



**REQUEST FOR PROPOSAL (RFP)
FOR
DESIGN SERVICES FOR THE
THIRD STREET AT HETHERTON STREET IMPROVEMENTS PROJECT
FEDERAL PROJECT NO. HSIPL 5043 (040)**

July 27, 2018

Introduction

The City of San Rafael (City) hereby requests proposals from qualified engineering Consultants for design, environmental clearance, right of way certification/encroachment permitting assistance, and construction support on the Third Street at Hetherton Street Improvements project. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid. This project may require the expertise of a multi-disciplined team consisting of transportation, civil, environmental, and other required disciplines to complete the full range of required services.

The City has procured federal funding through the Highway Safety Improvement Program (HSIP) to design and construct proposed improvements. At this time, the City has secured an E76 for design and has the required environmental scope of services requested by Caltrans, and as such, is prepared to retain one Consultant to assist the City with this project.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled "Scope of Work" of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized Consultants and financial resources, to carry out the work without delay or shortcomings.

Background

The intersection of Third Street and Hetherton Street is one of the most heavily congested locations in both San Rafael and Marin County. This is due in part to its proximity to major traffic generators such as the northbound and southbound on/off-ramps for US-101, the San Rafael Transit Center, Downtown San Rafael, Montecito Shopping Center, and San Rafael High School. During peak periods, drivers often experience significant delays approaching this intersection, generating long queues that in turn, add to the congestion at nearby intersections.

Third Street and Hetherton Street is also highly traversed by pedestrians traveling between the Montecito neighborhood, Downtown San Rafael, the Caltrans Park-and-Ride lots, and the San Rafael Transit Center. During peak hours, this intersection handles over 3,500 vehicles and 200 pedestrians per hour, creating numerous points of conflict between vehicles and pedestrians. With the opening of the adjacent Downtown San Rafael SMART Station, it is anticipated that pedestrian traffic at this intersection will continue to increase.

This high volume of vehicular and pedestrian travel can lead to conflicts between the two modes of travel. In the last five years, numerous pedestrian-involved collisions at this intersection have occurred, including two pedestrian fatalities, one in 2014 and another in June 2016. Both fatalities involved vehicles making a westbound left turn from Third Street to southbound Hetherton Street.

In the aftermath of the 2016 pedestrian fatality, the City retained Kimley-Horn and Associates to study the intersection of Third Street at Hetherton Street to consider any short-term solutions that City staff could recommend for implementation. City staff also applied for HSIP funding at that time.

For additional background information on the final Kimley-Horn study and an informational report given before the City Council at their July 2, 2018 meeting, potential Consultants for this project are directed to the City's [staff report](#) and [Council discussion](#).

Anticipated Schedule

- | | |
|----------------------------------|-----------------------------------------------|
| ○ Proposals due to Public Works | See the "Proposal" section of this RFP |
| ○ Consultant Interviews | Friday, August 31, 2018 between 9 am and noon |
| ○ Award Contract by City Council | September 17, 2018, subject to change |
| ○ Notice to Proceed | September 2018 |

Scope of Services

The City is seeking consulting services for the following tasks:

Task 1: Project Management and Coordination

1. The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The Consultant shall deliver a high quality product within budget and on schedule.
2. The Consultant shall meet periodically with the City to discuss the project. For cost estimation, a total of six meetings may be assumed. These six meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP. When appropriate, conference calls may take the place of meetings.

The Consultant shall provide monthly progress reports and schedule updates in conjunction with submittals of invoices. Upon the arise of unforeseen issues that have or have a potential to effect of the project scope, schedule and/or budget of the project, the Consultant shall bring the issues to the attention of City Project personnel for discussion and an agreed-upon subsequent action. The progress reports may include, but not limited to the following:

- a) A summary of activities performed/tasks completed with a Task percent completion
- b) Budget status by Task
- c) Issues identified and their status/resolution
- d) Identification/status of out-of-scope items that have a potential impact on the project scope, schedule and/or budget

Assumptions:

- Coordination Meetings are expected to occur weekly and/or on an as-needed basis at the direction of the City
- Meetings are expected to take no more than 1-hour and may generally be held via conference call

- Only one member of the Consultant team need attend the Coordination Meetings unless approved by the City beforehand.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Design

The Consultant shall perform the following tasks as part of the design:

1. The Consultant shall conduct a preliminary assessment to analyze project areas for potential issues such as right-of-way constraints, environmental issues, accessibility issues, and drainage. The Consultant shall review all prior studies/reports conducted for the intersection of Third Street at Hetherton Street as some elements of research may have been previously performed by others.
2. The Consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
3. The Consultant shall coordinate appropriate public outreach, workshops and participate in public meetings (e.g. meetings with stakeholders; business owners; Golden Gate Bridge, Highway and Transportation District; BPAC; City Council meeting, etc.). For cost estimation, a total of two meetings may be assumed.
4. The Consultant shall produce 35% drawings, 65% and 95% PS&E submittal packages for review.
5. The Consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be printed on 22"x34" paper, be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.
6. The plans shall be drawn using AutoCAD 2014, or a more recent version.
7. Specifications shall be written in the format of the Caltrans standard specifications. The City will provide boiler plate information. Specifications shall not be written in CSI format.
8. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
9. The Consultant shall provide a detailed cost estimate in the format of the schedule of bid items.

Assumptions:

- The City shall provide an updated list and contact information of relevant stakeholders from readily available sources.

Deliverables:

- Draft and Final 100% Plans, Specifications, and Engineer's Estimate in electronic format
- Responses to City Comments
- Public outreach materials, including agendas, minutes, display boards, etc.
- PS&E Checklist (Caltrans LAPM Exhibit 12-D)

Task 3: Environmental Compliance and Permitting

1. The Consultant shall prepare appropriate National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction. The attachments to this RFP include the

environmental scope of services for this project, including required technical memoranda and cultural resource documents.

The City previously undertook a federally funded project in this area, which included the intersection of Third Street at Hetherton Street within the Area of Potential Effects and received NEPA clearance in April 2015. As such, this new project will be required to re-do some of the same technical studies previously done. Caltrans staff has indicated that prior NEPA clearance for this intersection will not be grounds for foregoing new environmental documents. Previously performed environmental documents may be reviewed by potential Consultants in person at the Department of Public Works. Contact Hunter Young, Senior Civil Engineer, at 415-485-3408 to set up an appointment.

2. The Consultant shall be responsible for preparing, submitting and obtaining all required regulatory permits (if necessary) and environmental documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
3. The Consultant shall coordinate with the Federated Indians of Graton Rancheria (FIGR) regarding the potential for cultural resources, including preparation of any exhibits and coordination letters. The Consultant shall incorporate into the contract documents, as approved by the City, any necessary requirements from FIGR to address concerns during construction. The Consultant is referred to the attached environmental scope of services provided by Caltrans, including information on Section 106 compliance.
4. All environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review.

Assumptions:

- A qualified biologist shall sign the technical memorandum associated with Biological Resources.

Deliverables:

- Preliminary and final permit applications (if necessary) for submittal by the City
- Preliminary and final NEPA/CEQA documentation for submittal by the City

Task 4: Right-of-Way Certification Assistance

The purpose of this task is for the Consultant to obtain a Caltrans approved Right of Way Certification form (LAPM Exhibit 13-B). All work required to obtain this approved form is included in this task whether specifically identified or not.

Caltrans Encroachment Permit Coordination

1. The Consultant shall coordinate with Caltrans Office of Permits for an encroachment permit as the proposed work is within State right of way. The proposal shall assume preparation and submittal of an encroachment permit application along with three rounds of addressing redline comments or questions from Caltrans staff.

