roundabout Design Services**". The cost proposal shall be submitted on Exhibit 10-H Sample Cost Proposal (Example #1) and shall have attached to the Exhibit a breakdown of the costs per task.

The Proposal shall be no longer than the following page lengths:

Letter of transmittal:	2 pages
Sections 2-6 Descriptions:	20 pages (double sided)
Figures, illustrations, & schedule (including Caltrans' forms):	22 pages

EXHIBIT A - RFP Excerpts
ATTACHMENT 4
WORK PROPOSAL FORM

Yolo County Community Services Department Public Works Division					
Work Proposal Form for Long Form or Short Form Agreements					
(TYPE OF SERVICES Services with CONSULTANT NAME)					
Agreement Number: _____, Amendment Numbers: _____					
Type of Service:	_____				
Consultant Name:	_____				
Project Description:	_____				
County's Additional Work Project Number:	_____	Consultant's Project No.:	_____		
Contract Task No.:	_____	Fund No.:	_____	Budget No.:	_____
Completion Date:	_____	Vendor No.:	_____	Work Order No.:	_____
				Account No.:	_____
				Cost Center:	_____

Estimated Hours and Cost Proposal (not including contingency)					
Task No:	Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Hours		0	TOTAL NOT TO EXCEED COST (excludes contingency)		\$0.00

Additional Services/Contingency Estimated Hours and Costs					
Task	Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
					\$0.00
					\$0.00
					\$0.00
Total Hours		0	TOTAL CONTINGENCY COSTS		\$0.00

Percent Retention as per Agreement:	_____	Amount of Retention Withheld to Date:	_____
FY 20XX/XX Contract Amount + Conting.:	_____	Total Contract Amount (X yrs):	_____
FY 20XX/XX Spent to Date:	_____	Total Contract Spent to Date:	_____

Notes:

_____ CONSULTANT'S NAME Approval	_____ Date
_____ Contract Manager Recommendation for Approval	_____ Date
_____ County Approval Assistant Director of Public Works	_____ Date

Work Proposal Form Template

ATTACHMENT 5

SELECTION CRITERIA

The selection committee shall review the Proposals and select the most qualified consultants for further evaluation. The selection of the most qualified consultants shall be based solely on the information provided in the Proposal.

Evaluation Criteria:

1. Understanding of the work to be done (20%)

The consultant's overall understanding of the work and discussion of unique issues of the project described in the RFP.

2. Experience with similar kinds of work (25%)

The consultant's experience directly relating to the services described in the RFP and evidence of ability to complete the work to a high standard, within schedule, and on budget.

3. Quality of staff for work to be done (20%)

The education, training, and commitment of personnel and sub-consultants and their experience in the areas assigned. Describe the qualifications and availability of staff and other professional, technical, and administrative resources which will be used to perform the work. List only staff who will work on the proposed contract.

4. Demonstrated technical ability and capability of developing innovative or advanced techniques (20%)

This includes the detailed approach to the project scope outlined in the RFP, the understanding of the project, level of effort, schedule of work, proposed project management, and unique/creative technical approaches. Indicate experience gained from recent work similar to the proposed work. A list of current and past work on similar projects, staff who worked on these projects and corresponding client's names, titles, and phone numbers are to be included.

5. Familiarity with state and federal procedures (5%)

The consultant's demonstrated familiarity with state and federal procedures in the preparation of technical studies, environmental documents, design, PS&E, and construction

6. Financial Responsibility (10%)

The consultant's demonstrated understanding of, and the compliance of its financial management and accounting system with, the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR) Part 31, 48 CFR Part 16.301-3, and 49 CFR Part 18. The consultant's and subconsultant's experience with indirect cost rate audits related to the above, and ability to execute the Consultant Certification of Contract Costs prior to award of contract. Consultant **shall** submit Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System (Attachment 6) with their proposal.

.....
Consultant selection will be based solely on information provided in the Proposal. Be sure to include all relevant information and evidence of the firm's record of performance and ability to perform the work, including satisfactory experience in working with Caltrans and Federal-aid projects. As indicated above, the project team is the key element of the Proposal.

Interview Evaluation Criteria

Note: Interviews will be conducted to clarify information and to resolve selection dilemma.

The presentation duration shall be a maximum of 15 minutes which will be followed by questions and answers session lasting approximately 15 minutes.

1. Presentation (25%) – This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness.
2. Project Team and Approach (40%) – This includes key people committed to this project, time commitment of key people, ability to interact with County personnel and project team qualifications and related experiences. Moreover, this includes the discussion of project approach and how the consultant will complete the assigned project tasks on schedule.
3. Questions and Answers (35%) – This will address technical and managerial experiences, creativity and communication skills, and other related questions regarding the Proposal.

Two copies of the following information is to be submitted inside a sealed envelope at the beginning of the interview, clearly marked “**Cost Proposal for Roundabout Design Services**” The cost proposal shall be submitted on Exhibit 10-H Sample Cost Proposal (Example #1) and shall have attached to the Exhibit a breakdown of the costs per task.

EXHIBIT A - RFP Excerpts
ATTACHMENT 6

Local Assistance Procedures Manual

EXHIBIT 10-K
Consultant Certification of Contract Costs and Financial Management System

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of states in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

EXHIBIT A - RFP Excerpts

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: _____

Phone number: _____

****** An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

ATTACHMENT 7 **Cost Proposal (Example #1)**

Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)** Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	\$ _____	\$ 0.00
_____	_____	_____	\$ _____	\$ 0.00
_____	_____	_____	\$ _____	\$ 0.00
_____	_____	_____	\$ _____	\$ 0.00
_____	_____	_____	\$ _____	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 0.00
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 0.00**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: 0.00%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ 0.00

INDIRECT COSTS

- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 0.00**FEE (Profit)**

- q) (Rate: 0.00%) k) **TOTAL FIXED PROFIT** [(c) + (j) x (q)] \$ 0.00

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ 0.00
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ 0.00

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 0.00**TOTAL COST** [(c) + (j) + (k) + (p)] \$ 0.00**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT A - RFP Excerpts

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
_____	_____	=	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation			
Year 1	_____	+ 0.00%	=	_____	_____
Year 2	_____	+ 0.00%	=	_____	_____
Year 3	_____	+ 0.00%	=	_____	_____
Year 4	_____	+ 0.00%	=	_____	_____

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	0.0%	*	_____	0	_____
Year 2	0.0%	*	_____	0	_____
Year 3	0.0%	*	_____	0	_____
Year 4	0.0%	*	_____	0	_____
Year 5	0.0%	*	_____	0	_____
Total	0%		_____		

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	_____	*	0	\$ 0.00	_____
Year 2	_____	*	0	\$ 0.00	_____
Year 3	_____	*	0	\$ 0.00	_____
Year 4	_____	*	0	\$ 0.00	_____
Year 5	_____	*	0	\$ 0.00	_____
Total Direct Labor Cost with Escalation				=	\$ 0.00
Direct Labor Subtotal before Escalation				=	
Estimated total of Direct Labor Salary Increase				=	0.00

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

ATTACHMENT 8

SAMPLE CONSULTANT AGREEMENT

The attached sample agreement is the County's standard contract.

The final agreement will incorporate the consultant's scope of services, responsibilities, deliverables, and costs, as negotiated prior to execution. Submittal of a Proposal constitutes an agreement to all provisions and conditions set forth in the Sample Agreement, unless noted otherwise in the Proposal.

If any firm submitting an Proposal requests changes to the Sample Agreement, the firm must include a list of all such requested changes in their Proposal. The County reserves the right to accept or reject any requested changes. The County will not accept any requested changes not included in the Proposal.

The successful consultant must agree that no information developed or gathered as part of this project will be released to any party without prior written approval of the County.

Roundabout Design Services County Road 98 Bike & Safety Improvements Phase II

Bid Number PPWSRFPMC1601



Prepared for:



Public Works Division,
Community Services Department
Attention: Ms. Darlene G. Comingore
292 West Beamer Street
Woodland, CA 95695



Prepared By:



omni means
ENGINEERING SOLUTIONS

943 Reserve Drive, Suite 100
Roseville, CA 95678
Douglas Ries, PE
P: 916.782.8688





September 12, 2016

Yolo County
Public Works Division, Community Services Department
Attention: Ms. Darlene G. Comingore
292 West Beamer Street
Woodland, CA 95695

Re: Proposal for Roundabout Design Services for County Road 98 Bike & Safety improvements, Phase II

Dear Ms. Comingore:

Designing roundabouts is as much art as it is science. While there are design “standards” for virtually all public works improvements, roundabouts stand alone as the one intersection improvement without design standards. The reason for this is that roundabouts are uniquely designed for each specific location. There are published guidelines (NCHRP 672), but the actual size and each of the critical geometric components are determined by the experienced designer. Inexperienced roundabout designers can result in roundabouts being oversized, more costly, and less effective, sacrificing operational and safety benefits.

There is no better reason to select our team than the proven experience and quality of our designs. Eight (8) of our roundabouts have been selected as “Projects of the Year” by either ASCE and APWA (or both), as well as “Breathe California”. Our team will be led by Mr. Douglas Ries, PE, President of Omni-Means. Doug, as Project Manager, recently completed two roundabout designs for the City of Vacaville. We include a comprehensive “Peer Review” on all of our roundabout projects and this review is conducted by Mr. Mark Johnson. Mark works as an associate to Omni-Means, and is involved in nearly all of our projects. Mark was a co-author of NCHRP 672, and is one of three (3) roundabout experts that are retained by the FHWA to provide Peer Review nationwide. Omni-Means has also been recognized for our abilities in roundabout planning and design; we were retained by Caltrans Headquarters to provide in-house training on roundabout operations and design to Senior Caltrans staff statewide this past June with future training on the horizon.

The RFP requires that traffic signal concepts be provided for each intersection. These will be prepared by our subconsultant TJKM who will also provide the street lighting design. With this team, you can be assured of retaining a highly professional, qualified and experienced set of professionals.

Public Outreach

The County recognizes the importance of public outreach. We are experienced in this area and have proposed a “Tiered” approach to outreach (including bilingual if necessary). Our experience suggests that the first tier is an educational outreach focused on “why we consider roundabouts”; this tier is held early in the process and without conceptual plans, solely to educate on the benefits of roundabouts. The second tier would be to present improvement concepts, while the third tier is the Board of Supervisors.



We strongly suggest a fourth tier, which is a series of one-on-one meetings with key corridor stakeholders to meet and discuss their thoughts and concerns, so that we can incorporate these issues, as best we can, prior to presenting concepts to the general public. This process has worked well for us to defuse opposition outside the public forum!

Conflicts of Interest/Agreement

Our team has no conflicts of interest nor do we have any comments on the Sample Agreement as outlined in your RFP.

In closing, we are confident that our experience and qualifications will allow us to provide you with an outstanding series of roundabouts, designed specifically for each location, recognizing and designing for the speed control issues that exist throughout the corridor.

We look forward to presenting our approach to this exciting and challenging project to your interview committee.

Sincerely,

Omni-Means, Ltd.

A handwritten signature in blue ink, appearing to read 'Douglas J. Ries'.

Douglas J Ries, PE
Project Manager

A handwritten signature in blue ink, appearing to read 'H. Ross Ainsworth'.

H. Ross Ainsworth, PE, TE
Principal-in-Charge

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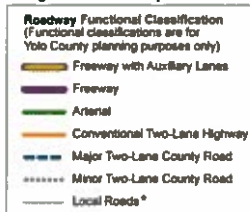
Approach to Work

Project Understanding and Approach

This project has been initiated by Yolo County to upgrade the operational and safety conditions along County Road (CR) 98 to provide a safer environment along the entire CR 98 corridor from the Solano County Line to the city of Woodland, for all users of the corridor.

Yolo County General Plan - Circulation Element

The Yolo County General Plan Circulation Element calls for a **“Complete Street”** facility (CI-3.6), which means the inclusion of improvements that accommodate all modes of travel with specific emphasis on improving mobility, safety, and functionality for bicycle and pedestrian users. The General Plan also intends that CR 98 shall remain a **“Major Two-Lane County Road”**.



The objective of this project is to improve the corridor to more safely accommodate pedestrian and bicycle users and to realize the General Plan goal of minimizing environmental impacts resulting from transportation facilities improvements.

The plan developed by the County:

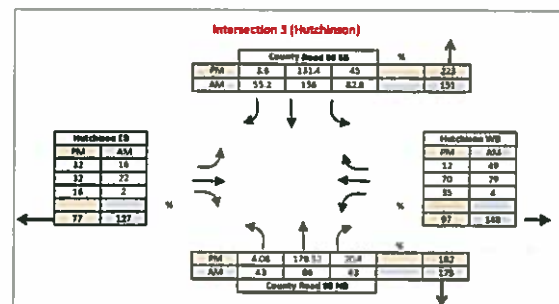
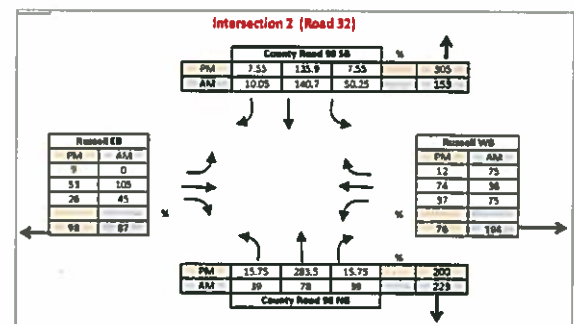
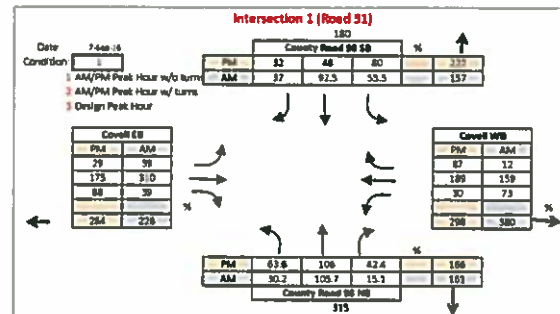
“To incorporate a series of roundabouts at Hutchinson Drive, County Road 32 (Russell Road); and, County Road 31 (Covell Blvd.).”

This represents an outstanding opportunity to enhance corridor operations, improve overall corridor safety, and improve the environment through the reduction in Green House Gas emissions. The following discussions will elaborate on these positive benefits.

Corridor Traffic

Traffic data was provided as a part of the “Request for Proposals”. The traffic volumes included within this document are well within the expectations for single lane roundabouts at each of the three (3) locations. The General Plan Circulation Element states clearly the CR 98 corridor shall remain a “Major Two-Lane County Road”. To fully appreciate

the existing conditions, we have taken the count information provided and used it to create a likely simulation of current intersection turning activity. This effort was undertaken to understand the conditions along CR 98.



The existing traffic volumes support single-lane roundabout operations initially. We believe that significant growth beyond the current levels will likely continue to require single lane roundabouts, perhaps with some added right turn capabilities far in the future. We will of course evaluate this potential during the development of long-term traffic demands.

All of our roundabout projects include both near-term and long-term geometric requirements.

Corridor Safety

We reviewed and analyzed the operations along CR 98 with an eye towards safety. The RFP clearly identifies corridor speed as a concern. With an 85th percentile speed in excess of 55 mph, speed con-



Approach to Work

trol (traffic calming), and access control could be very critical issues, which must be identified and included within the designs for each potential roundabout location.

Corridor Accident Experience

We have reviewed the Statewide Integrated Traffic Records System (SWITRS) records for the corridor for the period 2008 through 2015. We have identified 46 accidents along the corridor from one-half mile south of Hutchinson Road to one-half mile north of Road 31 (Covell Boulevard). Of these 46 accidents, turning violations and right of way violations were named as primary causes in 59% of all accidents.

While right of way violation and speed were equivalent as a primary violation cause, improper turning or failure to yield right of way was responsible in 18 cases and caused 17 of the recorded injuries.

Speed was identified as a code violation in 20% of all corridor accidents, but more specifically in nearly 30% of intersection accidents. This would indicate that speed approaching intersections is a significant issue and one we need to focus on with the roundabout designs.

The analysis indicated that for non-intersection accidents (typically mid block/access), turning movements and right of way violations were the most common factors, with 35% resulting from improper turning movements, and an additional 25% resulting from failure to yield right of way. There were two (2) bicycle accidents, no pedestrian accidents were recorded, and one (1) fatality occurred on CR 98 north of CR 31.

The concept of properly designed roundabouts at each of the three (3) intersections would be expected to reduce all accidents by as much as 60%. More importantly, injury accidents should be virtually eliminated by reducing approach speeds, and by reducing or eliminating intersection right of way violations.

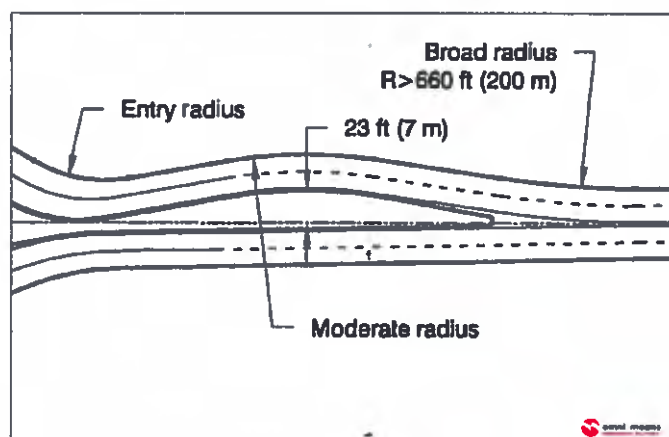
These roundabouts will also assist in calming the traffic along CR 98, by requiring controlled speed approaching, circulating, and exiting each roundabout intersection. This could/should lead to improved safety for left turning traffic entering or exiting corridor driveways.

Violation Type (Source: SWITRS)				
Location	Unsafe Speed	Turn/RW Violation	Other	Total
Intersection	8	11	9	28
Non-Intersection	1	16	1	18
Total	9	27	10	46
Percentile	20%	59%	22%	100%

County Road 98 - Corridor Accidents (Source: SWITRS)				
Intersection Accidents		Number	# Injured	# Fatals
County Road 98	County Road 31	9	4	0
County Road 99	County Road 32	5	1	0
County Road 98	Hutchinson Dr	12	11	0
Sub-total		26	14	0
County Road 98 Mid Block Accidents (between)				
County Road 30	County Road 31	9	5	1
County Road 31	County Road 32	6	2	0
County Road 32	Hutchinson Dr	3	0	0
South of Hutchinson Dr		2	2	0
Sub-total		20	9	1
Total		46	23	1

Designing for Corridor Safety - Intersection/Corridor Speed Control

Roundabouts are designed to control the speed entering and circulating through the roundabout. This is best achieved through the geometric design of the roundabout and its environs. The environs in this case relate to alerting the driver to the upcoming speed constraints through the use of geometric and visual cues. Signing, while also important, is a supplement to the geometric and other visual cues. First, and foremost, the driver must "feel" the change in the roadway as he/she approaches the roundabout at a high rate of speed. This is accomplished through the design of the approach, alerting the driver by changing roadside conditions as they approach the roundabout. The accompanying exhibit illustrates this approach.



Approach to Work

This approach creates a condition where the driver is reacting to changing roadway geometrics in advance of the roundabout, fundamentally creating a serpentine into the roundabout in advance of the reduced entry radius - forcing the driver to gradually reduce their speed. A longer than normal, often several hundred feet in length, splitter island is common design practice for roundabouts with high-speed approaches. This also may be accompanied by a physical change to the inside edge of the roadway creating a constrained "feel" as the driver approaches.

The photograph to the right illustrates this approach with intervening driveway access. The photo below provides a long splitter island to clearly indicate change.



Both of these examples are from Award-Winning Omni-Means designed roundabouts.

An example as to how this approach can/will be implemented along CR 98 is provided adjacent to the right. This example is located on Northbound CR 98 approaching CR 31 (Covell Boulevard).

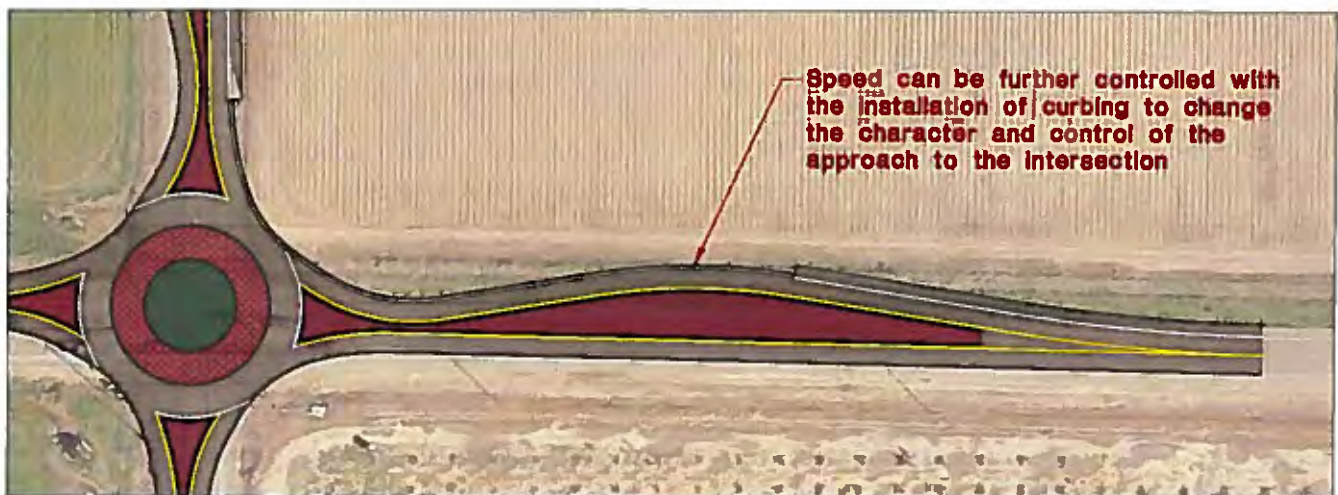
Designing for View Control - Center Island with Aesthetic Opportunities

Another item that is very critical to roundabout safety and operations is sight control through the roundabout center island. Center islands can serve two (2) important purposes, first for safety and secondarily aesthetic opportunities.

The first priority is to provide a view obstruction limiting the driver from observing oncoming traffic on the far side of the roundabout. This is important from an operational perspective as well as the safety perspective (particularly at night!) as the photograph below clearly illustrates. Here you can see the view blockage, and the aesthetic opportunities created.



Operationally, the driver entering the roundabout should be focused on the circulating traffic from the left; observing traffic approaching from the opposite direction can divert attention from the only conflict within the roundabout, the circulating vehicle from the left. Blocking the view across the roundabout allows the entering driver to focus on the only potentially conflicting vehicle, the circulating vehicle from the left.



Approach to Work

This view obstruction is a further cue to the approaching driver of a change in the roadway ahead, which will assist in speed control, and aids in overall roundabout operations. This is particularly critical at night where an approaching driver could observe headlights approaching from beyond the roundabout and mistakenly believe the corridor is straight without a roundabout intersection.

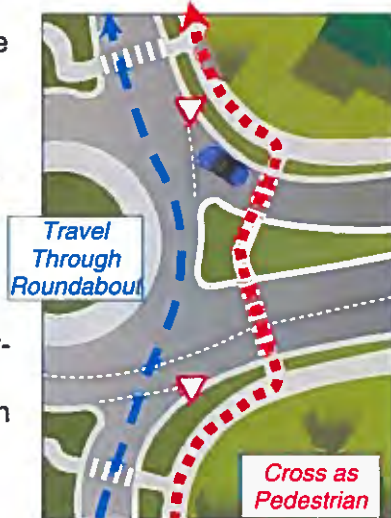
The view can also create a sense of place and character as seen in the previous photo.

Finally, lighting is very important as it creates for a safe circulating environment and alerts motorists of the upcoming intersection far in advance at night.

Designing for Pedestrian and Bicycle Safety

To achieve a "Complete Streets" corridor, the bicycle facilities the County will propose through the intersection are essential. Class 1 facilities, if properly sized, can facilitate both bicycle and pedestrian activity safely off the roadway. The project design team will determine whether the corridor will include Class 1 (off-street path) or Class 2 (bike lane) facilities.

Should the County construct Class 1 facilities between the intersections, the roundabout design would continue the path around the intersection as shown in the red dashed line in the graphic to the right.



If the County determines that Class II facilities (bike lanes) are constructed between the intersection, the bike lanes would drop into a shared use path allowing cyclists to either exit the roadway and traverse the roundabout through the shared use path, or take the lane and travel with traffic through the roundabout. Both alternatives are depicted on the above graphic and are included in all of our roundabout designs.

With this design, the "commuter" cyclist takes the lane and rides through the intersection as any other

vehicle, while the recreational cyclist can traverse the roundabout using a shared use path, which may provide a more comfortable experience negotiating the intersection. This is accomplished through a series of bicycle ramps that are provided prior to the entry into the circulatory roadway (right graphic) and following the exit (graphic below). These photographic examples illustrate this approach on one of our recently completed roundabouts.



Reaching the Public - "Creating a Dynamic Outreach Program"

Roundabouts, particularly the first roundabout, can create a firestorm of opposition. This opposition is usually born from:

- ♦ Lack of familiarity
- ♦ Fear of something new
- ♦ Resistance to change
- ♦ All of the above

There is a common theme to each of the above reasons. Roundabouts are not yet a familiar intersection control measure and there is a natural lack of trust that they really will work as projected. There are a multitude of published facts to counter these arguments, but until the audience that is ready to hear the facts, you might as well be put on "mute".

Getting the Message Across

We are often asked, "How do we get the audience ready to hear us?" Our answer is simple: Educate and do so before the project alternatives are "set in stone". Early education is the proper approach. It is our experience that if the audience is there to discuss the choices for a specific location, such as



Approach to Work

CR 98 and CR 31 (Covell Boulevard), their focus is solely on that location. Whatever information we present regarding the benefits a roundabout will provide to operations, safety, and the environment is lost because the audience lacks the context to interpret what that means. Their context is about visualizing a totally unfamiliar solution with all of their inherent negativity in place.

Our approach is to first provide education **outside the context** of a specific improvement, followed by more specific open houses discussing the alternatives and then a final recommended presentation. We would anticipate the following tiered approach to this issue:

- Tier 1 - A series of educational workshops (perhaps two) aimed at explaining the project and reviewing the potential solutions that may be forthcoming (not specific to any location), such as Traffic Signalization or Roundabouts or All-Way Stop Control. It is at this point that a concerted education on the benefits of roundabouts is introduced, supported by handout materials.
- Tier 2 - At the point where alternatives have been developed, hold two (2) more open houses, where stations are provided for each of the three (3) locations and individuals can discuss, one on one, the pros and cons for each improvement alternative for each location.
- Tier 3 - A hearing, potentially with the Board of Supervisors, where the recommended improvement for each location is presented.



Dealing with a Diverse Community

With over 30% of the population of Yolo County identified as Hispanic during the most recent census, it will be important to present information in a bilingual manner. Many of our educational materials have been translated into Spanish.



One of our Transportation Engineers is fluent in Spanish and will be available to interpret during the Q&A for each of our community meetings. In addition, it may be wise to facilitate separate workshop/open houses by primary language.

Using Roundabout Professionals to get the Message Across

We have not retained the services of a "Community Outreach" consultant, because roundabouts are specialty improvements and we have found that the message is best presented to the community by the specialists (the planners and designers) who know and understand roundabouts. Our professionals are experienced in these presentations and can explain why we use roundabouts in terms that will be understood by the general public.

Roundabouts are Environmentally Sensitive

The Yolo County General Plan states clearly that transportation improvements should be environmentally sensitive:

"Goal CI-4: Environmental Impacts. Minimize environmental impacts caused by transportation."



Approach to Work

Roundabouts at present are the single greatest opportunity to achieve this goal along the CR 98 corridor. The operational characteristics of roundabouts are to keep traffic moving and reduce or eliminate stopped time (idling engines). These operational characteristics lead to significant reductions in Green House Gas (GHG) emissions. Studies have demonstrated that roundabouts, when compared to signalized or stop controlled intersections, can achieve these reductions:

- **Carbon Monoxide: 38% - 45% Reduction**
- **Nitrogen Oxide: 44% - 51% Reduction**
- **Carbon Dioxide: 55% - 68% Reduction**
- **Hydrocarbon: 62% - 68% Reduction**

Roundabouts along this corridor will be consistent with the General Plan intent.

Award Winning Roundabout Designers

For nearly two decades, Omni-Means has been planning and/or designing award-winning roundabouts. Our expertise has grown to a place where we have roundabout projects in nearly every Caltrans District across the state. Our experience covers a cross section of these efforts, from rural to urban, single-lane, multi-lane and hybrid, each challenge has been met and the result exceeded the expectations of our client.

Rural and Semi-Rural Applications

CR 98 is a lengthy corridor with high travel speeds and intersections at about one-mile spacing in a semi-rural environment. The following pictures depict two award-winning roundabouts designed and constructed in a semi-rural environment. Below is single-lane roundabout.



The roundabout below is a "hybrid" roundabout with both single and dual lane entries. It is conceivable that one or more of the CR 98 roundabouts may require hybrid approaches now, or at some time in the future.



Conclusion

It is our philosophy that a successful project is characterized by client satisfaction, and we encourage you to contact our project references to hear first-hand about our proven performance in developing innovative roundabout solutions and delivering projects through the Environmental and PS&E processes.



Scope of Services

This is an outline of the Scope of Services that will be used to prepare the budget.

Task 1 - Project Management, Coordination, Documentation, and Quality Control

1.1 Project Management

Omni-Means will serve as the Project Manager for the roundabout design services as part of the County Road (CR) 98 Bike & Safety Improvement Project, Phase II, referred to hereafter as the "Overall Project" during the entire duration of the project. The general project management responsibilities include:

- ♦ Prepare and update master project schedule
- ♦ Coordinate project status meetings on the roundabout design
- ♦ Provide coordination with stakeholders
- ♦ Manage subconsultant
- ♦ Oversee all the project components listed in this Scope of Services
- ♦ Effectively manage budget
- ♦ Ensure Quality Assurance and Quality Control Measures are completed
- ♦ Prepare invoices and progress reports at the end of each month of previous month's work

1.2 Coordination and Documentation

Omni-Means will coordinate with the County and/or subconsultant staff's Project Delivery Team responsible for delivering the Overall Project to ensure the roundabout design is incorporating the Overall Project's design components and to ensure the roundabout Plans, Specifications and Estimate (PS&E) meld seamlessly with the Overall Project's PS&E. This coordination will consist of meetings, telephone calls, emails and submittal of supplemental information as needed to ensure effective project coordination. For budgeting purposes the following six (6) meetings were assumed:

- ♦ Contract Kickoff Meeting
- ♦ Meeting to discuss the Alternative Analysis
- ♦ Meeting to discuss the Preliminary Layouts
- ♦ Meeting to finalize the Final Layout
- ♦ Meeting to discuss the 65% PS&E Review comments
- ♦ As Needed Meeting

Omni-Means will prepare and distribute the following items as needed:

- ♦ Progress Reports
- ♦ Meeting Summaries
- ♦ Project Schedule Updates

1.3 Quality Control

Omni-Means will assign a Quality Assurance & Quality Control (QA/QC) Officer that is independent of the design team to ensure and provide quality control reviews of all internally generated documents, plans and other documents to be submitted to the County. This will also include independent "peer" review of all work product, generated reports and documents.

Task 2 - Review of Existing Data, Corridor Design Alternatives, and Roundabout Feasibility

2.1 Review Existing Data

Omni-Means will review all existing data provided by the County, including but not limited to existing conditions analysis, existing traffic data, proposed alignments, and any technical studies completed to date.

Under this task design vehicles will be established. It is assumed the County will provide any dimension details for farm equipment anticipated to utilize the intersections.

2.2 Corridor Design Alternative and Roundabout Feasibility Study

Under this task, Omni-Means will identify viable solutions for the three (3) CR 98 intersections with CR 31, CR 32, and Hutchison Drive that meet the need and purpose, are context sensitive, and can be implemented within any identified right of way or environmental constraints. Specifically, we will determine if roundabouts are a viable solution for each intersection, noting the benefits, limitations and challenges for each intersection.

General conceptual level roundabout layouts will be provided and analyzed to determine the benefits, limitations and challenges. Actual intersection alternatives will be developed under Task 3.

It is assumed that mapping, a scaled aerial at a minimum, will be provided by the County to aid in



Approach to Work

this task. If new mapping is necessary, Omni-Means has the capacity to prepare that mapping.

2.3 Capacity Assessment and Analysis

Omni-Means has performed a cursory review of the traffic counts provided with the Request for Proposals to the level that probable intersection turning activity could be understood. We have determined from this information that additional turning movement and classification counts will be necessary to properly evaluate the roundabout (and traffic signal) alternatives for each location. It is assumed the County will obtain the additional counts. However, should the County request, Omni-Means can provide the counts in a timely manner and can obtain the counts on a time and materials basis or as part of an Extra Work Authorization.

It is assumed that long range traffic forecasts will be provided by the County. If necessary, Omni-Means will develop these traffic forecasts for the design year using appropriate existing forecasting tools such as The Metropolitan Transportation Plan for 2035 (MTP2035), and the SACOG Activity-Based Travel Simulation Model (SACSIM15).

The analysis of proposed roundabout alternatives and existing intersection controls will be completed in SIDRA. The objective of this analysis is to identify feasible alternatives that provide acceptable operations for current and design year forecasts; both conditions will be evaluated.

A discussion of the capacity assessment and analysis will be provided in the Technical Memorandum, under Task 2.4.

2.4 Alternative Analysis Technical Memorandum

Under this task, Omni-Means will summarize the analyses conducted and recommendations/results as a result of the work conducted in Tasks 2.1-2.3. A draft and final Technical Memorandum regarding feasibility of a roundabout at each of the three (3) intersections will be provided. The memorandum will include, at a minimum, the following:

- Recommendations for Roundabout Locations
- Discussion regarding design vehicles for each intersection
- Discussion regarding pedestrian and bicycle accommodation

- Discussion on approach speed reduction techniques at each roundabout
- Summary of the capacity assessment and analysis
- Requirements for Roundabout Implementation, including general layout requirements
- Benefits, Limitations or Challenges for Implementation
- Discussion regarding lighting requirements, including identifying any challenges
- Discussion regarding landscaping requirements, opportunities, and challenges

Three (3) hard copies of the Technical Memorandum will be submitted to the County, in addition to the electronic copy.

Task 3 - Preliminary Layout of Alternate Alignments

All deliverables submitted under the following tasks will include one round of revisions and response to County comments:

3.1 Alternative Development

After reviewing the findings of the Technical Memorandum with County staff, Omni-Means will provide up to two (2) preliminary layouts for each of the intersections of CR 98 with CR 31 (Covell Boulevard), CR 32 (Russell Boulevard), and Hutchison Drive, for a total of six (6) layouts.

For each alternative, Omni-Means will provide a conceptual layout, including:

- Innovative enhancement measures such as illuminations
- Signing and striping
- Pedestrian and bicycle facilities
- Horizontal control
- Geometric elements including:
 - Curb geometry
 - Lane widths
 - Channelization (including approach speed reduction measures)
 - Lane transitions
 - Pavement markings
 - Conform conditions, including:
 - Typical sections of each leg and the roundabout circulatory roadway and central island
 - Additional speed reduction design elements



Approach to Work

- ♦ In addition, exhibits will be prepared showing the:
 - ♦ Fast paths
 - ♦ Decision sight distances
 - ♦ Approach view angles
 - ♦ Bus/truck/farm equipment truck turns

Included in the response to comment from the County's review of the exhibits, Omni-Means will provide a recommendation on any additional needs for survey data.

3.2 Landscape Concept Exhibits

Omni-Means will prepare up to three (3) landscape concepts including a "planting only" design, and two (2) others depicting a gateway monument and art opportunities. The concepts for the roundabout at CR 32 will look into incorporating the existing "Cactus Corner" plants.

The concepts will be prepared utilizing 3D Computer Imaging Software (i.e., Sketchup) in order to demonstrate the design from all visual aspects of the roundabout design.