Utility Coordination

1. Due to the federal funding associated with the project, utility coordination services shall be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals. The Consultant shall coordinate with all utility companies after identifying facilities

that will be affected by the proposed improvements. The Consultant shall send Notice to Owner (NTO) exhibits to the affected utility companies after Caltrans Local Assistance Right of Way Programs has approved the language in the NTOs and the City signed them. City staff can assist with utility coordination and preparation of NTOs. The Consultant will act as more of a resource for this subtask.

2. The Consultant shall compare project utility mapping with proposed improvements and determine which existing facilities may require relocation and/or adjustment. The Consultant shall draft signature-ready utility notification letters to the utility companies for City signatures. The Utility Notification letters shall identify limits of relocation/adjustment and proportionate cost sharing, if any. These notification letters shall be sent with the NTOs discussed above.
3. The Consultant shall review the plans and identify areas where conflicts exist between proposed improvements (e.g., street light foundations, catch basins, etc.) and utilities.

Assumptions:

- No preliminary title reports will be necessary.
- No right of way acquisition or temporary construction easements will be required.
- No utility agreements will be necessary between the City and private utility companies.
- The City shall provide an updated list and contact information of relevant stakeholders from readily available sources. City staff may assist the Consultant in personally contacting property owners via site visits, emails, telephone, etc.

Deliverables:

- Utility Coordination Letters/NTOs
- Caltrans Encroachment Permit Coordination
- Caltrans Approved Right-of-Way Certification (Exhibit 13-B)

Task 5: Final Bid Phase and Bid Phase Support

1. The Consultant shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The Consultant shall assist in the review construction bids received and make a recommendation to the City for award of construction contract.

Assumptions:

- The Consultant's budget shall cover up to two addenda.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendation to the City for the award of the construction contract

Task 6: Construction Support Services

1. The Consultant shall attend regularly scheduled construction meetings (in person or via telephone), including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, up to eight meetings may be assumed. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.

2. The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
3. The Consultant shall review all material submittals and shop drawings as required by the Special Provisions. For cost estimation, a review of up to 20 submittals may be assumed.
4. The Consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to 10 RFIs may be assumed.
5. The Consultant shall assist the City in preparation of contract change orders, if necessary.
6. The Consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
7. The Consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be on 22"x34" PDFs.

Assumptions:

- The City will contract out separately for materials sampling/testing and compaction testing; it will not be part of this contract.

Deliverables:

- Attend up to 8 meetings during construction, which includes the pre-con meeting with contractor.
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders, if requested by the City
- Meeting agendas and minutes
- Record drawings following construction

City Responsibility and General Assumptions

The following is assumed for this scope of services:

1. Answering non-technical questions during advertisement period of this RFP. Clarification offered by the City to one Consultant shall be distributed to all known participants at the City's discretion.
2. Reviewing all Consultants' deliverables and providing comments in a timely manner.
3. Any City-owned utility underground maps and any existing information in the possession of the City necessary to complete the design.
4. It shall be assumed that the NEPA determination for this project will be a categorical exclusion.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis with a maximum "not to exceed" fee, as set by the proposer in his/her Proposal, as being the maximum cost to perform all work. This figure shall include direct costs, including labor, overhead, profit, and expenses,

such as, but not limited to, transportation, communications, subsistence, materials, and any subcontracted items of work. Progress payments will be based on actual hours and contract hourly rates charged to the project on a monthly basis.

The prime Consultant and all subconsultants shall submit his/her cost proposal using the attached Exhibit 10-H, Example 1 form. The Consultant shall:

- Show broken down by job classifications and types of costs and/or rates the direct labor cost;
- Provide the indirect cost rate (ICR) for the current fiscal year; and
- Itemize by items of work quantity, unit prices, and total price for each item listed under “other direct cost.”

The Schedule of Fees shall be submitted with the Proposal in a separate, sealed envelope. Inclusion of the Schedule of Fees in the Proposal is grounds for rejection of the Proposal.

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date, and amount remaining.

Proposal

The Proposal shall be concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than twenty-five (25) one-sided pages (8½”x11”, or 11”x17” for fold-out drawings), inclusive of resumes, graphics, pictures, photographs, dividers, front and back covers, cover letter, etc. Proposal submittals shall consist of three (3) bound sets and one (1) PDF on flash drive; no emailed or faxed Proposals will be accepted. Required federal forms will not count toward the page limit requirement and can be provided either as part of the Proposal or in a separate envelop (but do not include the costs proposal as part of these other federal forms).

Proposals shall be evaluated based on the Evaluation Criteria section of this RFP.

At a minimum, Proposals shall include:

1. Proposals must be received no later than **2:00 PM, local time, on August 23, 2018**, at the Department of Public Works. Address to:

City of San Rafael
Public Works Department
111 Morphew Street
San Rafael, CA 94901
Attn: Hunter Young

2. Proposals shall be submitted in sealed packages and clearly marked with the name of the Consultant and “Third Street at Hetherton Street Improvements Project.”
3. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable as-is.
4. Project understanding outlining the Consultant’s basic understanding of the project and identifying key issues to be addressed during the project and any insights.

5. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this RFP.
6. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice. **The Consultant shall note that per the HSIP grant requirements, the City must have construction funding obligated by Caltrans by December 31, 2019. As such, Tasks 2, 3, and 4 shall be completed by September 1, 2018 to insure the City has time to obtain a construction E76 document by the end of 2019. Consultants should plan accordingly to insure proper staffing levels for this project.**
7. A statement of Qualification (SOQ) that includes:
 - a. The proposer's experience and history in performing this type of work, particularly those projects that have been successfully carried through construction.
 - b. References of persons, firms, or agencies that the City may contact to verify the experience of the proposer; include phone numbers.
 - c. An organization chart setting forth the project manager and the staff.
 - d. Experience for each individual expected to perform responsible portions of the work. Do not submit resumes for individuals who do not have a high probability of actually leading or working on the project.
 - e. Experience for each sub-Consultant.

The Consultant shall be aware of the following:

- Proposals and/or modifications to Proposals received after the hour and date specified in this RFP will be rejected and returned unopened to the proposer.
- All Proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
- Once submitted, Proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- All requests for clarification for this RFP must be made in writing at least 96 hours prior to the due date as set forth in this RFP. Consultants shall contact Hunter Young at the following email address: hunter.young@cityofsanrafael.org.

The City will only respond to written questions from Consultants. The City cannot respond to verbal questions submitted by telephone or in person. All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at <https://www.cityofsanrafael.org/projects-out-to-bid/>.

The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP due to significant revisions to Scope of Services.

Evaluation Criteria

Ranking of the Proposals will be weighted based on the following point system (100 points maximum):

1. Inclusion of all required items and completeness of the Proposal (10 points)
2. Understanding of the work to be done (25 points)

3. Previous experience of similar projects completed on time and within budget (35 points)
4. Qualified and experienced personnel in the project team (20 points)
5. Familiarity with state and federal procedures (10 points)

The City will notify each Consultant regarding the outcome of the Proposal selection process.

The City may reject any or all of the Proposals if it deems such action are in the public interest.

Consultant Nominating and Selection Process

- A Consultant Selection Committee will be established for this project. Each member of the committee will evaluate each submitted Proposal.
- The Committee will select a shortlist of firms qualified for this project to participate in an oral interview.
- Based on qualifications provided in Proposals and oral interviews, the committee will rank the Consultants. The top-ranked firm will be the selected firm.
- The Committee, or representative, will enter into negotiations with the selected firm. The negotiations will cover: Scope of Work, contract terms and conditions, and profit. If the Committee is unable to reach an acceptable agreement with the selected firm, the negotiations will be terminated and negotiations with the second-ranked firm will be initiated.
- After negotiating a proposed agreement that is fair and reasonable, the Public Works Director will recommend to the City Council the approval of the agreement. Final authority to approve the agreement rests with the City Council.