3.3 Preliminary Estimate

Omni-Means will prepare preliminary estimates for each alternative developed using the most recent cost data provided by the County or utilizing the Caltrans Contract Cost Database. The preliminary estimate format will follow the Caltrans 11 page Preliminary Cost Estimate Template.

Task 4 - Public Outreach Program

Under this task, Omni-Means will work with County staff to implement a public outreach program. A suggested program is included in our Project Understanding. It is assumed the County will organize and coordinate public meetings and mailing and contact lists.

Omni-Means will provide exhibits, education materials, and a presentation on the roundabout alternatives within the corridor for up to two (2) public meetings, four (4) stakeholder meetings, and one (1) Board of Supervisors meeting. If bilingual (Spanish) presentations are desired, we can accommodate that request.

Omni-Means will assist County staff in maintaining a project website by preparing content to upload to the website.

Omni-Means will revise the layouts based on received public comment, as directed by the County.

Task 5 - Prepare Final Layout

Work will not begin for this task without written authorization from the County of Yolo Contract Manager. All deliverables submitted under the following tasks will include one (1) round of revisions and response to County comments.

5.1 Geometric Layout (30% Design)

For each roundabout, the following plan sheets will be completed to the 30% design level and submitted to the County. The final layout will extend to the conform of the roundabout features.

- ♦ Demolition/Clearing
- ♦ Typical Sections
- ♦ Layout Sheets
- ♦ Preliminary Profiles
- ♦ Preliminary Grading
- ♦ Preliminary Drainage
- ♦ Preliminary Pavement Delineation/Sign Plans
- ♦ Preliminary Stage Construction/Traffic Handling
- ♦ Lighting Plan
- ♦ Landscape Plan
- ♦ Utility Impact Exhibit

It is assumed existing mapping, including utility mapping, will be provided by the County.

In addition, the following exhibits will be updated as necessary for the preferred alternatives:

- ♦ Truck, Bus and Farm Equipment Turning Swept Path
- ♦ Stopping Sight Distances
- ♦ View Angles
- ♦ Fast Path

5.2 Right of Way Identification

Omni-Means will prepare an exhibit showing the right of way and easement needs for the preferred layout based on the proposed improvements established in Task 5.1. AutoCAD files will also be provided.

Utility easement will not be included in this identification, it is assumed any needed utility easements will be identified by the County through the utility relocation and coordination efforts.



Approach to Work

5.3 Revised Cost Estimate

Under this task, Omni-Means will revise the estimates prepared under Task 3.3 based on the preferred layout.

5.4 Design Technical Memorandum

Omni-Means will prepare a technical memorandum containing critical design standards and features for each roundabout intersection. The memorandum will also contain recommendations for traffic handling through the intersections. The updated cost estimate will be summarized in the memorandum and the full estimate will be included as an attachment. Identified utility impacts will also be addressed in this memorandum based on utility mapping provided by the County.

This memorandum will also establish the conform locations, which will constitute the limits of the design PS&E for which Omni-Means is responsible.

Three (3) hard copies of the Final Technical Memorandum will be submitted to the County, in addition to the electronic copy.

Task 6 - Draft PS&E

Work under this task will not begin until a written notice to proceed is received from the County.

It is understood that the PS&E prepared by Omni-Means will be for the improvements associated with the roundabouts only and will ultimately be inserted into the construction documents as part of the CR 98 Bike & Safety Improvement Project that will be prepared by the County. It is assumed the County will provide Omni-Means with border files and sheet layouts prior to, or with the issuance of the notice to proceed.

6.1 65% PS&E

6.1.1 65% Plans

All design plan sheets will be completed to the 65% design level under this task. The following Plan sheets are anticipated as being the minimum required; however, if additional sheets are required in order to show project requirements clearly, added sheets will be included:

- Typical Sections
- Layout Sheets
- Profiles

- Contour Grading
- Construction Details
- Drainage Plan, Profile, and Details
- Tree Removal Plans
- Utility Plans
- Construction Area Signs
- Stage Construction
- Traffic Handling/Detour
- Motorist Information Sheets
- Pavement Delineation
- Sign Plans and Details
- Lighting Exhibit (see explanation below)
- Landscape and Irrigation Plans

It is assumed that erosion control for the entire project will be developed by the County and is not included in this plan set.

As the County will be conducting the utility coordination and relocation, it is assumed AutoCAD drawings of the proposed relocations to be done by the utility purveyors will be provided by and/or through the County to be used as a basis for the utility plan. Omni-Means will identify utility impacts based on the mapping provided by the County and will provide this information in the revised technical memorandum. The utility plan sheets provided in this plan set will address any utility modifications to be done by the contractor, such as adjusting facility to grade, and will identify anything that will need to be protected in place.

It is assumed that Electrical Service Plans and Lighting Plans will be provided by the County. Omni-Means will provide the County with the lighting layout that meets current roundabout lighting criteria, but the plan sheets, electrical wiring, voltage drop calculations, and service plans will be done by the County.

It is also assumed the irrigation facilities for the landscaping will tie into irrigation facilities proposed elsewhere on the project. Should any of the roundabouts require independent irrigation systems, the details for the irrigations controller and other appurtenances will be incorporated into our plans.

Three (3) sets of half size (11" x 17") plan sets will be provided, in addition to electronic copies. Plans can be provided in AutoCAD format upon request.



Approach to Work

6.1.2 65% Estimate

Omni-Means will prepare detailed quantities in accordance with County Standards, including a draft Bid Schedule with estimated quantities and unit prices. The engineer's estimate of probable construction costs will be prepared using the most recent and relevant Caltrans Cost Data, as well as the County's cost data, if available. Three (3) hard copies of the estimate will be provided, in addition to electronic copies in both PDF and MS Excel formats.

6.1.3 Draft Special Provisions

Under this task, Omni-Means will prepare draft technical special provisions for items of work associated with the roundabouts using the County provided boilerplate special provisions and the Caltrans Standard Special Provisions, with the hidden text preserved and changes tracked.

Three (3) hard copies of the draft specifications will be provided, in addition to electronic copies in both PDF and MS Word formats.

6.2 95% PS&E

Omni-Means will prepare the 95% PS&E and pick up all comments received on the 65% PS&E package.

Omni-Means will provide a formal comment resolution table identifying all design review comments received from the County.

Three (3) hard copies of the PS&E package will be provided, in addition to electronic copies in both PDF and MS Word/Excel/AutoCAD formats.

6.3 Design Technical Memorandum

Omni-Means will update and finalize the Design Technical Memorandum. The memorandum will be updated to include traffic handling recommendations after discussion with County staff.

Task 7 - Final PS&E

Work under this task will not begin until a written notice to proceed is received from the County.

Omni-Means will prepare the Final PS&E and pick up all comments received on the 95% PS&E package.

Each plan sheet shall be signed and stamped by the responsible California registered engineer. Special provisions, the Technical Memorandum, and quantity calculations will also be stamped and signed. The final PS&E package will include all of the following items:

- Final Design Plans, Electronic format file
- Final Design Plans, Two (2) sets (24" x 36")
- Final Design Plans, Two (2) sets (11" x 17")
- Final Special Provisions, Two (2) copies
- Quantity Calculations and Engineer's Estimate, Two (2) copies
- Check Quantity Calculations, One (1) copy
- Technical Memorandum, Two (2) copies

Task 8 - Assist with Environmental Document (Optional Task)

Omni-Means will provide assistance to the County and to other County consultants, as requested, in obtaining CEQA and NEPA environmental clearance and securing any environmental permits required for the project. Some, but not all, of the anticipated tasks are as follows:

- Providing input on the Project Description
- Providing the limits for the Area of Potential Effects
- Providing impacts to existing drainage channels for wetland investigations
- Providing traffic data to be utilized in the overall traffic report
- Providing traffic data to support the preparation of the Air Quality Memorandum

Assistance will be provided on a time and materials basis.

Task 9 - Provide Bidding and Construction Support (Optional Task)

9.1 Bidding Support

Omni-Means will provide technical support for questions from bidders on the Plans, Specifications or Quantities prepared by Omni-Means, at the direction of the County. These services will be provided on a time and materials basis.



Approach to Work

Under this task, Omni-Means will provide responses to bidder's questions to the County. It is understood the County will determine the proper correction procedure, which will either be in the form of addenda prepared by Omni-Means and issued by the County, or by a change order after the award of the construction contract.

9.2 Construction Support

The services performed under this task will be provided on a time and materials basis, unless otherwise indicated.

Omni-Means will attend the pre-construction conference with the successful construction contractor, if requested by the County in writing.

During construction, Omni-Means will furnish all necessary additional drawings for corrections and change orders required due to errors and omissions of Omni-Means. These drawings will be provided as requested in writing by the County, and will be provided at no additional cost to the County. The original tracings of the drawings and agreement wording for change orders will be submitted to the County for duplication and distribution.

Drawings and change orders requested by the County that are not due to Omni-Means error or omissions will be requested in writing by the County. Omni-Means will not be entitled to payment for such services unless approved in advance by the County.

Omni-Means will be available to visit the job site for on-site review of construction, and for other visits to the job site as requested by the County. Omni-Means will immediately bring to the attention of the County's Resident Engineer any observed defects or deficiencies in the work by the County's construction contractor. During Omni-Means construction support period, Omni-Means will complete contract change order reviews within two (2) business days of contract change order receipt.



Specialized Experience and Qualifications



943 Reserve Drive, Suite 100
Roseville, CA 95678
P: 916.782.8688
F: 916.782.8689

Project Manager
Douglas Ries, PE

Certifications
California SBE Certified #57677

Length of Time in Business
35 years

Office Locations

- Napa
- Redding
- Roseville
- San Luis Obispo
- Walnut Creek
- Visalia

*We are both proficient and creative
in our approach to roundabouts.*



17 Mile Drive/Hwy 68/Hwy 1
Intersection - Monterey



Omni-Means

Omni-Means is a multi-disciplinary engineering consulting firm providing services to both the public and private sectors alike. It is a priority for Omni-Means to apply the most modern engineering and planning innovations. This will ensure that we provide clients with a project that is true to their vision at the lowest achievable cost.

- Roundabout Services
- Transportation Planning
- Traffic Engineering
- Transportation Engineering & Design
- Land Planning & Development
- Landscape Architecture
- Land/Construction Surveying
- Construction Management

Omni-Means' dedication to engineering solutions causes constant growth. Omni-Means staff is educated in all aspects of planning, design, and construction management and offers almost all the services internally to deliver a project from conception to construction. Currently, the firm consists of five principals and a staff of over 50 in six offices that house registered Civil Engineers, Traffic Engineers, Land Surveyors, and Landscape Architects.

Expert Roundabout Planning/Design Services

Omni-Means provides the highest quality roundabout planning and design services in our industry. We have been involved in over 120 roundabout projects from Redding to Riverside County. There are several reasons why you will be best served by our team:

- Roundabout Analysis and Simulation Expertise
- Public Outreach/Education on "Why Roundabouts?" - Whether it is necessary to provide an overview and/or project specifics, we are prepared to present our findings to stakeholders and the public.
- Experts in formalized ICE Process, a useful tool for evaluating intersection alternatives. We have completed over a dozen projects.
- A National Roundabout Planning and Design Expert. We are teamed with Mark Johnson author of the *Multi-Lane Roundabout* chapter in *Roundabouts: An Informational Guide 2nd Edition*.
- In-house Landscape Architecture Services

Since a majority of the work will be performed by the in-house staff of Omni-Means, who are experts in their respective fields, the County will benefit by a more cohesive project team and cost/budget control.

Recent Similar Experience

We are providing roundabout services on the following projects:

Foxboro Parkway/Vanden Road Roundabout and Jepson Parkway/Leisure Town Road/Vanden Road, Vacaville

- Staff: Doug Ries, Lindsey Van Parys, Mark Johnson, Daniel Kehrer
- Reference: Tracy Rideout, Senior Civil Engineer, City of Vacaville, 707.449-5161



Specialized Experience and Qualifications



SR 49/Main Street Roundabout PS&E, Plymouth

- Staff: Lindsey Van Parys, Doug Ries, Daniel Kehrer, Scott Robertson
- Reference: Jeffrey Gardner, City Manager, City of Plymouth, 209.245.6941



17 Mile Drive/Holman Highway 68/Highway 1, Monterey

- Staff: Doug Ries, H. Ross Ainsworth, Mark Johnson, Lindsey Van Parys, Daniel Kehrer
- Reference: Richard Deal, City Traffic Engineer, City of Monterey, 831.646.3473



Pleasant Hill Road/Olympic Boulevard Roundabout, Lafayette

- Staff: Lindsey Van Parys, H. Ross Ainsworth, Mark Johnson, Daniel Kehrer, Scott Robertson
- Reference: Tony Coe, City Engineer, City of Lafayette, 925.299.3203



First and Second Street Roundabouts along California Boulevard PS&E, Napa

- Staff: H. Ross Ainsworth, Mark Johnson, Lindsey Van Parys, Daniel Kehrer, Scott Robertson
- Reference: Eric Whan, PE, Deputy Director, Public Works-Engineering, City of Napa, 707.257.9634



Role: Lighting, Signals, Electrical
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
P: 925.463.0611
Certified DBE #40772 & SBE
#38780

As a full-service, multi-disciplinary organization, TJKM offers expertise in the following areas:

- Intelligent Transportation Systems
- Traffic Signal Timing/Coordination
- Transportation Demand Management
- Traffic Modeling/Simulation
- Traffic Safety Systems
- Development/Site Plan Review
- Transit Modeling/Simulation

Subconsultant

TJKM is a traffic engineering and transportation planning firm that services Northern and Central California. Founded in 1974, TJKM currently has a staff of 25 employees with offices in Pleasanton, Fresno, Sacramento, and Santa Rosa.

Their projects range in size from short-term engagements developing meaningful traffic solutions for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. For 40 years, more than 3,500 satisfied clients have entrusted TJKM with their critical work.

They serve a full range of clients including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms, and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California and averages 240 new projects each year.

TJKM's primary service categories include traffic engineering design (including PS&E), transportation planning, traffic operations, corridor studies, intelligent transportation systems, traffic safety, and multimodal studies. Their motivation comes from satisfying clients' objectives and improving communities. TJKM has a strong roster of both public and private sector clients and continually builds upon this base.



Specialized Experience and Qualifications

Staff Qualifications

Below is a summary of the staff selected for your project. Omni-Means is currently nearing the finish line on several projects, and the team we are providing will have the availability to work on your project without any conflicts.

Douglas Ries, PE - Project Manager

He serves as Project Manager and Principal-in-Charge on public works projects involving roundabouts, roadway, utility and drainage facilities for state and local facilities. In addition, he manages Omni-Means Construction Management functions. He has prepared PSR, PR, and PA/ED for various Caltrans projects throughout the State. He has worked in both the public and private sectors providing a unique appreciation and understanding a successful project delivery. He was/is the Project Manager for the SR 101/SR 116 Interchange Roundabout Design and PS&E, Downtown Area Specific Plan on Old Redwood Highway, West Cotati Avenue Realignment PS&E in Cotati, and the Jepson Parkway/Leisure Town Road/Vanden Road Intersection - Vacaville. Also, he is providing Quality Assurance/Control for the SR 49/Main Street Roundabout PS&E in Plymouth.

H. Ross Ainsworth, PE, TE - Principal-in-Charge

He will be committed to making sure that the Omni-Means team fulfills your needs and expectations. He will oversee schedule adherence and technical review. He has worked on roundabout projects in the Cities of Anderson, Angels Camp, Calimesa, Farmersville, Fremont, Fresno, Galt, Healdsburg, Monterey, Moreno Valley, Napa, Placerville, Plymouth, Rocklin, San Luis Obispo, Santa Clarita, Santa Cruz, St. Helena, Vacaville, Tulare, Yucaipa and Stanislaus County.

Mark Johnson, PE - Roundabout Engineer/Peer Review

He will be responsible for overseeing the development of the roundabout layout, signing and striping as well as peer review of other roundabout elements. He brings 20 years of traffic planning and engineering experience focused on solving complex traffic problems through the application of modern roundabouts. His roundabout experience includes project implementations over the entire range of traffic conditions. He has a very successful record providing reliable and safe roundabout design applications that are well liked by the driving public, the

community, and elected officials. He has worked on roundabout projects in the Cities of Anderson, Angels Camp, Fresno, Galt, Lindsay, Monterey, Napa, Porterville, Redding, Ripon, Rocklin, Roseville, Santa Cruz, and Vacaville.

Lindsey Van Parys, PE, QSD/QSP - Lead Project Engineer

She will lead plan preparation and utility relocation coordination. She has experience in preparing project bid documents including all supplementary reports and other required documentation on State and Federally funded projects. She has worked on roundabout planning/design projects in the Cities of Cotati, Galt, Napa, Monterey, Plymouth, Rocklin, Tahoe, and Vacaville.

Daniel Kehrer, PE - Project Engineer

He will provide a full range of services including roundabout and roadway design, signing and striping, quantity calculations, cost estimation, assembling computer drawing plans and exhibits using AutoCAD software. He has experience on roundabout projects in the Cities of Farmersville, Fremont, Galt, Lake Elsinore, Monterey, Moreno Valley, Morro Bay, Napa, Plymouth, Turlock, and Sonoma County.

Scott Robertson, LLA - Landscape Architecture

He is a company Associate responsible for all of the firm's landscape architecture services. He has years of experience providing palettes, streetscape design, preparing 3D computer graphics illustrating concepts, design landscapes and pedestrian areas associated with roadway corridors, gateways, medians, and interchanges. He has experience on roundabout projects in the Cities of Cotati, Farmersville, Galt, Plymouth, Porterville, Ripon, Rocklin, and Mendocino County.

Omni-Means Support Staff

Design staff will be supplemented by Junior Level Engineers as needed for milestones and schedule.

Erik Bjorklund - Lighting and Electrical (TJKM)

He has been the lead designer for 100's of signal projects. His specific areas of expertise include design of roadway lighting, traffic signal systems and geometrics, pavement delineation, signing; and construction traffic control and staging plans. His familiarity with Caltrans' design standards has resulted in minimal plan check revisions moving projects efficiently through the approval process.