Disadvantaged Business Enterprise (DBE) Policy

As this project is federally funded, the contract is subject to regulations in accordance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).

The Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract and shall take all necessary and reasonable steps to facilitate participation by DBE firms for such assurance. For this contract, the City has established a DBE goal of **3.0%**.

For additional information, please see Caltrans Exhibit 10-I, "Notice to Proposers DBE Information," provided as an attachment. DBE Regulations: Bidders shall be fully informed with respect to the requirements of the DBE regulations. The DBE regulations in their entirety are incorporated herein by reference. Please note:

1. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
2. A certified DBE may participate as a prime Consultant, sub Consultant, joint venture partner, as a vendor of materials or supplies, or as a trucking company.
3. 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.

4. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
5. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

More information on the DBE application process and recent policy changes is available on the California Department of Transportation (Caltrans) Web site <http://www.dot.ca.gov/hq/bep/>

Special Conditions

- **Professional Services Agreement**
The Consultant selected to provide the scope of services shall use the City of San Rafael's standard Professional Services Agreement. A copy of the template of this agreement is attached to this RFP. Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document.
- **Reservations**
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.
- **RFP as a Public Record**
All Proposals submitted in response to this RFP become the property of the City and thus become public records and, as such, may be subject to public review.
- **Right to Cancel**
The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.
- **Additional Information**
The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.
- **Public Information**
Consultants who wish to release information regarding the Consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.
- **Financial Management and Accounting System Requirements**
No Consultant contract will be awarded to a consulting firm who does not possess an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The contract associated with this agreement and supporting documents are subject to audit or review by Caltrans' Audits and Investigations or the federal government.

- Protest Procedures
This RFQ and contract is subject to the protest procedures and dispute resolution process per 2 CFR Part 200.318(k).
- Required Documents
Caltrans forms and Exhibits from the Local Assistance Procedures Manual (LAPM) as noted in the Attachments section of this RFP may be required. Failure to submit the required forms at the required intervals will render a bid non-responsive.

Attachments

Required by Consultant with Proposal Submittal:

1. Exhibit 10-O1, "Consultant Proposal DBE Commitment"
2. Exhibit 10-H, "Sample Cost Proposal" (10-H must be submitted in separate, sealed envelope) – for prime and all sub Consultants
3. Exhibit 10-Q, "Disclosure of Lobbying Activities"
4. Exhibit 10-K, "Consultant Certification of Contract Costs and Financial Management System" – for prime and all sub consultants
5. Exhibit 10-A, "A&E Consultant Audit Request Letter and Checklist"

Required by Consultant and City after Contract Execution:

1. Exhibit 10-O2, "Consultant Contract DBE Commitment" (Exhibit 10-O2 will be turned into the City following the conclusion of cost negotiations and included as an attachment in the fully executed contract)
2. Exhibit 17-F, "Final Report – Utilization of DBEs"
3. Exhibit 17-O, "DBE Certification Status Change"

For informational purposes only, the following is provided:

1. City of San Rafael *Professional Services Agreement for Federal-Aid Projects* Template (subject to change by the City Attorney's office, if necessary)
2. Exhibit 10-I, "Notice to Proposers DBE Information" (for informational purposes only)
3. Environmental scope of services required by Caltrans, including the approved PES form. Prior NEPA documents (not all are included)
4. <https://www.cityofsanrafael.org/public-meetings/> - link to City Council meeting video and staff report. The final traffic study for the intersection is attached to the staff report.

Thank you for your interest in contracting opportunities with the City of San Rafael.

Sincerely,



Hunter Yong
Senior Civil Engineer

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: _____	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		
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	_____ 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) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

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

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ _____	\$ _____
Equipment Rental and Supplies			\$ _____	\$ _____
Permit Fees			\$ _____	\$ _____
Plan Sheets			\$ _____	\$ _____
Test			\$ _____	\$ _____

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. 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.
2. 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)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee _____ = _____ %

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		
	Straight ³	OT(1.5x)	OT(2x)
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00
Land Surveyor **	\$0.00	\$0.00	\$0.00
Technician	\$0.00	\$0.00	\$0.00

CALCULATION INFORMATION

Effective Date of Hourly Rate	From	To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
						01/01/2016
01/01/2017	12/31/2017	12/31/2017	\$0.00	0.0%		Not Applicable
01/01/2018	12/31/2018	12/31/2018	\$0.00	0.0%		Not Applicable
01/01/2016	12/31/2016	12/31/2016	\$0.00	0.0%		Not Applicable
01/01/2017	12/31/2017	12/31/2017	\$0.00	0.0%		Not Applicable
01/01/2018	12/31/2018	12/31/2018	\$0.00	0.0%		Not Applicable
01/01/2016	12/31/2016	12/31/2016	\$0.00		\$00 - \$00	
01/01/2017	12/31/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00	
01/01/2018	12/31/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00	
01/01/2016	12/31/2016	12/31/2016	\$0.00		\$00 - \$00	
01/01/2017	12/31/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00	
01/01/2018	12/31/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00	

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:			\$	\$
Subconsultant 2:			\$	\$
Subconsultant 3:			\$	\$
Subconsultant 4:			\$	\$
Subconsultant 5:			\$	\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant’s Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered “tools of the trade” are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

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

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

--

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

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

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)

(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date:
Federal Project Number:

The following applicable documents are attached for proposed A&E Consultant Contract No. at a proposed Contract or Amended amount of \$, with (Prime Consultant's full legal name)

The Project Description is (Identify if an Amendment or a New Contract):

Participation Amounts for Prime and all Sub-consultants on this contract are:

Table with 4 columns: Consultant's Name, Participation Amount, Category 1, 2, 3, 4, 5 or N/A (see below), Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than \$150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts >= \$150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
4) Points of contact for Local Agency and Prime Consultant

Name Signature

Title

Name of Local Agency and Department

Address

*Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS

All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ \$150,000:

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract (1)
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (except for firms requesting Safe Harbor Rate)
- 4) Local Agency and Prime Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	If not Categories 1-3				
	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed (issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

* ICR FYE = Indirect Cost Rate Fiscal Year End. All items on this checklist may not be all inclusive. A&I reserves the right to request additional documents as deemed necessary.

** Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

*** Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire
- (4) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (5) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.
- (6) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.ca.gov/audits.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3.0%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

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 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.

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
[NAME OF CONSULTANT]
FOR ENGINEERING SERVICES ASSOCIATED WITH THE
[NAME OF PROJECT] PROJECT**

ARTICLE I INTRODUCTION

A. This contract is entered into as of the _____ day of _____, 2018 by and between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows: _____,
incorporated in or authorized to do business in the State of California.