Specialized Experience and Qualifications

Roundabout Planning and Design Projects

Omni-Means provides highly qualified professionals for all aspects of roundabout analysis and design. Since we first embraced the use of roundabouts over 10 years ago, we have been involved in over 130 roundabout planning and/or design projects. We have sponsored numerous roundabout workshops where all of our staff and several clients, were exposed to this intersection solution. We have also conducted Intersection Control Evaluations (ICE) at locations following Caltrans' adopted process. Omni-Means has worked on several roundabout projects that included an aggressive public outreach process. We understand how to explain roundabouts with graphics in a manner the layperson will understand.



Reference

Tony Coe
City Engineer
City of Lafayette
925.299.3203

Project Staff

Lindsey Van Parys
H. Ross Ainsworth
Mark Johnson
Daniel Kehrer
Scott Robertson

Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette

Omni-Means was selected to assist the City of Lafayette in their desire to construct an urban roundabout at the intersection of Pleasant Hill Road/Olympic Boulevard. The project site is currently a four-way stop controlled intersection with multi-lane approaches on all legs, with the exception of the south approach which is the entrance to the Olympic Oaks Subdivision. The project has a very aggressive schedule and includes a public outreach component. We gained approval of the design from the City Circulation Committee and design and plan reviews from Contra Costa County. The project was started in August 2015 and is currently at 100% design with construction scheduled for 2016.



Specialized Experience and Qualifications



Reference

Tracy Rideout, PE
Senior Civil Engineer
City of Vacaville
707.449.5161

Project Staff

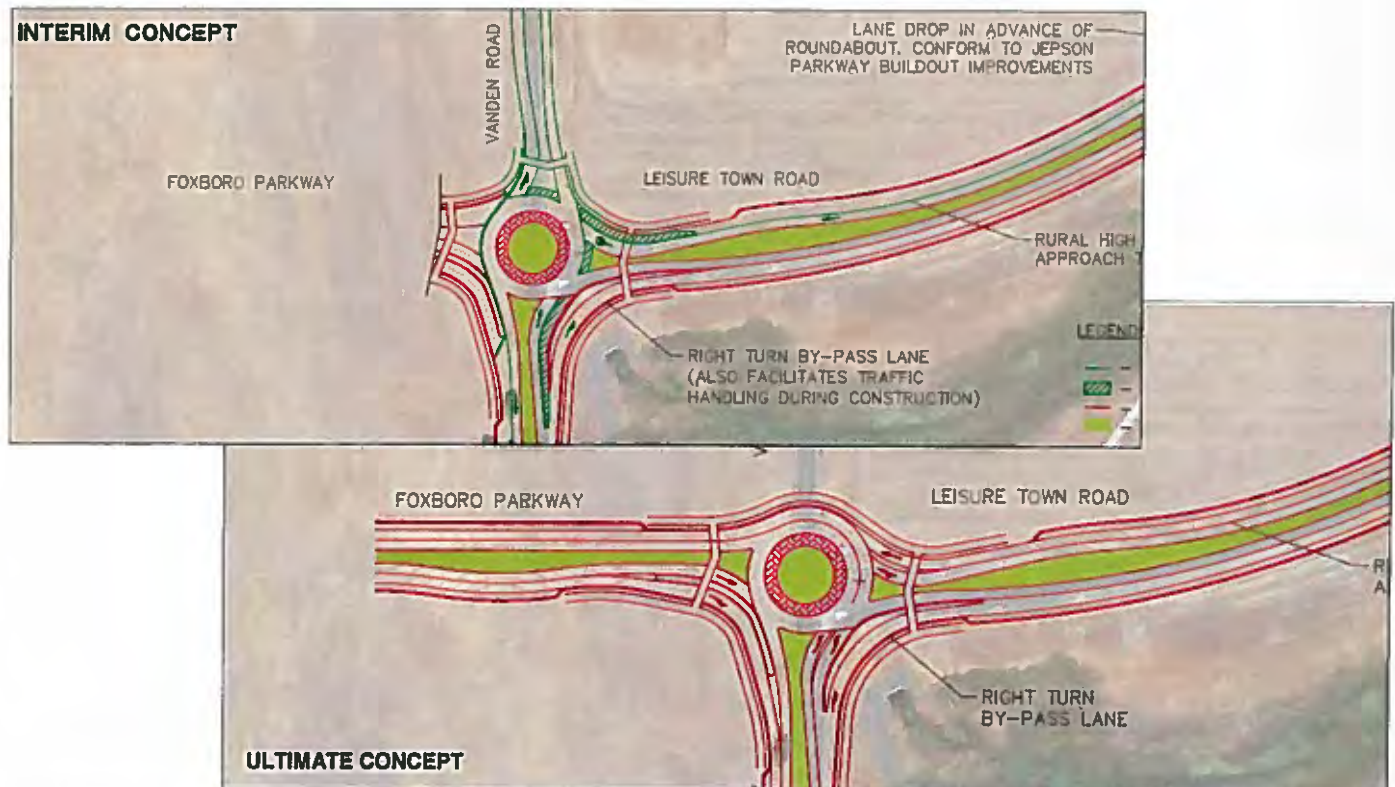
Douglas Ries
Lindsey Van Parys
Mark Johnson
Daniel Kehrer

Jepson Parkway/Leisure Town Road Roundabout PS&E - Vacaville

When the City of Vacaville realized that a possible solution to a complicated traffic problem could be the use of a modern roundabout they were initially excited, but then became concerned and realized they would need to choose their consultant wisely. They were especially cautious as this was to be the first roundabout constructed within their city of 93,000 residents. The City's priority was to hire the best consultant team possible to properly analyze and design a superior roundabout solution. After reviewing the many proposals submitted, they selected Omni-Means as the best team for the job.

Omni-Means worked as a seamless extension of City staff to prepare traffic capacity analysis for the intersection and develop design PS&E for incorporation into the City's project construction plans and contract documents. Omni-Means performed this work in record time (four months) in order to meet the City's funding deadline.

To alleviate City concerns, the roundabout was designed to accommodate three traffic conditions; Existing, 20-year traffic projections, and 20-year plus projections. The City saw the benefit of opening the roundabout initially as a single-lane facility, especially considering the concerns about this being the first roundabout in the community. The plans included easily removable medians and curbing, so the City can effortlessly accommodate the transition to a multi-lane roundabout in the future. Beyond that, they have the luxury of knowing they can accommodate an even larger volume of traffic if needed in the future. The City was provided with a three-phase roundabout solution: small, medium, and large all in one!



Specialized Experience and Qualifications



Reference

Eric Whan, PE
Deputy Director
Public Works-Engineering
City of Napa
707.257.9634

Project Staff

H. Ross Ainsworth
Mark Johnson
Lindsey Van Parys
Daniel Kehrer
Scott Robertson

First and Second Street Roundabouts along California Boulevard PS&E - Napa

The closely spaced intersections of the SR 29 northbound ramps at First Street and Second Street in the City of Napa are currently experiencing significant delay and congested conditions will be further exacerbated with Year 2030 (interim year) and 2040 (design year) traffic volumes. Given that one of the three intersections is within State Right of Way, the City of Napa partnered with Omni-Means to prepare a transportation operations study (currently in the final draft stage) in support of the Caltrans Intersection Control Evaluation (ICE) process.

As part of the study, a traffic signal and roundabout and then a combination of both alternatives were evaluated for interim year and design year conditions. The results were as follows:

- Either a roundabout or a traffic signal would yield acceptable operations for the intersection in the state Right of Way
- Roundabouts were the preferred alternative for the two city intersections and To minimize the queue spillbacks into the roundabout, the continuous green-T intersection was recommended for the intersection within the state Right of Way



Specialized Experience and Qualifications



Reference

Jeffrey Gardner
City Manager
City of Plymouth
209.245.6941

Project Staff

Lindsey Van Parys
Douglas Ries
Daniel Kehrer
Scott Robertson



State Route 49/Main Street Roundabout - Plymouth

In May of 2014, Omni-Means stepped in to assist the City of Plymouth in delivering their roundabout. This project is not only a high priority for the City, but also for the region and Caltrans District 10. This is a fast track project that has federal and Caltrans SHOPP funding. We were hired based on our roundabout expertise and extensive experience delivering projects through Caltrans and Federal funding processes.

Omni-Means evaluated and refined the preliminary roundabout concept developed during PS&E, and modified the design to reduce right of way impacts and improve operations and safety. We provided turn-key project management and design services to deliver the PS&E, surveying, environmental permitting, and right of way services. We have provided support to the City for all Local Assistance paperwork including but not limited to:

- Reimbursement invoicing services
- Process Authorizations to Proceed for PS&E, right of way, and construction phases
- DBE goal determination
- Development of the RFP for construction management services
- Assistance with selection of the construction management firm
- Project closeout

We are under contract to continue providing these services and will follow the project through to final closeout. Right of way certification was obtained in April 2016 and construction is anticipated for Fall 2016.



Specialized Experience and Qualifications



Reference

Javier Sanchez
Deputy City Engineer
City of Porterville
559.782.7462

Project Staff

Scott Robertson
Mark Johnson

Jaye Street/Montgomery Avenue Roundabout Planning and Design - Porterville

The City of Porterville retained Omni-Means to provide planning and design services for a roundabout installation at the Jaye Street/Montgomery Avenue intersection, including all the approach roadway tapers leading into the roundabout. The project involved three phases:

- ♦ Phase A - Roundabout Planning/Preliminary Engineering. This phase included the preparation of a "Project Design Report" which considered three (3) viable preliminary roundabout designs, evaluation of each, and identification of a preferred alternative.
- ♦ Phase B - Public Involvement/Community Outreach. This phase involved meeting with local property owners/stakeholders to present the proposed design concept and addressing any questions or concerns.
- ♦ Phase C - PS&E. This phase involved preparation of the Plans, Specifications, and Estimates.

Omni-Means also provided Construction Support Services for the project, which was completed in Summer 2014.



Specialized Experience and Qualifications



Reference

Mario Krstic
Police Chief (former Interim City
Manager)
City of Farmersville
559.747.0458

Project Staff

H. Ross Ainsworth
Scott Robertson
Daniel Kehrer

Farmersville/Noble Roundabout and Noble/SR 198 EB Ramps Roundabout PS&E - Farmersville

The City of Farmersville has a specific plan area, which encompasses the SR 198/Farmersville Boulevard interchange. The cost to update this interchange to accommodate the future significant commercial/retail traffic is a detriment to the advancement of this plan. Omni-Means' preliminary estimates indicate that the use of roundabouts would reduce the cost of the interchange upgrade by over 60% from \$30 million+ to ± \$10 million.

The project specifically focuses on the Farmersville Boulevard ramp connections with SR 198, which are adjacent to the roadway directly connecting with the two frontage roads, Mineral King to the north and Noble Avenue to the south. A total of four roundabouts will ultimately be involved.

The project includes extensive improvements to the TID Canal Crossing of Farmersville Boulevard in order to support an additional roadway fill of over six feet over the existing culvert. This required ongoing coordination with TID occurred throughout the design. Discharge agreements were also required for drainage purposes. Working with the City, we secured over \$3.5 million in CMAQ and HSIP funding for the construction. The Farmersville Boulevard/Noble Avenue and Noble Avenue/SR 198 eastbound ramps roundabouts were completed Summer 2016.



Specialized Experience and Qualifications



Reference
 Dave Palmer
 Engineering Services
 City of Rocklin
 916.625.5119

Project Staff
 H. Ross Ainsworth
 Scott Robertson
 Mark Johnson

Rocklin Road Complete Street Roundabout Corridor Improvement (Meyers Street/S. Grove Street) - Rocklin

Rocklin Road is typical of many city roads in established cities, in that multiple unrelated modifications over time have led to a variety of access types along the corridor. Omni-Means first identified a list of circulation issues looking for solutions, including offset intersections, multiple commercial/residential driveway access points, median treatments and turning restrictions, difficult crossings for pedestrians (four-lanes plus a turn lane), limited expansion opportunities due to existing land use/available right of way, undesirable conditions/issues if the corridor is not improved, and a need to unify and beautify the corridor.

Omni-Means designed a process to provide a comparison of options. Multiple microsimulation models with combinations of both traffic signals and roundabouts were developed to determine if mixing both types would be efficient and cost effective, could be phased over time and would meet the circulation needs (auto, transit, bike, and pedestrian). Roundabouts were shown to be a superior alternative to address the circulation issues with the added benefit of unifying the corridor character. Construction of the first two of six roundabouts was completed in 2014.



Specialized Experience and Qualifications



Reference

Richard Deal
City Traffic Engineer
City of Monterey
831.646.3473

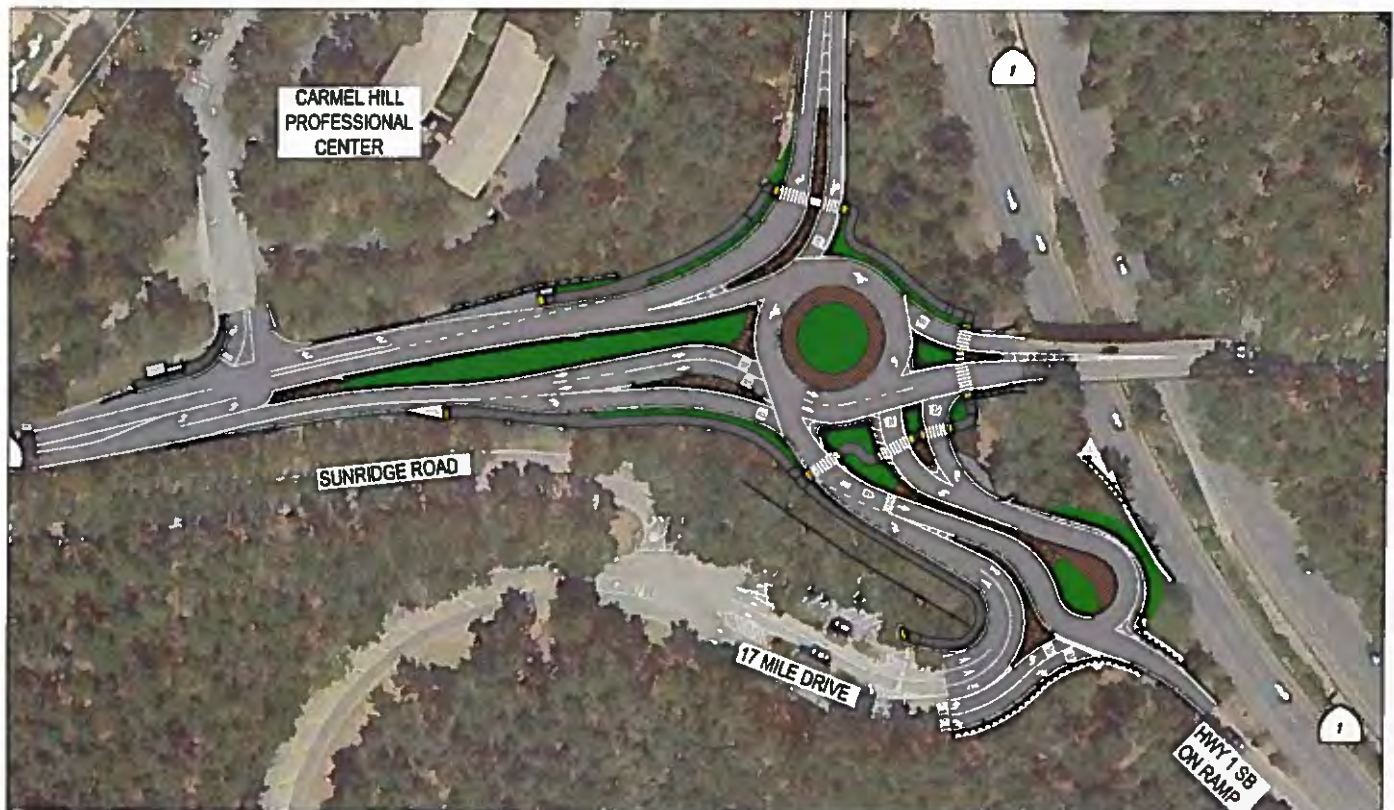
Project Staff

Douglas Ries
H. Ross Ainsworth
Mark Johnson
Lindsey Van Parys
Daniel Kehrer

17 Mile Drive/Holman Highway 68/Highway 1 Roundabout Intersection ICE - Monterey

Along the coast in the Monterey Peninsula, Omni-Means prepared plans for a roundabout solution for the Holman Highway 68 and Highway 1 intersection. The location serves as a gateway for the communities of Pacific Grove and Pebble Beach, as well as the famous 17 Mile Drive. Omni-Means worked with a community partnership including the City of Monterey, Caltrans, the Pebble Beach Company, and Monterey County to improve the intersection at Holman Highway 68 and Highway 1, including the access to 17 Mile Drive.

The selected improvements feature two closely spaced roundabouts, one of which is a "midi" roundabout as an improvement to the current "T" intersection at the access point to 17 Mile Drive. The end result is a solution that addresses all of the unique characteristics of the area. Reduced idling times for travelers due to eliminating traffic signals and stop signs will improve traffic flow and reduce Green House Gas Emissions, providing an environmentally friendly improvement in an area prized for its natural environment. The clearly marked approaches into and out of the roundabout will allow the many visitors to the area to easily navigate to any of the several tourist destinations served by this access point. The project was advertised for bidding late in 2015, with Granite Construction as the low bidder at approximately \$6.3 million. Construction is currently underway with completion scheduled for Spring 2017.



Specialized Experience and Qualifications



Reference

Gwen Owens
Former Public Works Deputy
Director
City of Galt
916.261.9104

Project Staff

H. Ross Ainsworth
Lindsey Van Parys
Scott Robertson
Mark Johnson

SR 99/SR 104 (Twin Cities Road) Interchange PSR/PR and PS&E - Galt

The surface street intersections on SR 104/Twin Cities Road are located at either end of a two-lane overcrossing structure of SR 99 within the State right of way and are controlled by traffic signals. These intersections were found to be operating with unacceptable queues. Omni-Means was retained by the City of Galt to prepare a detailed Roundabout Conceptual Approval Report for the roundabout.

Omni-Means gained project approval from Caltrans and prepared the PS&E to replace the signalized intersections with closely-spaced roundabouts, thereby preserving the overcrossing and increasing the capacity of the interchange. A custom landscape design was also included as part of this project. The theme depicts the City's association with birdwatching cranes in a nearby wetlands area. "Cortan" Steel, crushed glass, and faux grass are used at one non-irrigated roundabout. The project construction was completed in 2014.



Specialized Experience and Qualifications



Reference

Matt Machado
Director of Public Works
Stanislaus County
209.525.4153

Date

2015-Ongoing

Golden State Boulevard/Golf Road/Berkeley Avenue Intersection - Stanislaus County

TJKM conducted traffic operational analysis and evaluated two alternatives for the project. The two alternatives evaluated were:

1. A Traffic Signal Operation
2. A Roundabout

The study intersections included in this study were the following:

1. South 1st Street/Golf Road (One-Way Stop)
2. Southbound South Golden State Boulevard/Golf Road (All-Way Stop)
3. Northbound South Golden State Boulevard/Golf Road (All-Way Stop)
4. Paulson Road/Golf Road/South Berkeley Avenue (Two-Way Stop)

TJKM prepared an Intersection Control Evaluation (ICE) to objectively evaluate the two alternatives for Golf Road along Golden State Boulevard. The proposed alternatives evaluated the intersection of Southbound South Golden State Boulevard/Golf Road and Northbound South Golden State Boulevard/Golf Road as a four-legged intersection with railroad preemption.

TJKM met with the stakeholder and presented the results to the TAC. TJKM will be providing preliminary engineering of the preferred alternative, traffic signal design and traffic delineation, as well as providing construction and bidding support during construction.

Reference

Ruth Chao
Project Manager
Delta Products Corporation
510.668.5119

Project Staff

Erik Bjorklund

Fremont Boulevard and Landings Parkway PS&E - Fremont

TJKM designed a new traffic signal for Delta's Campus at the intersection of Fremont Boulevard and Landing Parkway in Fremont. The Team also prepared Plans, Specifications, and Estimates for the interconnect plans along Fremont Boulevard, signing and striping plans on Fremont Boulevard from Cushing Parkway to just south of Landing Parkway and street light modification. The traffic signal, interconnect, street lighting and signing, and striping plans were designed in coordination with the civil design improvements done by another firm and to conform to the City of Fremont standards, California MUTCD guidelines, and Caltrans standard plans and specifications.

Reference

Jason Fong
Project Manager
DK Consulting
925.932.6868

Project Staff

Erik Bjorklund

South Main Street at Broadway Plaza and South Main Street at Newell Avenue - Walnut Creek

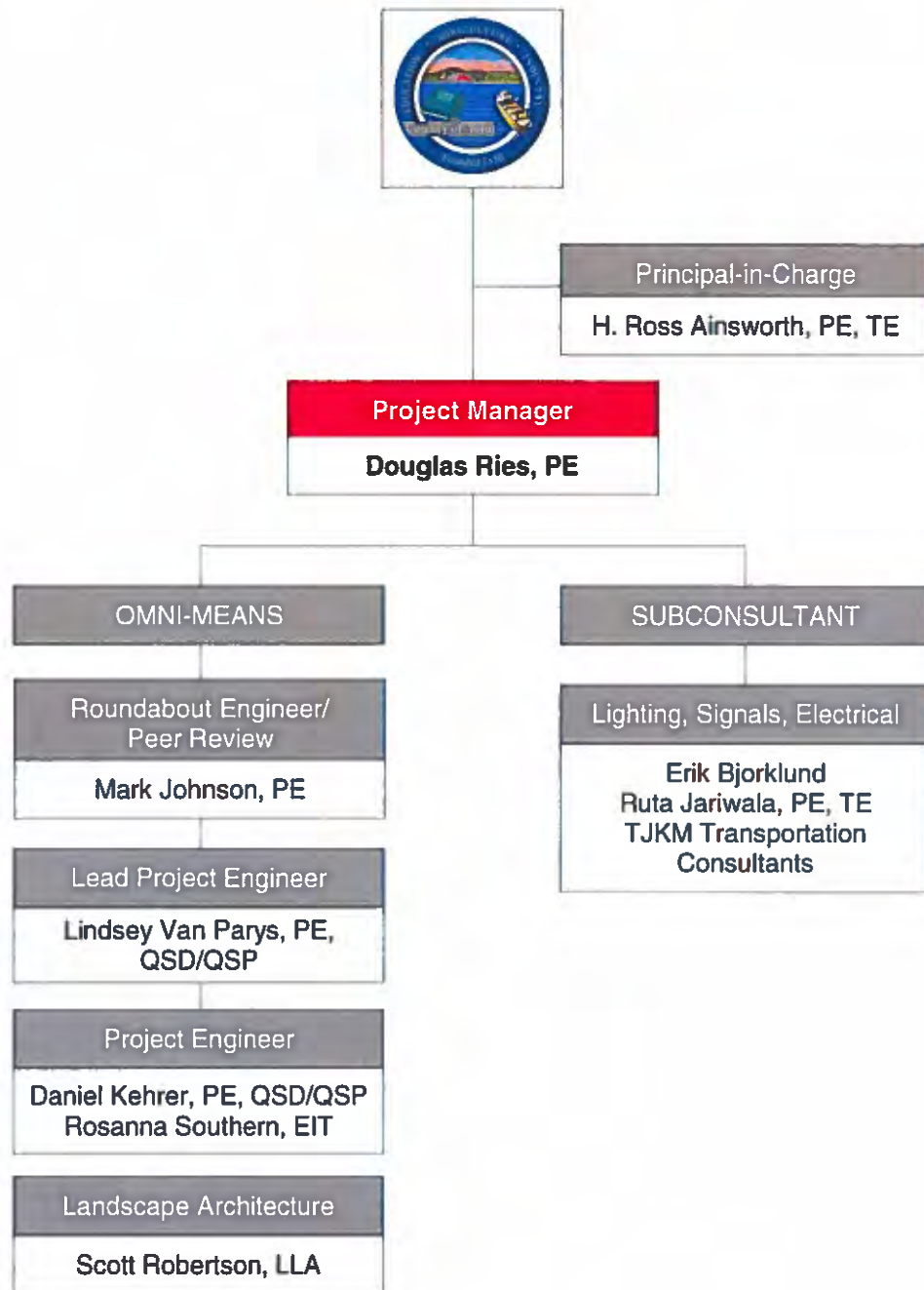
TJKM was responsible for traffic signal modifications which included signal design, interconnect, street lighting, and signing and striping. Due to the widening, all new signals and street lights were required.



Project Team

Organizational Chart

On this page, we have included an organizational chart that identifies all key personnel that will be directly assigned to the project and outlines their responsibilities. The project team will be available as needed as the project demands through to completion. Resumes for staff can be found on the following pages.



Note: Omni-Means understand that Yolo County reserves the right to approve our project manager and any requested personnel and subconsultant changes.



Your Project Staff

Personnel Responsibilities and Availability

Douglas Ries, PE - Project Manager

Time available: 30%

He will serve as the primary point of contact with the County on the project and will provide all management duties. He will monitor staff, review submittals and graphics for accuracy and completeness, work collaboratively with the you, our staff and subconsultants to ensure the your team provides you with a successful project.

H. Ross Ainsworth, PE, TE - Principal-in-Charge

Time available: 20%

He will be committed to making sure that Omni-Means fulfills your needs and expectations. He will oversee schedule adherence, and technical review.

Mark Johnson, PE - Roundabout Engineer/Peer Review

Time available: 20%

He will be responsible for overseeing the development of the roundabout layout, signing and striping, and peer review of other roundabout elements.

Lindsey Van Parys, PE, QSD/QSP - Lead Project Engineer

Time available: 40%

She will lead plan preparation, utility relocation/coordination, bid documents including all supplementary reports, and other required documentation.

Daniel Kehrer, PE - Project Engineer

Time available: 30%

He will provide roundabout design, prepare plans and exhibits using AutoCAD, signing and striping, quantity calculations, and cost estimation.

Scott Robertson, LLA - Landscape Architecture

Time available: 20%

He will provide design services for landscape/pedestrian areas, medians, and 3D computer graphics illustrating concepts for the public.

Erik Bjorklund - Project Manager for Lighting TJKM

Time available: 40%

He will perform field analyses as needed to determine geometric configurations of intersections lighting and electrical and signal design.

Availability of Project Team

Omni-Means is currently winding down on several projects. The team we are providing will have the availability to work on your project without any conflicts.

Working Together

Below is a list of major recent roundabout projects that your design team is working on together. This is only a sample of recent project work that our team has previously worked together on.

- ♦ Foxboro Parkway/Vanden Road Roundabout, Vacaville
- ♦ Jepson Parkway/Leisure Town Road/Vanden Road Intersection, Vacaville
- ♦ SR 49/Main Street Roundabout PS&E, Plymouth
- ♦ 17 Mile Drive/Holman Highway 68/Highway 1, Monterey
- ♦ Pleasant Hill Road/Olympic Boulevard Roundabout, Lafayette
- ♦ First and Second Street Roundabouts along California Boulevard PS&E, Napa

County Approval

Omni-Means understand that Yolo County reserves the right to approve our project manager and any requested personnel and subconsultant changes during the course of the project.



Project Team

Douglas Ries, PE



Project Role

Project Manager

Registration/Affiliations

- Civil Engineer, CA #47768
- American Public Workers Association
- American Society of Civil Engineers

Education

BS, Civil Engineering - University of Montana - 1987

Caltrans Experience

Mr. Ries is familiar with Caltrans Procedures due to multiple PSR/PR, PA/ED and PS&E projects. He has strong relationships with:

- District 4 - Project Manager for several projects in Cotati, Rohnert Park and Healdsburg
- District 6 - Quality Control Officer for SR 99/Carroll Interchange
- District 10 - Project Manager for several interchanges on SR 99 and SR 132

Professional Skills

- Bridge Retrofits
- Community Facility Districts Implementation
- Construction Administration
- Geometric Roadway Design
- Grading Design
- Hydraulic Design
- Hydrology Design
- Infrastructure Planning & Design
- Public Outreach
- Water, Sewer and Storm Drain Master Planning and Design

Qualifications

Mr. Ries serves as Principal-in-Charge, quality control and/or project manager on public works projects involving roadway, utility and drainage facilities for state and local facilities. His daily responsibilities include staff management and training, project management, quality control, construction management project scheduling, client relationships and public presentations. His experience includes Infrastructure Design, Interchange, Rural Roadways, Water, Sewer and Storm Drain, Construction Management, Hydraulic Design and preparation of PS&E. In addition to managing the Omni-Means Construction Management functions, Mr. Ries has prepared Project Study Reports (PSR), Project Reports (PR), Project Approval and Environmental Design (PA/ED) for various Caltrans projects throughout the State. Mr. Ries has worked in both the public and private sectors providing a unique appreciation and understanding successful project delivery.

Project Experience

- **Jepson Parkway/Leisure Town Road Roundabout PS&E; Vandenberg Road/Foxboro Parkway Roundabouts Intersection - Vacaville.** Principal-in-Charge and Project Manager. Prepared a traffic capacity analysis for the intersection and developed PS&E for incorporation into the City's overall construction plans and contract documents. The project included the design of bike lanes/bike paths. This work was performed in record time (four months) in order to meet the City's funding deadline.
- **Healdsburg Avenue Bridge over the Russian River - Healdsburg.** Principal-in-Charge for the historical Bridge Retrofit. There was extreme public interest regarding the bridge's fate - rehabilitation and/or replacement. Managed the group of specialists that were brought together to undertake this project and handled the technical needs and extensive community interest aspects of the project. The retrofit/rehabilitation is now complete.
- **SR 49/Main Street Roundabout PS&E - Plymouth.** Quality Assurance/Control Officer. The project will be the first roundabout in State right of way for District 10, located in central Amador County. The single lane roundabout will increase safety and reduce delay at the intersection while accommodating large truck traffic and improving multi-modal access at the gateway of the City.
- **SR 101/116 (Gravenstein Highway) Interchange Modification Environmental Approval & PS&E - Cotati.** Project manager for Phases 1 and 2 which involved; design of a new signal and four existing signal modifications; widening two US 101 off-ramps, Gravenstein Highway and various local roads. Processed plans through Caltrans District 4 and assisted during construction.
- **Downtown Area Specific Plan Services (Old Redwood Hwy) - Cotati.** Project Manager. Included a community outreach program, a Roundabout Conceptual Feasibility Analysis at two locations, evaluation of a Road Diet concept, and design of the Old Redwood Highway Street Improvements. The final PS&E were completed in record time (two months) to meet the City's funding deadline.
- **17 Mile Drive/Holman Highway 68/Highway 1 Roundabout - Monterey**
- **West Cotati Avenue Realignment PS&E - Cotati.**



**H. Ross Ainsworth, PE,
TE****Project Role**

Principal-in-Charge

Registration/Affiliations

- Civil Engineer, CA #19642, NV, and OR
- Traffic Engineer, CA #TR 0708
- American Public Works Association
- Institute of Transportation Engineers (ITE)

Education

- ME, Transportation Engineering - Pennsylvania State University - 1971
- BS, Civil Engineering - University of Southern California - 1967

Presentations

- **Rocklin Road Complete Street/ Roundabout Corridor.** Southern California Association of Governments, Los Angeles - February 2012; and the Central Valley Institute of Traffic Engineers, Fresno - April 2012
- **Lecturer.** California League of Cities Workshop: Downtown Revitalization, Ontario, Santa Rosa, CA
- **Moderator.** California League of Cities Annual Meetings, Los Angeles: Planning in Small Cities; and San Francisco: Creating and Using Open Space
- **ITE.** Numerous Presentations at District 6 Conferences in Santa Clara, Denver, and Sacramento
- **ITE.** Salt Lake City District 6 Annual Conference: SR 299 Sacramento River Crossing Major Investment Study

Qualifications

H. Ross Ainsworth will be the Principal-in-Charge and will be committed to making sure that the Omni-Means team fulfills your needs and expectations. He will oversee schedule adherence, technical review, and provide ongoing communication with you as well as overall project/scope adherence. He will be present at all community meetings and/or open houses and will participate in project meetings, as needed. His experience in both the public and private sectors provides the ability to serve as a liaison with government review agencies and as a representative at public workshops, open houses, and presentations on behalf of the firm's clients.

Project Experience

- **Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette.** Principal-in-Charge (PIC).
- **First and Second Street Roundabouts along California Boulevard Feasibility Study - Napa.** Project Manager. Study includes operations and preliminary design level documents for a total of five roundabouts over SR 29 along First/Second Streets.
- **SR 99/SR 104 (Twin Cities Road) Interchange PSR/PR and PS&E - Galt.** PIC. Planning and design of two new roundabouts.
- **SR 198/Farmersville Boulevard Roundabout Interchange - Farmersville.** PIC. Preparation of the Caltrans Concept Approval Report and design of the first two of a four roundabout interchange.
- **17 Mile Drive/Holman Highway 68/Highway 1 Roundabout - Monterey.** PIC. Planning and design of two new multi-lane roundabouts on Highway 1 at 17 Mile Drive entrance.
- **I-5/Deschutes Road Roundabout Interchange PSR/PR and PS&E - Anderson.** PIC. Planning and design of a new northbound off-ramp and five-way multi-lane roundabouts
- **Rocklin Road Complete Street Roundabout Corridor Improvement - Rocklin.** PIC. Concept study and PS&E for four roundabout intersections (expanding to eight).
- **Healdsburg Avenue Bridge over the Russian River - Healdsburg.** PIC. Performed alternatives development, community outreach, rehabilitation planning and design. Initial concepts included a roundabout on the north portal.
- **Caltrans District 8 and Caltrans District 11 On-Call Services for Roundabout and ICE Process - Member of Parsons Transportation Group.** PIC.
- **Rohnert Park Expressway Corridor Study - Rohnert Park.** PIC.
- **Streets West of Downtown Traffic Analysis - Napa.** PIC. Analyzing the City traffic operational conditions to assess potential changes to travel patterns including a reversal of one-way couplet and allowing two-way traffic on streets currently one-way streets.
- **Silverado Trail/Third Street/Coombsville Road/East Avenue (5-Way Intersection) Improvements - Napa.** PIC.
- **SR 60/Sunnymead Intersection - Moreno Valley.** Project Manager. Responsible for staff oversight and identification of feasible project alternatives.
- **SR 99/Paige Avenue Roundabout Interchange Study - Tulare.** PIC for Interchange feasibility study.



Project Team

Mark Johnson, PE



Project Role

Roundabout PEER Review

Registration/Affiliations

- Civil Engineer in WI, MN, OR, GA, TX, CO
- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers

Education

BS, Civil/Environmental Engineering (Transportation Engineering Emphasis) - University of Wisconsin, Madison - 1993

Papers/Presentations

- *Omni-Means*. One-Day Design Seminars, Napa Valley, 2006 & 2008.
- *Lecturer*. Two-Day Modern Roundabout Design Course, University of Wisconsin, MI. Civil and Environmental Engineering - Professional Development, 2005-2008.
- *Instructor*. Modern Roundabout Design curriculums developed for DOTs in MN, WI, CO, and AZ.
- *Webinars*. Instructed multiple training webinars for ITE, C-TEP, and EPIC Education in Toronto.
- *TRB*. Multiple presentations given on subjects including Capacity Analysis, Access Considerations, Model Interpretation, and Design.
- *ITE*. Multiple presentations given on papers published by ITE and key topics in the emerging roundabout design industry.

Qualifications

Mark Johnson brings 20 years of traffic planning and engineering experience, including many years focused on solving complex traffic problems through the application of modern roundabouts. His roundabout experience includes project implementations over the entire range of traffic conditions. He has a very successful record providing reliable and safe roundabout design applications that are well liked by the driving public, the community, and elected officials. His experience includes responsibility for overseeing the development of roundabout layout and signing and striping, as well as peer review of other roundabout elements.