The Project Manager for the “CONSULTANT” will be (NAME)

The name of the “LOCAL AGENCY” is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless and defend LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to willful misconduct, recklessness, negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to willful misconduct, negligent acts, errors, or omissions of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed the design professional’s proportionate percentage of fault.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

The CONSULTANT shall perform the services specified in the Scope of Work, dated [INSERT DATE], attached hereto as Exhibit A and incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit B, and the terms of this contract, the terms of this contract shall take precedence.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect as of the date first hereinabove written, and the CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. This Agreement shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

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- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael
Public Works Department
Bill Guerin
111 Morphew Street
San Rafael, CA 94901

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$0.00 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 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 contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and 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 CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's

obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY'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: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 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.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, 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, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

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- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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- 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT 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 Contract, Consultant and its subconsultants 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 there under (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.
- C. The Consultant 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. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant 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.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she 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 LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. The terms and conditions of this contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This written contract shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the LOCAL AGENCY.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this contract, shall be valid or binding, except by way of a written amendment to this contract.
- D. The terms and conditions of this contract shall not be altered or modified except by a written amendment to this contract signed by the CONSULTANT and the LOCAL AGENCY.
- E. If any conflicts arise between the terms and conditions of this contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this contract shall control.
- F. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- G. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract 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 contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract shall be that stated in the Contract Documents at the time of advertisement. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. 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. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT 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. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT'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 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

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

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

ARTICLE XXV INSURANCE

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

A. During the term of this contract, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:

B. The insurance coverage required of the CONSULTANT in Subparagraph A above, shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.
2. The additional insured coverage under CONSULTANT'S insurance policies shall be primary with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in CONSULTANT'S policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this contract, CONSULTANT hereby grants to LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a Claims Made Form, then, following termination of this contract, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this contract.
7. The limits of insurance required in this contract 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 noncontributory basis for the benefit of LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to LOCAL AGENCY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this contract; or (2)

the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

9. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- C. Deductibles and SIR's. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the LOCAL AGENCY's Contract Manager and LOCAL AGENCY's City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.
- D. Subcontractors. CONSULTANT agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract regarding indemnity and insurance to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and LOCAL AGENCY in the same manner and to the same extent as CONSULTANT is bound to LOCAL AGENCY under this contract. All subcontractors shall provide insurance with a blanket additional insured endorsement or coverage at least as broad as ISO form CB 20 38 04 13, and CONSULTANT shall provide a copy of such endorsement of policy provision to LOCAL AGENCY.
- E. Proof of Insurance. CONSULTANT shall provide to the LOCAL AGENCY's Contract Manager or LOCAL AGENCY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this contract. LOCAL AGENCY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by LOCAL AGENCY Contract Manager and the LOCAL AGENCY City Attorney.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY 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 contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY 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 many be authorized in writing by CONSULTANT.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

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

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by LOCAL AGENCY at LOCAL AGENCY'S discretion. If performed, a copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT: [CONSULTANT NAME]
 [NAME], Project Manager
 [ADDRESS]

LOCAL AGENCY: City of San Rafael
 Bill Guerin, Contract Administrator
 111 Morphew Street
 San Rafael, CA 94901

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE XXXV COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms and conditions of this contract, or arising out of the performance of this contract, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this contract, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this contract, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

ARTICLE XXXVII WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this contract or any applicable law, ordinance or regulation.

ARTICLE XXXVIII APPLICABLE LAW

The laws of the State of California shall govern this contract.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this contract. CONSULTANT shall perform all services under this contract in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless LOCAL AGENCY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

ARTICLE XXXIX SIGNATURES

CITY OF SAN RAFAEL

CONSULTANT

Jim Schutz
City Manager

By: _____

Title: _____

and

ATTEST:

CONSULTANT

LINDSAY LARA
Interim City Clerk

By: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN
City Attorney

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
San Rafael Transit Center Pedestrian Access Improvements

04-MRN-0-SRF **CML – 5043 (036)**
 Dist.-Co.-Rte. (or Local Agency) P.M./P.M. E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

The City of San Rafael plans to prepare its downtown area to accommodate the future Sonoma Marin Area Rail Transit (SMART) system through the modification of its existing traffic signal system. Work will involve sidewalk widening, tree removal, drainage modification, the installation of a traffic signal interconnect and/or fiber optic cables, ADA-compliant curb ramps, count-down pedestrian signal heads, extinguishable message signs (EMS) and surveillance video equipment, upgrade of traffic signal controllers and cabinets, and the relocation of traffic signal poles.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

- Categorically Exempt Class** (PRC 21084; 14 CCR 15300 et seq.)
- Categorically Exempt. General Rule exemption.** [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771.117(c): activity (c)(8)**
- 23 CFR 771.117(d): activity (d)**
- Activity ___ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

BORIS DEUNERT

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

Date of Categorical Exclusion Checklist completion: 01/22/15

Date of ECR or equivalent : 01/22/15

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

04-MRN-0-SRF			CML – 5043 (036)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.
Continued from page 1:			
 <u>Environmental Commitments</u> 			
Biological Resources			
• Natural Environment Study Minimal Impact dated November 2014			
Water Quality			
• Water Quality Technical Memorandum dated July 28, 2014			
Cultural Resources			
• Finding of No Adverse Effect dated March 2014			
• Environmentally Sensitive Areas Action Plan dated December 2014			

DEPARTMENT OF TRANSPORTATION

DISTRICT 4
P.O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 286-5900
FAX (510) 286-6301
TTY 711
www.dot.ca.gov

**RECEIVED**

MAY - 3 2017

PUBLIC WORKS DEPT.
CITY OF SAN RAFAEL*Serious Drought.
Help save water!*

File # 18.01.83.04

April 28, 2017

Hunter Young
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

Your ref: HSIPL-5043 (040) Third St. at Hetherton St. Signal Modification Project

Dear Mr. Young:

Our office is in receipt of the Cultural Resources assessment on the Section 106 requirements for the Third St. at Hetherton St. Signal Modification Project. The Preliminary Environmental Studies (PES) Form has been signed by Cultural Resources Professionally Qualified Staff. Similarly, the District Local Assistance Engineer (DLAE) and the Environmental Planner Designee have affixed their signatures to the document. The environmental scoping is therefore complete.

The following studies are required as per the PES:

Studies needed:

1. Equipment Staging Technical Memorandum
2. Traffic - Traffic Technical Memorandum to include:
 - a. briefly describe reason for second dedicated southbound right lane & eliminate dedicated
 - b. LOS/operation before and after
 - c. address traffic handling during construction in regards to pedestrian, cyclist, transit, and emergency services access
3. Air Quality – Air Quality Technical Memorandum, depending on MTC Task Force PM 2.5 finding
4. Hazardous Material – Hazardous Material Technical Memorandum (thermoplastic striping)
5. Water Quality/Resources – Water Quality Technical Memorandum (BMPs)
6. Floodplain – Location Hydraulic Study and Summary Floodplain Encroachment Report

Mr. Hunter Young
April 2017
Page 2

7. Biological Resources – Biological Technical Memorandum to include tree removal information; describe the number, size and type of tree removed & replaced consistency with local tree ordinance and in compliance with the Migratory Bird Treaty Act
8. Construction/Encroachment on State Land – Right of Way Information Technical Memorandum to describe your right of way needs
9. Cultural Resources – see attached copy for requirements

Permits Possible – NPDES Permit (submit copies of permits following NEPA approval)

Please prepare those studies at your earliest convenience and submit them to our office for review.

If you have any questions regarding this letter, please contact Hugo Ahumada at (510) 622-8790 or email hugo_ahumada@dot.ca.gov.

Sincerely,



Tom Holstein
Environmental Branch Chief
Office of Local Assistance

Enclosures

c: Office of Local Assistance files

Memorandum

*Making Conservation
a California Way of Life.*

To: **TOM HOLSTEIN**
Senior Environmental Planner
Office of Local Assistance, District 4

Date: April 24, 2017
File: 04-MRN-0-SRF
City of San Rafael
Third St at Hetherton St
Signal Modification

Attn: Hugo Ahumada

From: **KAREN (CARRIE) REICHARDT** *KR*
Senior Environmental Planner
Office of Local Assistance, District 4

Federal Aid #: HSIPL-5043 (040)

Subject: Section 106 Review of the Preliminary Environmental Studies (PES) Form for the Proposed Third Street at Hetherton Street Signal Modification Project in the City of San Rafael in Marin County.

The City of San Rafael (City) proposes to improve signal operations and pedestrian travel at the intersection of Third Street and Hetherton Street in the City of San Rafael in Marin County. The proposed work will widen Hetherton Street to the east by two feet and to the west by up to 10 feet, reducing the width of the existing sidewalk. The widening at this location will provide room to accommodate a second, dedicated right turn lane from southbound Hetherton Street to westbound Third Street. All disturbed curb returns will be reconstructed in order to install Americans with Disabilities Act (ADA) compliant curb ramps. The City will relocate a traffic signal controller cabinet, service equipment enclosure, and signal poles as needed to accommodate roadway widening. Additionally, the project will install new traffic signal poles and conduit, new storm drain catch basins and pipe (as needed), and new roadway signage. The sidewalk along Hetherton Street between Third and Fourth Streets will be reconstructed and pedestrian scale light poles and street trees may be relocated.

All work will be conducted within the local right-of-way. No temporary or permanent easements will be necessary for the proposed project. No staging areas will be needed, nor will any borrow or disposal sites be needed as part of this undertaking.

The proposed undertaking overlaps a previous project sponsored and completed by the City of San Rafael (CML-5043 [036]). Due to the highly sensitive nature of the project area, a new Historic Property Survey Report (HPSR) will be required. This will include new Native American consultation and a new record search conducted at the Northwest Information Center (NWIC); however, since the previous cultural studies conducted for CML-5043 (036) encompassed the current project footprint, an Archaeological Survey Report (ASR) is not necessary. Please see the descriptions below for required cultural technical study documentation.

The California Department of Transportation (Caltrans), acting as the lead agency under the assigned authority of the Federal Highway Administration (FHWA), is providing the project oversight as federal funds are involved. Project documentation was reviewed by Caltrans Professionally Qualified Staff (PQS) Karen Reichardt, Principal Investigator-Prehistoric and Historical Archaeology, in compliance with the January 2014 *First Amended Programmatic*

Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA). A copy of the PA can be found at the Division of Environmental Analysis website: <http://www.dot.ca.gov/hq/env/cultural/index.htm>.

This undertaking has the potential to affect historic properties; therefore the following documents should be prepared for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA). Guidance for completing these documents may be found online at Caltrans' Standard Environmental Reference website: <http://www.dot.ca.gov/ser/vol2/vol2.htm>.

Area of Potential Effects (APE) Map

This map depicts the area that will be affected by the project, including staging areas, access roads, utility relocation, temporary bridges, right-of-way acquisition, and temporary construction easements. The map should be plotted on an aerial photographic or other base at a scale of approximately 1 inch = 200 feet or greater. A maximum size of 11 inches by 17 inches is preferred, using multiple sheets as necessary for inclusion in the required reports listed below. Typically, two APE lines are depicted: the Archaeological APE, which includes all areas of direct impact, and the Architectural APE, which will additionally include the entirety of all parcels from which there will be a right-of-way acquisition or temporary easement for construction or detour. The APE map should have a title block that includes the project name, federal ID number, and signature lines for the Caltrans PQS and Local Assistance Engineer, as well as the local agency representative. The APE map should be transmitted to Caltrans for signatures prior to the completion of the HPSR. A signed copy of the map will then be returned to the agency or its consultant for inclusion in the reports.

Historic Property Survey Report (HPSR)

The HPSR serves as a summary report of the cultural resource technical studies conducted for the undertaking. The HPSR also documents consultation with interested parties, including Native American groups, and presents the project description, mapping, and results of the archival research. The standard HPSR form is available online at http://www.dot.ca.gov/ser/vol2/hpsr_form.dotx.

Finding of Effect (FOE)

This document provides an analysis of the undertaking effects on historic properties within the APE. Based on the project description provided it appears that the undertaking will result in a Finding of No Adverse Effect. Since there is a potential to encounter prehistoric human remains during subsurface excavation, the anticipated finding would be a Finding of No Adverse Effect without Standard Conditions (FNAE-No SC). Due to the highly sensitive nature of the project area, the FNAE-No SC document will also include an Archaeological Monitoring Area (AMA) Plan. This report must be completed by a professionally-qualified archaeologist as described in Attachment 1 of the PA.

Please note that the assessments may change if there are alterations made to the proposed activities or the project boundaries. Draft APE map and documents may be forwarded for review

as they are produced. If you have any questions about this memo or about the Section 106 compliance process, please contact Carrie Reichardt at 510-286-5530 or via email at karen.reichardt@dot.ca.gov.

cc: OLA Files

EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDY (PES)

THIRD ST. AT HETHERTON ST SIGNAL MODIFICATION PROJECT

Federal Project No.: <u>TBD HSIPL-5043(040)</u> <small>(Federal Program Prefix-Project No., Agreement No.)</small>	Final Design: <u>TBD</u> <small>(Expected Start Date)</small>
-----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------

To: <u>Louis Schuman</u> <small>(District Local Assistance Engineer)</small>	From: <u>City of San Rafael</u> <small>(Local Agency)</small>
<u>04</u> <small>(District)</small>	<u>Hunter Young (415) 485-3408</u> <small>(Project Manager's Name and Telephone No.)</small>
<u>111 Grand Avenue, 12th Floor, Oakland CA 94623</u> <small>(Address)</small>	<u>111 Morphew Street, San Rafael, CA 94901</u> <small>(Address)</small>
<u>louis.schuman@dot.ca.gov</u> <small>(Email Address)</small>	<u>hunter.young@cityofsanrafael.org</u> <small>(Email Address)</small>

Is this Project "ON" the State Highway System? Yes No **IF YES, STOP HERE** and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP) http://www.dot.ca.gov/hq/transprog/fedpgn.htm	Anticipated Approval is <u>April 2017</u> <small>(Currently Adopted Plan Date)</small>	<u>TBD</u> <small>(Page No. ___ attach to this form)</small>
http://www.dot.ca.gov/hq/transprog/oftmp.htm		

Programming for FSTIP: <u>16/17 17/18</u> <small>(Fiscal Year)</small>	Preliminary Engineering \$ <u>60,000</u> <small>(Dollars)</small>	Right of Way <u>N/A</u> <small>(Fiscal Year)</small>	\$ <u>N/A</u> <small>(Dollars)</small>	Construction <u>19/20</u> <small>(Fiscal Year)</small>	\$ <u>523,900</u> <small>(Dollars)</small>
---------------------------------------------------------------------------	----------------------------------------------------------------------	---------------------------------------------------------	-------------------------------------------	-----------------------------------------------------------	-----------------------------------------------

Project Description as Shown in RTP and FSTIP: Traffic signal modification for the installation of signal mast arms; widening to accommodate an additional right turn lane, ADA compliant curb ramps, traffic phasing to include exclusive pedestrian phase and striping.