- Provided Design and QA/QC on over 400 roundabouts nationwide
- Co-Author of the Design Section of 2010 FHWA Roundabout Guide (NCHRP 672)
- Key contributor to the WIDOT Roundabout Guidance, from inception to recent 2012 updates
- Active TRB and ITE Roundabout Committee Member

Mr. Johnson's experience and ongoing work is focused on analysis, calibration, design, safety evaluations, alternatives studies, and corridor planning/feasibility to include business access, pedestrian, bicycle, and vulnerable user accommodations, as well as transit and freight movement studies

Project Experience

Mr. Johnson has or is providing Quality Assurance/Control or Roundabout PEER review on the following projects:

- SR 99/SR 104 (Twin Cities Road) Roundabout Interchange PSR/PR and PS&E - Galt
- 17 Mile Drive/Holman Highway 68/Highway 1 Intersection - Monterey
- I-5/Deschutes Road Roundabout Interchange PSR/PR and PS&E - Anderson
- First and Second Street Roundabouts along California Boulevard PS&E - Napa
- Antelope Creek Drive/Galleria Circle Roundabout Planning and Simulation - Roseville
- Discovery Street Roundabouts Feasibility Analysis - San Marcos
- Jaye Street/Montgomery Avenue Roundabout - Porterville
- Leisure Town Road/Vanden Road Roundabout - Vacaville
- Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette
- Rocklin Road "Complete Street" Roundabout Corridor Improvement - Rocklin
- Rocklin Road at Meyers Street Roundabout - Rocklin
- Rocklin Road at S. Grove Street Roundabouts - Rocklin
- Railroad Canyon Roundabouts PEER Review - Lake Elsinore
- SR 4/SR 49 Roundabout Feasibility Analysis - Angels Camp
- Shasta View Drive/Inspiration Place Roundabout Feasibility Study PS&E - Redding
- Elmwood Avenue/Hermosa Street Intersection PS&E - Lindsay
- SR 116/SR 121 Intersection Roundabout ICE - Sonoma County



**Lindsey Van Parys, PE,
QSD/QSP****Project Role**

Lead Project Engineer

Registration/Affiliations

- Civil Engineer, CA #79989
- California Water Board QSD/
QSP - 2013 to 2015 #23879
- Young Professionals in
Transportation, Sacramento
Chapter - Co-Founder & Deputy
Chair
- American Society of Civil
Engineers
- Women's Transportation
Seminar

Education

- BS, Civil Engineering - California
State University, Sacramento -
2009
- BS, Health Science - California
State University, San Jose -
2004
- BS, Spanish - California State
University, San Jose - 2004

Certifications

Certificate, Traffic Collision
Investigation - Northwestern
University Center for Public Safety,
IL

Foreign Languages

Proficient in Spanish

Professional Skills

- Bicycle/Pedestrian
Transportation Plans and Trails
- Roadway and Streetscapes
- PS&E Preparation
- Public Outreach
- Highway/Interchange
Improvement
- Drainage Systems Design

Qualifications

Lindsey Van Parys, PE, QSP/QSD is a Project Manager and company Associate who oversees daily operations and coordination with staff. Her engineering background includes designing bikeways, multi-use trails, roadway and highway improvements, streetscapes, interchanges and drainage systems for several cities, counties and Caltrans districts throughout the State of California. She has expertise in preparing bid documents, including all supplementary reports and other required documentation on State and Federally funded projects.

Project Experience

- **Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette**
- **Leisure Town Road/Vanden Road Roundabout - Vacaville.** Project Engineer. Preparing the PS&E for a roundabout for City at an accelerated pace, overseeing design, and ensuring it coordinates with the adjacent roadway and private development projects.
- **17 Mile Drive/Holman Highway 68/Highway 1 Roundabout - Monterey.** Assistant Project Manager/Project Engineer. Responsible for the preparation of the PS&E delivery to the City including roadway design, right of way engineering, preparation of a Supplemental Project Report, Caltrans coordination for project oversight and obtaining a Caltrans encroachment permit.
- **SR 49/Main Street Roundabout PS&E - Plymouth.** Project Manager. Performed Client and Agency Coordination on this federally funded, fast tracked project. She led the roundabout optimization, design and PS&E production, public outreach and stakeholder outreach efforts. Also performed the utility relocation services and lead the right of way acquisition process in accordance with the Caltrans Local Assistance Procedures Manual practices.
- **SR 99/SR 104 (Twin Cities Road) Roundabout Interchange Improvement - Galt.** Project Engineer. Preparation of the PS&E delivery including roadway design, utility coordination, working with Caltrans on project oversight, and obtaining approval on PS&E.
- **First and Second Street Roundabouts along California Boulevard - Napa.** Assistant Project Manager. Overseeing the NEPA/CEQA documents/permitting, preparing PS&E for federally funded project that includes roadway/streetscape design, pedestrian facilities, drainage design, right of way and acquisition support, and utility coordination. Coordinating with Caltrans to obtain approval and encroachment permit Working with City on Public Outreach.
- **I-80/Rocklin Road Roundabout Interchange PSR and PA/ED - Rocklin.** Project Engineer. Complete Street Corridor through six intersections including I-80. The corridor was divided into three projects, this being one of them. Assisting in the identification of and conceptual approval of design alternatives, preparation and approval of the Concept Approval Report for the roundabout, as well as preparation of the PR and eventually the PS&E package.
- **Old Redwood Highway Complete Street Improvement - Cotati.** Engineer. Assisting in the preparation of roadway PS&E submittal and responsible for overseeing the design of the north end phase including pedestrian bicycle facility design, roadway design, drainage design, utility coordination and right of way engineering.



Project Team

Daniel Kehrer, PE, QSD/QSP



Project Role

Project Engineer

Registration/Affiliations

- Civil Engineer, CA #82663
- California Water Board QSD/
QSP - 2016 to 2018 #25976

Education

BS, Civil Engineering - CSU
Sacramento - 2012

Previous Employment

Dokken Engineering - Folsom, CA.
Assistant Engineer. 2006-2014

Professional Skills

- Roundabout Design
- Alignments/Geometrics
- Cost Estimates
- Pavement Delineation and
Signing
- Rail Crossings
- Right of Way Acquisition
Documents/Coordination
- Roadway Design PS&E
- Stage Construction Traffic
Handling
- Utility Coordination and
Relocation

Software Expertise

- ArcGIS
- AutoCAD
- AutoTurn
- InRoads
- Microstation
- VBA

Qualifications

Daniel Kehrer is a Project Engineer who has assisted on several projects and studies and works to provide civil engineering design and traffic engineering support, including assembling computer drawing plans/exhibits using AutoCAD software, quantity calculations and cost estimations. He is well versed in roadway software design programs, preparing project reports, PS&E, right of way certification, utility coordination and construction plan review. He is very familiar with design codes such as the Caltrans Highway Design Manual, AASHTO Roadside Design Guide and the 2012 MUTCD.

Project Experience

- **Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette**
- **Leisure Town Road/Vanden Road Roundabout - Vacaville**
- **First and Second Street Roundabouts along California Boulevard PS&E - Napa.** Engineer. Assisted in the preparation of the design geometrics, 30% Design Drawings and right of way acquisition for three roundabouts in the City downtown area.
- **17 Mile Drive/Holman Highway 68/Highway 1 Roundabout - Monterey.** Engineer. Assisted in the preparation of 30% Design PS&E and Preliminary Design Report summarizing key features of the analysis and design in Northwestern Monterey County.
- **SR 49/Main Street Roundabout - Plymouth.** Roadway Engineer. Plan and estimate preparation (35%, 65% and 95% to date), retaining wall design, utility agreements and potholing. Project will be the first roundabout for District 10. The single lane roundabout will accommodate large truck traffic and improve multi-modal access at the gateway. Project is utilizing local, state and federal funds for design and construction.
- **SR 198/Noble Avenue Eastbound Ramps Roundabout Design and Right of Way Acquisition - Farmersville**
- **Silverado Trail/Third Street/Coombsville Road/East Avenue (5-Way Intersection) Improvements - Napa.** Engineer. Developed multiple roundabout alternatives presented to the public for discussion of possible improvements to existing 5-way intersection.
- **SR 116/121 Intersection Improvements - Sonoma County.** Engineer. Assisted in ICE Process including roundabout design, truck turning templates, roundabout design checks (fastest path), cost estimation. and conflict analysis.
- **SR 1/SR 41/Main Street Intersection Analysis - Morro Bay**
- **SR 60/Sunnymead Intersection HSIP - Moreno Valley.** Engineer. Assisted in the preparation of ICE document to determine whether a roundabout or traffic signal is the effective solution.
- **SR 99/Fulkerth Road Interchange Improvements - Turlock**
- **SR 99/Simmerhorn Road Roundabout Intersection Feasibility Study Phase 1 - Galt.** Engineer. Assisted in generating the Technical Memorandum, performing roundabout traffic operations analysis and feasibility study for the SR 99 northbound ramps.
- **Walnut Avenue/Argonaut Way/Parkhurst Drive Roundabout Peer Review - Fremont.** Engineer. Assisted in the Peer Review of the design geometrics, roundabout analysis and review of the project plans for a three-leg roundabout intersection.



Project Team

Rosanna Southern, EIT



Project Role

Engineer/Bilingual Services

Registration/Affiliations

- Engineer-in-Training, VA #420063509
- American Society of Civil Engineers - George Mason University Chapter
- Guardrail Installation and Training Certified (GRIT - VDOT)
- Certified VA Work Area Protection Training (VAWAPM - VDOT)

Foreign Languages

Proficient in Spanish

Education

BS, Civil, Environmental and Infrastructure Engineering - George Mason University, Fairfax, VA, 2012

Previous Employment

T3 Design Corporation - Fairfax, VA. Transportation Engineer, February 2011 - August 2014

Software Expertise

- AutoCAD
- Corsim TSIS
- HCS+
- HDM
- Jamar
- Microstation
- PC-Travel/PC-TAS
- PetraPro
- Synchro
- SimTraffic
- Sidra
- Terramodel
- TraxPro
- Tru-Traffic
- VISSIM

Qualifications

Rosanna Southern is a Transportation Engineer for Omni-Means. Prior to working with Omni-Means, she was a Transportation Engineer with a private firm in Virginia where she performed capacity analysis and modeled various networks for alternative designs, TODs, and IMRs using software such as Corsim, HCS+, Sidra, Synchro, SimTraffic and Vissim. She assisted in designing signal plans, signing/stripping plans and maintenance of traffic plans using Microstation. She also prepared and reviewed detailed traffic impact studies and figures that analyzed the projected and existing traffic data.

Project Experience

- **SR 60/Sunnymead Intersection HSIP - Moreno Valley**
- **SR 49/McKnight Way ICE - Grass Valley**
- **SR 116/121 Intersection Improvements - Sonoma County**
- **Righetti Ranch/Jones Ranch Roundabout Design - San Luis Obispo**
- **Silverado Trail (SR 121)/Third Street/Coombsville Road/East Avenue (5-way) Intersection Improvements - Napa.** Transportation Planner. Prepared Synchro models for existing conditions and 2 Alternatives to the study intersections, one Sidra analysis model for the roundabout alternative, and trip distribution/rerouting AM/PM peak hour existing and future volumes for alternative designs.
- **Dogtown/SR 49 Mitigation Evaluation - Angels Camp.** Transportation Planner. Prepared Vissim models and videos for three alternatives including a roundabout and large U-turn configurations for trucks.
- **Rhonda Road Extension - Anderson.** Transportation Planner. Prepared Vissim and Sidra model for Deschutes second roundabout alternative and Synchro analysis models for study intersections AM and PM peak hour volumes for existing conditions, existing plus project conditions, cumulative conditions, and cumulative plus project conditions, project trip generation and distribution.
- **Sierra Community College Campus Master Plan, Traffic, and Parking Update - Rocklin.** Transportation Planner. Prepared Sierra College Facilities Master Plan TIS, Synchro models for adjusting volumes, Traffix Models for Circular 212 Analysis, roadway LOS analysis, HCM analysis for Interstate ramps at nearby interchanges and highway segments, proposed project projections for intersections, AM and PM peak hour volumes, and ADT volumes for existing and future study roadways.
- **Calle Joaquin Commercial - San Luis Obispo.** Transportation Planner. Prepared a detailed analysis of project related peak hour impacts associated with four commercial parcels. The TIS included analysis of future year interchange improvements at the US 101/Los Osos Valley Road interchange for conditions both with and without the project.
- **2014 South County Circulation Study and Traffic Impact Fee Update - San Luis Obispo County.** Planner. Prepared existing conditions report including existing intersection and roadway level of service analysis using Synchro software. Prepared existing multi-modal facilities including public transportation, bicycle and pedestrian facilities, truck routes, rail operations and airports.



Project Team

Scott Robertson, LLA



Project Role

Landscape Architecture

Registration/Affiliations

- Landscape Architect, CA #4271
- Landscape Architect, OR #799
- American Society of Landscape Architects

Education

Bachelor of Landscape Architecture - University of Arizona
- 1985

Professional Skills

- Bikeway Planning/Design
- Public Outreach
- Streetscape/Urban Planning Design
- Gateway Monument Design
- Caltrans Processing
- Specific Planning Preparation
- Residential and Commercial Site Planning and Design
- Parking and Circulation Analysis Planning
- Complete Streets Design

Software

- ACAD Civil 3D
- LandFx (landscape design)
- Sketchup
- Photoshop

Qualifications

Scott Robertson is a company Associate responsible for all of our firm's landscape architecture design services. Mr. Robertson has many years of experience providing the varied landscape architecture components associated with streetscape design and community monument design, including adherence to Caltrans standards. He is skilled in preparing 3D computer graphics illustrating concepts for public outreach/community hearings. He has overseen or designed the landscapes/pedestrian areas associated with roundabouts, roadway corridors, medians, interchanges, and community gateways.

Project Experience

- **Pleasant Hill Road/Olympic Boulevard Roundabout Intersection - Lafayette**
- **I-5/Deschutes Road Roundabout Interchange PSR/PR and PS&E - Anderson**
- **Farmersville Boulevard Roundabout Landscape Concept - Farmersville.** Landscape Architect (LA). Prepared entry monument design, 3D Graphics for public hearings, and planting/irrigation design.
- **SR 99/SR 104 (Twin Cities Road) Interchange PS&E Roundabouts - Galt.** LA. Prepared landscape architecture design including the two interchange sculpture designs of weathered steel sculptural elements in the center island of each roundabout depicting bird watchers and birds, planting and irrigation design. The process included eight design concepts presented to the City.
- **First and Second Street Roundabouts along California Boulevard - Napa.** LA.
- **SR 49/Main Street Roundabout PS&E - Plymouth.** LA. Prepared the planting and irrigation design associated with the Roundabout improvements. The design incorporates the use of sustainable plant and irrigation materials.
- **Jaye Street/Montgomery Avenue Roundabout Landscape Design - Porterville.** LA. Prepared the planting and irrigation design for this single-lane roundabout and associated medians.
- **Rocklin Road Complete Street Roundabout Corridor Improvement - Rocklin.** LA. Prepared a themed Landscape Master Plan for two miles of roadway leading into the "downtown" area of Rocklin, including designs for three roundabouts and median landscape.
- **Rocklin Road at Grove Street/South Grove Street Roundabout PS&E - Rocklin.** LA. Prepared the center island and median planting/irrigation design.
- **Rocklin Road at Meyers Street Roundabout PS&E - Rocklin.** LA. Prepared center island and median planting/irrigation design.
- **North State Street Complete Streets - Mendocino County.** LA. Prepared the master plan for the complete street design and 3D computer renderings for the Community Outreach meetings.
- **Old Redwood Highway Complete Street Design - Cotati.** LA. Prepared streetscape design for the complete street design, the conceptualized roundabouts, and planting and irrigation plans.
- **Wilma Avenue Roundabout Landscape Improvements and Clock Tower - Ripon.** Project Manager. Prepared the clock tower design, column/planter design, and planting/irrigation design.



Erik Bjorklund**Project Role**

Lighting, Signals, Electrical Project Manager

Registration/Affiliations

- City of Livermore Planning Commissioner
- Institute of Transportation Engineers (ITE)

Education

- AS Computer-Aided Drafting Technology, ITT Technical Institute Sacramento, CA

Areas of Expertise

- Street & Highway Lighting
- Traffic Signal Design and Modification
- Signing & Striping Design
- Signal Timing
- Arterial/Interchange Design
- AutoCAD
- Traffic Handling Plans
- Ramp Metering
- Interconnect

Certifications

University of California, Berkeley Extension

- Fundamentals of Traffic Signal Design
- Basic 170 Controller Course
- Construction Inspection of Traffic Signals

Qualifications

Erik Bjorklund has 26 years of design experience, including 24 with TJKM. He has been the lead designer for more than 600 signal design, modification and signal interconnect projects throughout California. Mr. Bjorklund has extensive experience performing field analyses to determine geometric configurations of intersections and has conducted many peer reviews of other designers' work, providing clients with useful design modifications.

Mr. Bjorklund has also prepared hundreds of miles of signing and striping design plans using AutoCAD. Many of the design projects Mr. Bjorklund has led and managed include Caltrans coordination and obtaining encroachment permits. His familiarity with Caltrans' design standards results in minimal plan check revisions, moving design projects efficiently through the agency's approval process. TJKM's design projects often include construction support services and Mr. Bjorklund has established a good working relationship with many of the developers and contractors in the Bay Area.