Detailed Project Description: (Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)
This project will prepare improve both signal operations and pedestrian travel at this very busy intersection. This intersection is adjacent to the San Rafael Transit Center and the SMART commuter train station. Work with be limited to the intersection and on Hetherton (Third to Fourth Streets). No R/W acquisition is necessary. No staging area on site.
(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information: *EQUIPMENT STAGING TECHNIQUE*
Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

<table border="0"> <tr> <th>Yes</th> <th>No</th> <th></th> <th>Yes</th> <th>No</th> <th></th> <th>Yes</th> <th>No</th> <th></th> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Widen existing roadway</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Ground disturbance</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Easements</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Increase number of through lanes</td> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Road cut/fill</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Equipment staging</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>New alignment</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Excavation: anticipated maximum depth 13 ft</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Temporary access road/detour</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Capacity increasing—other (e.g., channelization)</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Drainage/culverts</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Utility relocation</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Realignment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Flooding protection</td> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Right of way acquisition (if yes, attach map with APN)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" 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type="checkbox"/></td> <td>Tree removal</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Yes	No		Yes	No		Yes	No		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Widen existing roadway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ground disturbance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Increase number of through lanes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Road cut/fill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment staging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	New alignment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Excavation: anticipated maximum depth 13 ft	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary access road/detour	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Capacity increasing—other (e.g., channelization)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage/culverts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Utility relocation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Realignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flooding protection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Right of way acquisition (if yes, attach map with APN)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ramp or street closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stream channel work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disposal/borrow sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bridge work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pile driving	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part of larger adjacent project	<input checked="" 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BOUND RIGHT LANE</i></p> <p><i>NEW TRAFFIC SIGNAL POLE & FOUNDATION</i></p> <p><i>ENCROACHMENT PERMIT</i></p> <p><i>CALTRANS / HETHERTON AVE & UNDER 101</i></p> <p><i>150 FEET AWAY</i></p>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tree removal																																																																																									

Required Attachments:

- Regional map Project location map Project footprint map (existing/proposed right of way)
 Engineering drawings (existing and proposed cross sections), if available Borrow/disposal site location map, if applicable
 (Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)
 Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will the project generate public controversy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, Table 2 applies): <i>SAFETY IMPROVEMENT PROGRAM</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. If project is not exempt from regional conformity, (If "No" on Question #7) Is project in a metropolitan non-attainment/maintenance area? <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Is project in an isolated rural non-attainment area? <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area? <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
Hazardous Materials/Hazardous Waste <i>NORTHWESTERN PACIFIC RAILROAD & 150' AWAY SAN RAFAEL TRANSIT CENTER</i>			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Quality/Resources <i>SAN RAFAEL CANNAL / DRAINAGE CHANNEL RUNNING UNDER HWY 101 WHICH CONNECTS TO SAN RAFAEL CANNAL</i>			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is the project within a designated sole-source aquifer?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year elevation of a watercourse or lake)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Biological Resources

- 15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?
- 16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)? *TREEREMOVAL*
- 17. Is there a potential for wetlands to occur within or adjacent to the construction area?
- 18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?
- 19. Is there a potential for the introduction or spread of invasive plant species?

Sections 4(f) and 6(f)

- 20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?
- 21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?

Visual Resources

- 22. Does the project have the potential to affect any visual or scenic resources?

Relocation Impacts

- 23. Will the project require the relocation of residential or business properties?

Land Use, Community, and Farmland Impacts

ENCROACHMENT PERMIT - CALTRANS & POSSIBLE SAN RAFAEL TRANSIT CENTER

- 24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.
- 25. Is the project inconsistent with plans and goals adopted by the community?
- 26. Does the project have the potential to divide or disrupt neighborhoods/communities?
- 27. Does the project have the potential to disproportionately affect low-income and minority populations?
- 28. Will the project require the relocation of public utilities?
- 29. Will the project affect access to properties or roadways?
- 30. Will the project involve changes in access control to the State Highway System (SHS)? *NEW SECOND SOUTHBOUND RIGHT LANE*
- 31. Will the project involve the use of a temporary road, detour, or ramp closure?
- 32. Will the project reduce available parking?
- 33. Will the project construction encroach on state or federal lands? *HWY 101*
- 34. Will the project convert any farmland to a different use or impact any farmlands?

Cultural Resources

- 35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*
- 36. Is the project adjacent to, or would it encroach on Tribal land?

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input checked="" type="checkbox"/> Traffic <i>Check one:</i> <input type="checkbox"/> Traffic Study <input checked="" type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<p><i>- BRIEFLY DESCRIBE THE REASON FOR SECOND DEDICATED SOUTHBOUND RIGHT-LANE & ELIMINATE DEDICATED</i> <i>- TRAFFIC HANDLING DURING CONSTRUCTION TO INCLUDE PED/BIKE/TRANSIT/ EMERGENCY SVCS,</i></p> <input type="checkbox"/> Caltrans <input checked="" type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Noise <i>Check as applicable:</i> <input type="checkbox"/> Traffic Related <input type="checkbox"/> Construction Related <i>Check one:</i> <input type="checkbox"/> Noise Study Report <input type="checkbox"/> NADR <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Air Quality <i>Check as applicable:</i> <input type="checkbox"/> Traffic Related <input type="checkbox"/> Construction Related <i>Check one:</i> <input type="checkbox"/> Air Quality Report <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<p><i>SEND EMAIL FROM WFO WHICH CONFIRMS TASK FORCE PM 2.5 FINDING</i></p> <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> FHWA <input type="checkbox"/> Caltrans <input type="checkbox"/> Regional Agency	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Conformity Finding (23 USC 327 CE, EAs, EISs) <input type="checkbox"/> Conformity Finding (23 USC 326 CE) <input type="checkbox"/> PM10/PM2.5 Interagency Consultation
<input checked="" type="checkbox"/> Hazardous Materials/ Hazardous Waste <i>Check as applicable:</i> <input checked="" type="checkbox"/> Initial Site Assessment (Phase 1) <input type="checkbox"/> Preliminary Site Assessment (Phase 2) <input type="checkbox"/> Discussion in ED Only <input checked="" type="checkbox"/> <i>TECH MEMO.</i>	<p><i>STRIPING (THERMO PLASTIC)</i></p> <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Cal EPA DTSC <input type="checkbox"/> Local Agency	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Review Database <input type="checkbox"/> Review Database
<input checked="" type="checkbox"/> Water Quality/Resources <i>Check as applicable:</i> <input type="checkbox"/> Water Quality Assess. Report <input checked="" type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<p><i>BPMPs - HOW TO PREVENT CONSTRUCTION DEBRIS AND/OR TOXIC SUBSTANCE TO ENTER STORM DRAINS/CANALS</i></p> <input type="checkbox"/> Caltrans <input checked="" type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Sole-Source Aquifer (Districts 5, 6 and 11)	<input type="checkbox"/> EPA (S.F. Regional Office)	<input type="checkbox"/> Approval of Analysis in ED

<input type="checkbox"/> Coastal Zone	<input type="checkbox"/> CCC	<input type="checkbox"/> Coastal Zone Consistency Determination
---------------------------------------	------------------------------	-----------------------------------------------------------------

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input checked="" type="checkbox"/> Floodplain		
<i>Check as applicable:</i>		
<input checked="" type="checkbox"/> Location Hydraulic Study	<input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Approval
<input type="checkbox"/> Floodplain Evaluation Report	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Summary Floodplain Encroachment Report	<input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Approval
	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Only Practicable Alternative Finding
	<input type="checkbox"/> FHWA	<input type="checkbox"/> Approves significant encroachments and concurs in Only Practicable Alternative Findings
<input type="checkbox"/> Wild and Scenic Rivers	<input type="checkbox"/> River Managing Agency	<input type="checkbox"/> Wild and Scenic Rivers Determination
<input checked="" type="checkbox"/> Biological Resources		
<i>Check as applicable:</i>		
<input type="checkbox"/> NES, Minimal Impact	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> NES		
<input type="checkbox"/> BA	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approves for Consultation
	<input type="checkbox"/> USFWS	<input type="checkbox"/> Section 7 Informal/Formal Consultation
	<input type="checkbox"/> NOAA Fisheries	
<input type="checkbox"/> EFH Evaluation	<input type="checkbox"/> NOAA Fisheries	<input type="checkbox"/> MSA Consultation
<input type="checkbox"/> Bio-Acoustic Evaluation	<input type="checkbox"/> NOAA Fisheries	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Wetlands		
<i>Check as applicable:</i>		
<input type="checkbox"/> WD and Assessment	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> ACOE	<input type="checkbox"/> Wetland Verification
	<input type="checkbox"/> NRCS	<input type="checkbox"/> Agricultural Wetland Verification
	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Wetlands Only Practicable Alternative Finding
<input type="checkbox"/> Invasive Plants		
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Section 4(f)		
<i>Check as applicable:</i>		
<input type="checkbox"/> De minimis	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Determine Temporary Occupancy
<input type="checkbox"/> De minimis finding	<input type="checkbox"/> Caltrans	<input type="checkbox"/> De minimis finding
<input type="checkbox"/> Programmatic 4(f) Evaluation Type: _____	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Individual 4(f) Evaluation	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> Agency with Jurisdiction	
	<input type="checkbox"/> SHPO	
	<input type="checkbox"/> DOI	
	<input type="checkbox"/> HUD	
	<input type="checkbox"/> USDA	