Project Experience**Street Lighting**

- PS&E for Fremont Boulevard and Landings Parkway - Fremont
- South Main Street at Broadway Plaza and South Main Street at Newell Avenue - Walnut Creek
- I-880 HOV Lane Widening Project - Santa Clara County
- I-580/Castro Valley Interchange PS&E - Alameda County

Traffic Signal, Signing & Striping (S&S) Design

- Fair Oaks/Howe Signal Modification - Sacramento
- Traffic Design Services at Civic Center Drive - Fremont
- Traffic Design Services at Dixon Landing Road and McCarthy Drive/Fremont Boulevard - Fremont
- Paseo Padre Parkway and Capitol Avenue Traffic Design Services - Fremont
- Columbus Parkway/Regents Park Drive Signal Design - Vallejo
- Doolittle Drive/Eden Road Signal/S&S Design - San Leandro
- Vineyard Avenue/Bernal Avenue Signal Modification Update - Pleasanton
- Traffic Signal, Signing & Striping Design Project - Pleasanton
- Traffic Signal, Signing & Striping Design Project - Livermore
- Community of Mountain House Traffic Signal, Signing & Striping Design Project - San Joaquin County
- Airport Way at Park-Oak-Fremont Streets Signal Modifications - Stockton
- Wallis Ranch Traffic Signal Modification and Signing & Striping - Dublin
- Benjamin Holt Drive and Cumberland Place - Stockton
- Benjamin Holt Drive and Inglewood Avenue - Stockton
- PS&E Modifications at Dublin Boulevard/Golden Gate Drive - Dublin
- Signal Modification at Paly High & Embarcadero - Palo Alto
- Pacific Commons Area - 5 Signals - Fremont



Project Team

Ruta Jariwala, PE, TE



Project Role

Lighting, Signals, Electrical QA/QC

Registration/Affiliations

- Civil Engineer, CA #73840
- Traffic Engineer, CA #2465

Education

- MS Civil Engineering, San Jose State University, San Jose, CA
- BS Civil Engineering, Bombay University, India

Areas of Expertise

- Signal Coordination
- Project Management
- Traffic Impact Studies
- Freeway Operations
- Traffic Operations
- Traffic Planning

Qualifications

Ruta Jariwala has more than 16 years of professional experience in the areas of traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, traffic impact studies/EIRs and intelligent transportation systems planning, design and construction oversight. She has extensive experience in macro and microscopic model development and application for analysis of traffic operations for express lane studies. Studies also include multi-modal operations, light-rail, bus rapid transit, pedestrian, bicyclists and traffic safety.

Project Experience

Traffic Signal Designs

- Riggins Avenue at Akers Street Traffic Signal Design - Visalia
- Fair Oaks/Howe Signal Modification - Sacramento
- Santa Fe 4 Signal Installation and ITS Project - Visalia
- Visalia ITS and Signal Synchronization Project - Visalia
- Traffic Signal Coordination Plan on Buskirk Avenue - Pleasant Hill
- Rengstroff Avenue Signal Coordination and Corridor Study - Mountain View
- Remington Drive/Bernardo Avenue Traffic Signal Design Installation - Sunnyvale
- Signal Reconstruction at 4 locations - Sunnyvale
- Shoreline Boulevard Traffic Adaptive System - Mountain View
- Redwood Highway Frontage Road at US 101 off/on ramp - Marin County
- Valley Medical Center Traffic Signals - San Jose (4 Locations)
- MacArthur Boulevard Traffic Signals - Oakland (4 Locations)

Corridor Studies/Complete Streets

- San Benito Street Corridor Study - Hollister
- Shoreline Boulevard Corridor Study - Mountain View
- Charleston-Arastradero Corridor Project - Palo Alto
- California Street/Escuela Avenue Complete Street Feasibility Study - Mountain View
- South County Corridor Feasibility Study - Stanislaus County
- Sandia National Laboratories/CA Traffic Safety Study - Livermore

Bicycle & Pedestrian/Safe Route to School

- Bike Safety Study - Atherton
- Comprehensive Pedestrian & Bicycle Master Plan - Belmont
- Marin Curtis Safe Route to Schools - Albany



Familiarity with State and Federal Procedures

Meeting CFR Requirements

Omni-Means utilizes Ajera Complete accounting software by Axium. Ajera software is specifically designed for A&E firms and contracts. Our software is designed and set up to meet 48 CFR Part 16.301-3, 49 CFR Part 18, and CFR Part 31 requirements and guidelines. This system has been utilized and proven on many federal aid projects in the past few years.

Experience with State and Federal Requirements

The vast majority of our roundabout and related projects involve local, Caltrans, and often FHWA involvement. We have been the responsible lead consultant on dozens of projects involving Caltrans and the FHWA, all handled successfully and with care. We are currently working on the On-Call Engineering team with Parsons Transportation Group in Caltrans Districts 8 and 11 providing roundabout planning and design along with the Intersection Control Evaluation (ICE) Process. We will be providing these same services to Caltrans District 4 under AECOM (negotiations underway).

Omni-Means has included an Indirect Rate Cost Schedule Evaluation and Internal Control Questionnaire sample in the Figures and Illustrations.



References



Tracy Rideout
Senior Civil Engineer
City of Vacaville
 650 Merchant Street - Vacaville, CA 95688
 707.449.5161
Project: Foxboro Parkway/Vanden Road Roundabout
 Jepson Parkway/Leisure Town Road/Vanden Road
Staff: Doug Ries, Lindsey Van Parys, Mark Johnson, Daniel Kehrer



Mario Landeros
Senior Civil Engineer
City of Healdsburg
 401 Grove Street - Healdsburg, CA 95448
 707.431.3335
Project: Healdsburg Avenue Bridge over Russian River
Staff: Doug Ries, H. Ross Ainsworth, Scott Robertson



Jeffrey Gardner
City Manager
City of Plymouth
 9426 Main Street (PO Box 429) - Plymouth, CA 95669
 209.245.6941
Project: SR 49/Main Street Roundabout PS&E
Staff: Lindsey Van Parys, Doug Ries, Daniel Kehrer, Scott Robertson

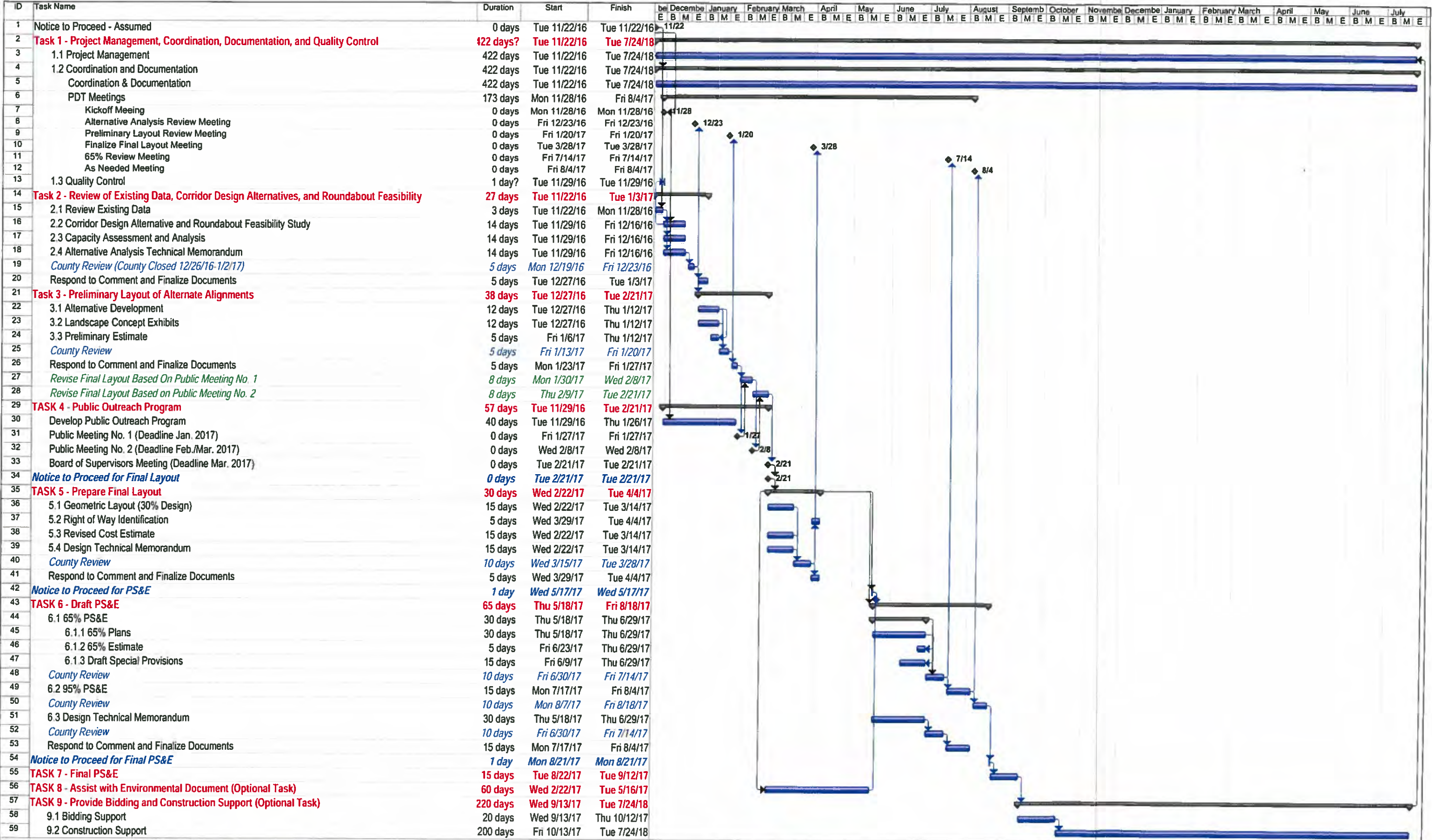


Richard Deal
City Traffic Engineer
City of Monterey
 580 Pacific Street - Monterey, CA 93940
 831.646.3473
Project: 17 Mile Drive/Holman Highway 68/Highway 1
Staff: Doug Ries, H. Ross Ainsworth, Mark Johnson, Lindsey Van Parys, Daniel Kehrer



Eric Whan, PE
Deputy Director
City of Napa
 1600 First Street - Napa, CA 94559
 707.257.9634
Project: First and Second Street Roundabouts along California Boulevard PS&E
Staff: H. Ross Ainsworth, Mark Johnson, Lindsey Van Parys, Daniel Kehrer, Scott Robertson





Project: P7383SCD001
Date: Thu 9/8/16

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

Scope of Services (Revised 10/18/16) – Appended to Proposal

This is an outline of the Scope of Services that will be used to prepare the budget.

Task 1 - Project Management, Coordination, Documentation, and Quality Control

1.1 Project Management

Omni-Means will serve as the Project Manager for the roundabout design services as part of the County Road (CR) 98 Bike & Safety Improvement Project, Phase II, referred to hereafter as the "Overall Project" during the entire duration of the project. The general project management responsibilities include:

- ♦ Prepare and update master project schedule
- ♦ Coordinate project status meetings on the roundabout design
- ♦ Provide coordination with stakeholders
- ♦ Manage subconsultant
- ♦ Oversee all the project components listed in this Scope of Services
- ♦ Effectively manage budget
- ♦ Ensure Quality Assurance and Quality Control Measures are completed
- ♦ Prepare invoices and progress reports at the end of each month of previous month's work

1.2 Coordination and Documentation

Omni-Means will coordinate with the County and/or subconsultant staff's Project Delivery Team responsible for delivering the Overall Project to ensure the roundabout design is incorporating the Overall Project's design components and to ensure the roundabout Plans, Specifications and Estimate (PS&E) meld seamlessly with the Overall Project's PS&E. This coordination will consist of meetings, telephone calls, emails and submittal of supplemental information as needed to ensure effective project coordination. For budgeting purposes the following six (6) meetings were assumed:

- ♦ Contract Kickoff Meeting
- ♦ Meeting to discuss the Alternative Analysis
- ♦ Meeting to discuss the Preliminary Layouts
- ♦ Meeting to finalize the Final Layout
- ♦ Meeting to discuss the 65% PS&E Review comments
- ♦ As Needed Meeting

Omni-Means will prepare and distribute the following items as needed:

- ♦ Progress Reports
- ♦ Meeting Summaries
- ♦ Project Schedule Updates

1.3 Quality Control

Omni-Means will assign a Quality Assurance & Quality Control (QA/QC) Officer that is independent of the design team to ensure and provide quality control reviews of all internally generated documents, plans and other documents to be submitted to the County. This will also include independent "peer" review of all work product, generated reports and documents.

Task 2 - Review of Existing Data, Corridor Design Alternatives, and Roundabout Feasibility

2.1 Review Existing Data

Omni-Means will review all existing data provided by the County, including but not limited to existing conditions analysis, existing traffic data, proposed alignments, and any technical studies completed to date.

Under this task, design vehicles will be established. It is assumed the County will provide any dimension details for farm equipment anticipated to utilize the intersections.

2.2 Corridor Design Alternative and Roundabout Feasibility Study

Under this task, Omni-Means will identify viable solutions for the three (3) CR 98 intersections with CR 31, CR 32, and Hutchison Drive that meet the need and purpose, are context sensitive, and can be implemented within any identified right of way or environmental constraints.

Specifically, we will determine if roundabouts are a viable solution for each intersection, noting the benefits, limitations and challenges for each intersection.

General conceptual level roundabout layouts will be provided and analyzed to determine the benefits, limitations and challenges. Actual intersection alternatives will be developed under Task 3.

It is assumed that mapping, a scaled aerial at a minimum, will be provided by the County to aid in this task. If new mapping is necessary, Omni-Means has the capacity to prepare that mapping.

2.3 Capacity Assessment and Analysis

The County has collected vehicle turning count information along with pedestrian and bicycle count information at all three subject intersections. The design will be based on this information and it is not anticipated that additional data collection will be necessary.

It is assumed that long range traffic forecasts will be provided by the County. If necessary, Omni-Means will develop these traffic forecasts for the design year using appropriate existing forecasting tools such as The Metropolitan Transportation Plan for 2035 (MTP2035), and the SACOG Activity-Based Travel Simulation Model (SACSIM15).

The analysis of proposed roundabout alternatives and existing intersection controls will be completed in SIDRA. The objective of this analysis is to identify feasible alternatives that provide acceptable operations for current and design year forecasts; both conditions will be evaluated. A discussion of the capacity assessment and analysis will be provided in the Technical Memorandum, under Task 2.4.

2.4 Alternative Analysis Technical Memorandum

Under this task, Omni-Means will summarize the analyses conducted and recommendations/results as a result of the work conducted in Tasks 2.1-2.3. A draft and final Technical Memorandum regarding feasibility of a roundabout at each of the three (3) intersections will be provided. The memorandum will include, at a minimum, the following:

- ♦ Recommendations for Roundabout Locations
- ♦ Discussion regarding design vehicles for each intersection

- ◆ Discussion regarding pedestrian and bicycle accommodation
- ◆ Discussion on approach speed reduction techniques at each roundabout
- ◆ Summary of the capacity assessment and analysis
- ◆ Requirements for Roundabout Implementation, including general layout requirements
- ◆ Benefits, Limitations or Challenges for Implementation
- ◆ Discussion regarding lighting requirements, including identifying any challenges
- ◆ Discussion regarding landscaping requirements, opportunities, and challenges

Three (3) hard copies of the Technical Memorandum will be submitted to the County, in addition to the electronic copy.

Task 3 - Preliminary Layout of Alternate Alignments

All deliverables submitted under the following tasks will include one round of revisions and response to County comments:

3.1 Alternative Development

After reviewing the findings of the Technical Memorandum with County staff, Omni-Means will provide up to two (2) preliminary layouts for each of the intersections of CR 98 with CR 31 (Covell Boulevard), CR 32 (Russell Boulevard), and Hutchison Drive, for a total of six (6) layouts.

For each alternative, Omni-Means will provide a conceptual layout, including:

- ◆ Innovative enhancement measures such as illuminations
- ◆ Signing and striping
- ◆ Pedestrian and bicycle facilities
- ◆ Horizontal control
- ◆ Geometric elements including:
 - ◆ Curb geometry
 - ◆ Lane widths
 - ◆ Channelization (including approach speed reduction measures)
 - ◆ Lane transitions
 - ◆ Pavement markings
 - ◆ Conform conditions, including:
 - ◆ Typical sections of each leg and the roundabout circulatory roadway and central island
 - ◆ Additional speed reduction design elements
- ◆ In addition, exhibits will be prepared showing the:
 - ◆ Fast paths
 - ◆ Decision sight distances
 - ◆ Approach view angles
 - ◆ Bus/truck/farm equipment truck turns

Included in the response to comment from the County's review of the exhibits, Omni-Means will provide a recommendation on any additional needs for survey data.

3.2 Landscape Concept Exhibits

Omni-Means will prepare up to three (3) landscape concepts including a "planting only" design, and two (2) others depicting a gateway monument and art opportunities. The concepts for the roundabout at CR 32 will look into incorporating the existing "Cactus Corner" plants.

The concepts will be prepared utilizing 3D Computer Imaging Software (i.e., Sketchup) in order to demonstrate the design from all visual aspects of the roundabout design.

3.3 Preliminary Estimate

Omni-Means will prepare preliminary estimates for each alternative developed using the most recent cost data provided by the County or utilizing the Caltrans Contract Cost Database. The preliminary estimate format will follow the Caltrans 11 page Preliminary Cost Estimate Template.

Task 4 - Public Outreach Program

Under this task, Omni-Means will work with County staff to implement a public outreach program. A suggested program is included in our Project Understanding. It is assumed the County will organize and coordinate public meetings and mailing and contact lists.

Omni-Means will provide exhibits, education materials, and a presentation on the roundabout alternatives within the corridor for up to three (3) public meetings, four (4) stakeholder meetings, and one (1) Board of Supervisors meeting. If bilingual (Spanish) presentations are desired, we can accommodate that request.

Omni-Means will assist County staff in maintaining a project website by preparing content to upload to the website. Omni-Means will revise the layouts based on received public comment, as directed by the County.

Task 5 - Prepare Final Layout

Work will not begin for this task without written authorization from the County of Yolo Contract Manager. All deliverables submitted under the following tasks will include one (1) round of revisions and response to County comments.

5.1 Geometric Layout (30% Design)

For each roundabout, the following plan sheets will be completed to the 30% design level and submitted to the County. The final layout will extend to the conform of the roundabout features.

- ◆ Demolition/Clearing
- ◆ Typical Sections
- ◆ Layout Sheets
- ◆ Preliminary Profiles
- ◆ Preliminary Grading
- ◆ Preliminary Drainage
- ◆ Preliminary Pavement Delineation/Sign Plans
- ◆ Preliminary Stage Construction/Traffic Handling
- ◆ Lighting Plan
- ◆ Landscape Plan
- ◆ Utility Impact Exhibit

It is assumed existing mapping, including utility mapping, will be provided by the County. In addition, the following exhibits will be updated as necessary for the preferred alternatives:

- ◆ Truck, Bus and Farm Equipment Turning Swept Path
- ◆ Stopping Sight Distances
- ◆ View Angles
- ◆ Fast Path

5.2 Right of Way Identification

Omni-Means will prepare an exhibit showing the right of way and easement needs for the preferred layout based on the proposed improvements established in Task 5.1. AutoCAD files will also be provided.

Utility easement will not be included in this identification, it is assumed any needed utility easements will be identified by the County through the utility relocation and coordination efforts.

5.3 Revised Cost Estimate

Under this task, Omni-Means will revise the estimates prepared under Task 3.3 based on the preferred layout.

5.4 Design Technical Memorandum

Omni-Means will prepare a technical memorandum containing critical design standards and features for each roundabout intersection. The memorandum will also contain recommendations for traffic handling through the intersections. The updated cost estimate will be summarized in the memorandum and the full estimate will be included as an attachment. Identified utility impacts will also be addressed in this memorandum based on utility mapping provided by the County.

This memorandum will also establish the conform locations, which will constitute the limits of the design PS&E for which Omni-Means is responsible.

Three (3) hard copies of the Final Technical Memorandum will be submitted to the County, in addition to the electronic copy.

Task 6 - Draft PS&E

Work under this task will not begin until a written notice to proceed is received from the County.

It is understood that the PS&E prepared by Omni-Means will be for the improvements associated with the roundabouts only and will ultimately be inserted into the construction documents as part of the CR 98 Bike & Safety Improvement Project that will be prepared by the County. It is assumed the County will provide Omni-Means with border files and sheet layouts prior to, or with the issuance of the notice to proceed.

6.1 65% PS&E

6.1.1 65% Plans

All design plan sheets will be completed to the 65% design level under this task. The following Plan sheets are anticipated as being the minimum required; however, if additional sheets are required in order to show project requirements clearly, added sheets will be included:

- ♦ Typical Sections
- ♦ Layout Sheets
- ♦ Profiles
- ♦ Contour Grading
- ♦ Construction Details
- ♦ Drainage Plan, Profile, and Details

- ♦ Tree Removal Plans
- ♦ Utility Plans
- ♦ Construction Area Signs
- ♦ Stage Construction
- ♦ Traffic Handling/Detour
- ♦ Motorist Information Sheets
- ♦ Pavement Delineation
- ♦ Sign Plans and Details
- ♦ Lighting Plans
- ♦ Landscape and Irrigation Plans

It is assumed that erosion control for the entire project will be developed by the County and is not included in this plan set.

As the County will be conducting the utility coordination and relocation, it is assumed AutoCAD drawings of the proposed relocations to be done by the utility purveyors will be provided by and/or through the County to be used as a basis for the utility plan. Omni-Means will identify utility impacts based on the mapping provided by the County and will provide this information in the revised technical memorandum. The utility plan sheets provided in this plan set will address any utility modifications to be done by the contractor, such as adjusting facility to grade, and will identify anything that will need to be protected in place.

Omni-Means, through their Subconsultant, TJKM, will provide the lighting plans that meets current roundabout lighting criteria. If service points are needed, the County will take the lead to obtain the service points from PG&E.

It is also assumed the irrigation facilities for the landscaping will tie into irrigation facilities proposed elsewhere on the project. Should any of the roundabouts require independent irrigation systems, the details for the irrigations controller and other appurtenances will be incorporated into our plans.

Three (3) sets of half size (11" x 17") plan sets will be provided, in addition to electronic copies. Plans can be provided in AutoCAD format upon request.

6.1.2 65% Estimate

Omni-Means will prepare detailed quantities in accordance with County Standards, including a draft Bid Schedule with estimated quantities and unit prices. The engineer's estimate of probable construction costs will be prepared using the most recent and relevant Caltrans Cost Data, as well as the County's cost data, if available. Three (3) hard copies of the estimate will be provided, in addition to electronic copies in both PDF and MS Excel formats.

6.1.3 Draft Special Provisions

Under this task, Omni-Means will prepare draft technical special provisions for items of work associated with the roundabouts using the County provided boilerplate special provisions and the Caltrans Standard Special Provisions, with the hidden text preserved and changes tracked. Three (3) hard copies of the draft specifications will be provided, in addition to electronic copies in both PDF and MS Word formats.

6.2 95% PS&E

Omni-Means will prepare the 95% PS&E and pick up all comments received on the 65% PS&E package. Omni-Means will provide a formal comment resolution table identifying all design

review comments received from the County. Three (3) hard copies of the PS&E package will be provided, in addition to electronic copies in both PDF and MS Word/Excel/AutoCAD formats.

6.3 Design Technical Memorandum

Omni-Means will update and finalize the Design Technical Memorandum. The memorandum will be updated to include traffic handling recommendations after discussion with County staff.

Task 7 - Final PS&E

Work under this task will not begin until a written notice to proceed is received from the County.

Omni-Means will prepare the Final PS&E and pick up all comments received on the 95% PS&E package.

Each plan sheet shall be signed and stamped by the responsible California registered engineer. Special provisions, the Technical Memorandum, and quantity calculations will also be stamped and signed. The final PS&E package will include all of the following items:

- ♦ Final Design Plans, Electronic format file
- ♦ Final Design Plans, Two (2) sets (24" x 36")
- ♦ Final Design Plans, Two (2) sets (11" x 17")
- ♦ Final Special Provisions, Two (2) copies
- ♦ Quantity Calculations and Engineer's Estimate, Two (2) copies
- ♦ Check Quantity Calculations, One (1) copy
- ♦ Technical Memorandum, Two (2) copies

Task 8 - Assist with Environmental Document (Optional Task)

Omni-Means will provide assistance to the County and to other County consultants, as requested, in obtaining CEQA and NEPA environmental clearance and securing any environmental permits required for the project. Some, but not all, of the anticipated tasks are as follows:

- ♦ Providing input on the Project Description
- ♦ Providing the limits for the Area of Potential Effects
- ♦ Providing impacts to existing drainage channels for wetland investigations
- ♦ Providing traffic data to be utilized in the overall traffic report
- ♦ Providing traffic data to support the preparation of the Air Quality Memorandum

Assistance will be provided based on an agreed scope and cost approved by the County and Omni-Means once authorized in writing by the County.

Task 9 - Provide Bidding and Construction Support (Optional Task)

9.1 Bidding Support

Omni-Means will provide technical support for questions from bidders on the Plans, Specifications or Quantities prepared by Omni-Means, at the direction of the County. These services will be provided on a time and materials basis.

Under this task, Omni-Means will provide responses to bidder's questions to the County. It is understood the County will determine the proper correction procedure, which will either be in the form of addenda prepared by Omni-Means and issued by the County, or by a change order after

the award of the construction contract.

9.2 Construction Support

The services performed under this task will be provided on a time and materials basis, unless otherwise indicated.

Omni-Means will attend the pre-construction conference with the successful construction contractor, if requested by the County in writing.

During construction, Omni-Means will furnish all necessary additional drawings for corrections and change orders required due to errors and omissions of Omni-Means. These drawings will be provided as requested in writing by the County, and will be provided at no additional cost to the County. The original tracings of the drawings and agreement wording for change orders will be submitted to the County for duplication and distribution.

Drawings and change orders requested by the County that are not due to Omni-Means error or omissions will be requested in writing by the County. Omni-Means will not be entitled to payment for such services unless approved in advance by the County.

Omni-Means will be available to visit the job site for on-site review of construction, and for other visits to the job site as requested by the County. Omni-Means will immediately bring to the attention of the County's Resident Engineer any observed defects or deficiencies in the work by the County's construction contractor. During Omni-Means construction support period, Omni-Means will complete contract change order reviews within two (2) business days of contract change order receipt.

Bidding and construction support will be provided based on an agreed scope and cost approved by the County and Omni-Means once authorized in writing by the County.

Approved Contractor's Cost Proposal

Page 1
Page 105 of 137

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant OMNI-MEANS

Contract No. :PPWSRFPMC1601

10/20/2016

DIRECT LABOR

Classification/Title	Classification Range	Name	Hours	Actual Hourly Rate	Total
Project Manager / Principal 2	\$55 - \$95	Ainsworth	50	\$91.35	\$4,567.50
Project Manager / Principal 2	\$55 - \$95	Ries	228	\$91.35	\$20,827.80
Peer Review / Proj Mngr 4	\$67 - \$76	Johnson	132	\$75.00	\$9,900.00
Assit PM / Project Manger 2	\$46 - \$52	Van Parys	416	\$46.56	\$19,368.96
Design Engineer / Engineer 3	\$38 - \$48	Kehrer	588	\$43.66	\$25,672.08
Design Engineer / Engineer 1	\$21 - \$30	Daas	1088	\$28.09	\$30,561.92
Rounabout Ops / Proj Mngr 3	\$51 - \$69	Vedula	8	\$66.85	\$534.80
Traffic Eng'r / Traffic Eng 2	\$30 - \$38	Southern	60	\$32.21	\$1,932.60
Landscape Architect / PM 3	\$51 - \$69	Robertson	241	\$57.55	\$13,869.55
Admnstrv Assit / Clerical 2	\$10 - \$26	Ferguson	52	\$20.38	\$1,059.76

LABOR COSTS

2863

a) Subtotal Direct Labor Costs

\$128,294.97

b) Anticipated Salary Increases (see page 2 for sample)

\$8,484.27

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$136,779.24

FRINGE BENEFITS

d) Fringe Benefits

(Rate: 42.90%)

e) Total Fringe Benefits

[(c) x (d)]

\$58,678.29

INDIRECT COSTS

f) Overhead

(Rate: 85.27%)

g) Overhead [(c) x (f)]

\$116,631.65

h) General and Administrative

(Rate: 64.82%)

i) Gen & Admin [(c) x (h)]

\$88,660.30

j) Total Indirect Costs [(e) + (g) + (i)]

\$263,970.25

FEE (Profit)

q) (Rate: 9.00%)

TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$36,067.45

Tasks 1 - 7: \$36,067.45

OTHER DIRECT COSTS (ODC)

Description

Unit(s)

Unit Cost

Total

l) Copies and Travel at Federal Allowed Mileage Rate

varies

varies

\$1,850.00

o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate)

TJKM - Electrical Design

\$50,869.40

\$52,719.40

TOTAL COST [(c) + (j) + (k) + (p)]

\$489,536.34

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Omni-Means

Contract No. :PPWSRFPMC1601

Date 10/20/16

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$128,294.97	2,863.0	= \$44.81	Yr 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by propose

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.81	+	3%	=	\$46.16	Yr 2 Avg Hourly Rate
Year 2	\$46.16	+	3%	=	\$47.54	Yr 3 Avg Hourly Rate
Year 3	\$47.54	+	3%	=	\$48.97	Yr 4 Avg Hourly Rate
Year 4	\$48.97	+	3%	=	\$50.44	Yr 5 Avg Hourly Rate
Year 5	\$50.44	+	3%	=	\$51.95	Yr 4 Avg Hourly Rate
Year 6	\$51.95	+	3%	=	\$53.51	Yr 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	2863.0	=	1431.5	Estimated Hours Yr 1
Year 2	0.00%	*	2863.0	=	0.0	Estimated Hours Yr 2
Year 3	0.00%	*	2863.0	=	0.0	Estimated Hours Yr 3
Year 4	40.00%	*	2863.0	=	1145.2	Estimated Hours Yr 4
Year 5	10.00%	*	2863.0	=	286.3	Estimated Hours Yr 4
Year 6	0.00%	*	2863.0	=	0.0	Estimated Hours Yr 5
Total	100%		Total	=	2863.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number o

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$44.81	*	1432	=	\$64,147.49	Estimated Hours Yr 1
Year 2	\$46.16	*	0	=	\$0.00	Estimated Hours Yr 2
Year 3	\$47.54	*	0	=	\$0.00	Estimated Hours Yr 3
Year 4	\$50.44	*	1145	=	\$57,758.85	Estimated Hours Yr 4
Year 5	\$51.95	*	286	=	\$14,872.90	Estimated Hours Yr 4
Year 6	\$53.51	*	0	=	\$0.00	Estimated Hours Yr 5
Total Direct Labor Cost with Escalation				=	\$136,779.24	
Direct Labor Subtotal before Escalation				=	\$128,294.97	
Estimated Total of Direct Labor Salary Increase				=	\$8,484.27	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each yr.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant T J K M

Contract No. _____

Date 10/20/2016

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly	Total
Project Manager	Erik Bjorklund	120	\$52.32	\$6,278.40
PIC/QA/QC	Nayan Amin	40	\$81.73	\$3,269.20
Engineer	Rutvij Patel	160	\$38.87	\$6,219.20
Engineer	Luis Hernandez	200	\$27.88	\$5,576.00

LABOR COSTS

520

a) Subtotal Direct Labor Costs

\$21,342.80

b) Anticipated Salary Increases (see page 2 for sample)

\$1,731.56

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$23,074.36

\$23,074.36

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)

e) **Total Fringe Benefits**

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead

(Rate: 95.56%)

g) Overhead [(c) x (f)]

\$22,049.86

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **Total Indirect Costs [(e) + (g) + (i)]**

\$22,049.86

\$22,049.86

FEE (Profit)

q) (Rate: 9.00%)

FIXED PROFIT [(c) + (j)] x (q)

\$ 4,061.18

\$4,061.18

OTHER DIRECT COSTS (ODC)

Description

Unit(s)

Unit Cost

Total

l) Travel/Mileage Costs at Federal Allowed Mileage Rate

1200

\$0.57

\$684.00

m) Equipment Rental and Supplies (itemize)

\$0.00

n) Permit Fees (itemize), Plan sheets (each), Test

Holes (each), etc.

\$0.00

o) Subconsultant Costs (attach detailed cost proposal
in same format as prime consultant estimate for
each subconsultant)

\$1,000.00

\$0.00

\$1,684.00

\$1,684.00

TOTAL COST [(c) + (j) + (k) + (p)]

\$50,869.40

\$50,869.40

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: TJKM

Contract No. :PPWSRFPMC1601

10/20/16

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$21,342.80	520	= \$41.04	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by prop

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$41.04	+	3%	=	\$42.28	Year 2 Avg Hourly Rate
Year 2	\$42.28	+	3%	=	\$43.54	Year 3 Avg Hourly Rate
Year 3	\$43.54	+	3%	=	\$44.85	Year 4 Avg Hourly Rate
Year 4	\$44.85	+	3%	=	\$46.20	Year 5 Avg Hourly Rate
Year 5	\$46.20	+	3%	=	\$47.58	Year 6 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	520.0	=	260.0	Estimated Hours Year 1
Year 2	0.00%	*	520.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	520.0	=	0.0	Estimated Hours Year 3
Year 4	40.00%	*	520.0	=	208.0	Estimated Hours Year 4
Year 5	10.00%	*	520.0	=	52.0	Estimated Hours Year 5
Total	100%		Total	=	520.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the numb

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$42.28	*	260	=	\$10,991.54	Estimated Hours Year 1
Year 2	\$43.54	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$44.85	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$46.20	*	208	=	\$9,608.60	Estimated Hours Year 4
Year 5	\$47.58	*	52	=	\$2,474.22	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$23,074.36	
Direct Labor Subtotal before Escalation				=	\$21,342.80	
Estimated total of Direct Labor Salary Increase				=	\$1,731.56	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT C - Approved Contractor's Cost Proposal

OMNI-MEANS, Ltd.							
In-House Reproduction Charge-Out Rates							
Types	Media	8 1/2 x11" *		11"x17" *		24"x36"	
		B&W	Color	B&W	Color	B&W	Color
Copies (copy machine)	Bond	N.C.		N.C.			
	Cover	N.C.		N.C.			
	Mylar/Trans	N.C.		N.C.			
Color Copies (Hp8500)*	Bond		\$ 0.59		\$ 2.00		
	HiGloss		\$ 0.79		\$ 2.50		
Plotter (HP1050,750 and 650)	Bond	N.C.		N.C.		N.C.	\$ 4.00
	HiGloss	N.C.		N.C.		N.C.	\$ 4.50
	Vellum	N.C.		N.C.		\$ 6.00	
	Mylar	N.C.		N.C.		\$24.00	
Notes:		*Duplex prints are charged as two prints N.C. - No charge.					

Exhibit D – Master Agreement
Administering Agency- State Agreement For
Federal-Aid Projects

Yolo County Agreement No. 16-73
MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

03 Yolo County

District Administering Agency

Agreement No. 03-5922F15

This AGREEMENT, is entered into effective this 7th day of JUNE, 2016, by and between Yolo County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. 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 federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

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

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Adam Ambrosini

ADAM AMBROSINI

SR. TRANSPORTATION ENGINEER

Chief, Office of Project Implementation
Division of Local Assistance

Yolo County

By JP

Jim Provenza, Chair, Yolo County

Board of Supervisors

Yolo County

Representative Name & Title

(Authorized Governing Body Representative)

Date JUNE 7, 2016

Date 5-31-16

APPROVED AS TO FORM

PHILIP J. POGLEDICH
County Counsel

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will 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. ADMINISTERING AGENCY will 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. ADMINISTERING 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. ADMINISTERING 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 this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING 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. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will 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 this Agreement.

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 ADMINISTERING 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 ADMINISTERING 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 this Agreement 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 ADMINISTERING 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 ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING 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-42 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 ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

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

1. That ADMINISTERING 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 ADMINISTERING 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:

ADMINISTERING 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 ADMINISTERING 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 effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING 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. ADMINISTERING 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. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE 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 (31USC 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 ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

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

(1) Compliance with Regulations: ADMINISTERING 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 this agreement.

(2) Nondiscrimination: ADMINISTERING 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. ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING 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 ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, 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 ADMINISTERING 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: ADMINISTERING 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. ADMINISTERING 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 ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

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 ADMINISTERING AGENCY will 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 the ADMINISTERING 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 ADMINISTERING 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 ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING 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 ADMINISTERING 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.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

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, ADMINISTERING 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, ADMINISTERING 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 ADMINISTERING 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 EXHIBIT B

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

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, ADMINISTERING 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, ADMINISTERING 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 ADMINISTERING 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.