TREE REMOVAL INFORMATION: DESCRIBE THE NUMBER, SIZE, AND TYPE OF TREE REMOVED & REPLACED WITH IF ANY, CONSISTENCY WITH YOUR LOCAL TREE ORDINANCE AND IN COMPLIANCE WITH THE MANDATORY BIRD TREATY ACT

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input type="checkbox"/> Section 6(f)	<input type="checkbox"/> Agency with Jurisdiction <input type="checkbox"/> NPS <input type="checkbox"/> NPS	<input type="checkbox"/> Determines Consistency with Long-Term Management Plan <input type="checkbox"/> Approves Conversion
<input type="checkbox"/> Visual Resources <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Minor VIA <input type="checkbox"/> Moderate VIA <input type="checkbox"/> Advance/Complex VIA	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Relocation Impacts <i>Check one:</i> <input type="checkbox"/> Relocation Impact Memo <input type="checkbox"/> Relocation Impact Study <input type="checkbox"/> Relocation Impact Report	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Land Use and Community Impacts <i>Check one:</i> <input type="checkbox"/> CIA <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Construction/Encroachment on State Lands <i>Check as applicable:</i> <input type="checkbox"/> SLC Jurisdiction <input checked="" type="checkbox"/> Caltrans Jurisdiction <input type="checkbox"/> SP Jurisdiction	<i>RIGHT OF WAY INFORMATION: DESCRIBE YOUR RIGHT OF WAY NEEDS</i> - HEDDINGTON AVE - HWY 101 SLC Lease - POSSIBLE S. RAFAEL TRANSIT CENTER	
<input type="checkbox"/> Construction/Encroachment on Federal Lands	<input type="checkbox"/> Federal Agency with Jurisdiction	<input type="checkbox"/> Encroachment Permit
<input type="checkbox"/> Construction/Encroachment On Indian Trust Lands	<input type="checkbox"/> Bureau of Indian Affairs	<input type="checkbox"/> Right of Way Permit
<input type="checkbox"/> Farmlands <i>Check one:</i> <input type="checkbox"/> CIA <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only <i>Check as applicable:</i> <input type="checkbox"/> Form AD 1006 <input type="checkbox"/> Conversion to Non-Agri Use	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> NRCS <input type="checkbox"/> CDOC <input type="checkbox"/> ACOE	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approves Conversion <input type="checkbox"/> Approves Conversion

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
<input checked="" type="checkbox"/> Cultural Resources (PQS completes this section) <i>Check as applicable:</i>		
<input checked="" type="checkbox"/> APE Map	<input checked="" type="checkbox"/> Caltrans PQS <input checked="" type="checkbox"/> Caltrans PQS and DLAE <input checked="" type="checkbox"/> Local Preservation Groups and/or Native American Tribes	<input type="checkbox"/> Screened Undertaking <input checked="" type="checkbox"/> Approves APE Map <input checked="" type="checkbox"/> Provides Comments Regarding Concerns with Project
<input checked="" type="checkbox"/> HPSR <input type="checkbox"/> ASR <input type="checkbox"/> HRER	<input checked="" type="checkbox"/> Caltrans No ASR needed, since project overlaps w/ studies for previous project, however, Native American consultation & NWIC record	<input checked="" type="checkbox"/> Approves for Consultation New HPSR needed.
<input checked="" type="checkbox"/> Finding of Effect Report <i>archaeology</i>	<input checked="" type="checkbox"/> Caltrans <input type="checkbox"/> SHPO <i>- if applicable</i>	<input checked="" type="checkbox"/> Concurs on No Effect, No Adverse Effect with Standard Conditions <input type="checkbox"/> Letter of Concurrence on Eligibility, No Adverse Effect without Standard search needs to be conducted - if applicable
<input type="checkbox"/> MOA	<input type="checkbox"/> Caltrans <input type="checkbox"/> SHPO <input type="checkbox"/> ACHP (if requested)	<input type="checkbox"/> Approves MOA <input type="checkbox"/> Approves MOA <input type="checkbox"/> Approves MOA
<input checked="" type="checkbox"/> Permits Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	<input type="checkbox"/> ACOE <input type="checkbox"/> ACOE <input type="checkbox"/> Caltrans/ACOE/EPA <input type="checkbox"/> USFWS <input type="checkbox"/> NOAA Fisheries <input type="checkbox"/> ACOE <input type="checkbox"/> USCG <input type="checkbox"/> RWQCB <input type="checkbox"/> CDFG <input type="checkbox"/> RWQCB <input type="checkbox"/> CCC <input type="checkbox"/> Local Agency <input type="checkbox"/> BCDC	<input type="checkbox"/> Section 404 Nationwide Permit <input type="checkbox"/> Section 404 Individual Permit <input type="checkbox"/> NEPA/404 Integration MOU <input type="checkbox"/> Rivers and Harbors Act Section 10 Permit <input type="checkbox"/> USCG Bridge Permit <input type="checkbox"/> Section 401 Water Quality Certification <input type="checkbox"/> Section 1602 Streambed Alteration Agreement <input checked="" type="checkbox"/> NPDES Permit <input type="checkbox"/> Coastal Zone Permit <input type="checkbox"/> BCDC Permit

Notes: Additional studies may be required for other federal agencies.

ACHP	=	Advisory Council on Historic Preservation	HRER	=	Historical Resources Evaluation Report
ACOE	=	U.S. Army Corps of Engineers	HUD	=	U.S. Housing and Urban Development
ADL	=	Aerially Deposited Lead	MOA	=	Memorandum of Agreement
APE	=	Area of Potential Effect	MSA	=	Magnuson-Stevens Fishery Conservation and Management Act
APN	=	Assessor Parcel Number	NEPA	=	National Environmental Policy Act
ASR	=	Archaeological Survey Report	NADR	=	Noise Abatement Decision Report
BA	=	Biological Assessment	NES	=	Natural Environment Study
BCDC	=	Bay Conservation and Development Commission	NHPA	=	National Historic Preservation Act
BE	=	Biological Evaluation	NOAA	=	National Oceanic and Atmospheric Administration
BO	=	Biological Opinion	NMFS	=	National Marine Fisheries Service
Cal EPA	=	California Environmental Protection Agency	NPDES	=	National Pollutant Discharge Elimination System
CCC	=	California Coastal Commission	NPS	=	National Park Service
CDFG	=	California Department of Fish and Game	NRCS	=	Natural Resources Conservation Service
CDOC	=	California Department of Conservation	PM10	=	Particulate Matter 10 Microns in Diameter or Less
CE	=	Categorical Exclusion	PM2.5	=	Particulate Matter 2.5 Microns in Diameter or Less
CIA	=	Community Impact Assessment	PMP	=	Project Management Plan
CWA	=	Clean Water Act	PQS	=	Professionally Qualified Staff
DLAE	=	District Local Assistance Engineer	ROD	=	Record of Decision
DOI	=	U.S. Department of Interior	RTIP	=	Regional Transportation Improvement Program
DTSC	=	Department of Toxic Substances Control	RTP	=	Regional Transportation Plan
EA	=	Environmental Assessment	RWQCB	=	Regional Water Quality Control Board
ED	=	Environmental Document	SER	=	Standard Environmental Reference
EFH	=	Essential Fish Habitat	SEP	=	Senior Environmental Planner
EIS	=	Environmental Impact Statement	SHPO	=	State Historic Preservation Officer
EPA	=	U.S. Environmental Protection Agency	SLC	=	State Lands Commission
FEMA	=	Federal Emergency Management Agency	SP	=	State Parks
FHWA	=	Federal Highway Administration	TIP	=	Transportation Improvement Program
FONSI	=	Finding of No Significant Impacted	USCG	=	U.S. Coast Guard
FTIP	=	Federal Transportation Improvement Program	USDA	=	U.S. Department of Agriculture
HPSR	=	Historic Property Survey Report	USFWS	=	U.S. Fish and Wildlife Service
			WD	=	Wetland Delineation

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- Environmental Impact Statement (Note: Engagement with participating agencies in accordance with 23 USC 139 required)
 - Compliance with 23 USC 139 regarding Participating Agencies required
- Complex Environmental Assessment
- Routine Environmental Assessment
- Categorical Exclusion without required technical studies.
- Categorical Exclusion with required technical studies
 - (if Categorical Exclusion is selected, check one of the following):
 - Section 23 USC 326
 - 23 CFR 771 activity (c)(8)27
 - 23 CFR 771 activity (d) (____)
 - Activity ____ listed in the Section 23 USC 326
 - Section 23 USC 327

F. Public Availability and Public Hearing

Check as applicable:

- Not Required
- Notice of Availability of Environmental Document
- Public Meeting
- Notice of Opportunity for a Public Hearing
- Public Hearing Required

- FOLLOW YOUR LOCAL HEARING PROCEDURES
 - PUBLIC DEMANDS PROJECT
 - CITY WILL HAVE PUBLIC OUTREACH FOR FEASIBILITY STUDY

G. Signatures

Local Agency Staff and/or Consultant Signature


 (Signature of Preparer)
 4/11/17
2/14/17
(Date)
415-485-3408
(Telephone No.)

Hunter Young
 (Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, according to the *Local Assistance Procedures Manual*, Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."


 (Signature of Local Agency)
 4/11/17
2/14/17
(Date)
415-485-3408
(Telephone No.)

THIRD ST AT HETHERTON ST SIGNAL MODIFICATION PROJECT

F.R. 04/11/17
HSIPL - 50413(040)

Caltrans District Professionally Qualified Staff (PQS) Signature

- Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).
- Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).
- Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
 - Records Search _____ _____ _____
- Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).
- The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

Kern

(Signature of Professionally Qualified Staff)

04/24/2017

(Date)

510-786-5580

(Telephone No.)

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

Hugo Ahumada
(Signature of Senior Environmental Planner or Designee)

04/28/17
(Date)

(510) 622-8790
(Telephone No.)

Hugo Ahumada
(Name)

Chien S. Wu
(Signature of District Local Assistance Engineer or Designee)

Apr 28, 2017
(Date)

510-286-5227
(Telephone No.)

Chien S. Wu
(Name)

HQ DEA Environmental Coordinator concurrence _____ . Email concurrence attached.
(date)

**Preliminary Environmental Investigation
 Notes to Support the Conclusions of the PES Form
 (May Also Include Continuation of Detailed Project Description)**

Brief Explanation of How Project Complies, or Will Comply with Applicable Federal Mandate (Part A):	
1.	No, future construction will not be required.
2.	No, it is not anticipated that this project will generate public controversy. The public has made it clear that pedestrian improvements as well as a second southbound right turn lane need to be built.
3.	No, this project will not change the vertical or horizontal alignment of the road, nor will it increase the number of through traffic lanes.
4.	No, the only noise would be caused during demolition of any existing concrete curb, gutter and sidewalk necessary to install the new improvements. No pile driving is to occur.
5.	Yes, the project is in a NAAQS non-attainment or maintenance area.
6.	TBD
7.	TBD
8.	N/A
9.	Yes, there is potential to encounter hazardous materials or waste. The project site is adjacent to the old Northwestern Pacific Railroad and the San Rafael Transit Center.
10.	No, there is a drainage channel running under Highway 101, which connects to the San Rafael Canal. No construction activity is proposed to occur within the limits of the creek and all improvements will be designed so that no impacts are proposed. All new drainage inlets, if any, will be connected to the existing City system.
11.	No, the project is not within a designated sole-source aquifer.
12.	No, the project is not on the coastline of California.
13.	Yes, the project is located within the 100 year floodplain.
14.	No, the project is not within or immediately adjacent to a Wild and Scenic River System.
15.	No, there is no potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area.
16.	No, this project does not have potential to directly or indirectly affect migratory birds, their nests, or eggs due to tree removal of trees with a trunk diameter of 3".
17.	No, there is no potential for wetlands to occur within or adjacent to the construction area.
18.	No, there is no potential for agricultural wetlands to occur within or adjacent to the construction area.
19.	No, there is no potential for the introduction or spread of invasive plant species.
20.	No, there are no publicly owned public parks, recreation areas, wildlife or waterfowl refuges within the project limits.
21.	No, the project does not have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act funds.
22.	No, the project does not have the potential to affect any visual or scenic resources.
23.	No, the project will not require the relocation of residential or business properties.
24.	No, the project will not require any acquisition of right-of-way. A portion of the project is within State right of way and will require a Caltrans encroachment permit.
25.	No, the project is not inconsistent with plans and goals adopted by the community.
26.	No, the project does not have the potential to divide or disrupt neighborhoods/communities.
27.	No, the project does not have the potential to disproportionately affect low-income and minority populations.

28.	No, the project does not require the relocation of any utilities. Any utility relocations identified during design will be completed by the utility owners as part of a separate project.
29.	No, the project does not have the potential to affect access to properties or roadways.
30.	No, there will be no changes in access to the State Highway System.
31.	No, the project will not require the use of a temporary road, detour, or ramp closure.
32.	No, the project will not reduce available on street parking before or after construction.
33.	Yes, the project will encroach on state lands. An encroachment permit will be required from Caltrans for work on Hetherton Street.
34.	No, the project will not convert any farmland to a different use or impact any farmlands.
35.	TBD by PQS. <u>However</u> , the City of San Rafael, at the request of Caltrans PQS, has completed an Extended Phase I (XPI) cultural resources study within the project limits for a different federally funded project (i.e. CML 5043 (036). The City request to use readily available information from the extensive environmental work completed for this previous project.
36.	No, the project is not adjacent to nor will it encroach on any Tribal Land.

Distribution 1) Original - DLAE, 2) Local Agency Project Manager, 3) DLA Environmental Coordinator

4) Senior Environmental Planner (or designee), 5) District PQS

Updated: 05/15/08

DETAILED PROJECT DESCRIPTION *(Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)*

This project will prepare improve both signal operations and pedestrian travel at this very busy intersection as it is located adjacent to the San Rafael Transit Center and SMART commuter rail station. Work will, if feasible, include the following elements:

Work will be limited to the 3rd/Hetherton intersection as well as Hetherton St (3rd to 4th Streets).

REDUCING EXISTING SIDEWALK

- Widen Hetherton St to the east by two feet and to the west by up to 10 feet to create sufficient room for a second, dedicated right turn lane from southbound Hetherton to westbound 3rd Street.
- Reconstruct all curb returns to install new ADA compliant curb ramps where roadway widening occurs or where traffic signal pole location requires.
- Relocate traffic signal controller cabinet, service equipment enclosure, signal poles as needed to accommodate the roadway widening.
- Install new traffic signal poles and conduit.
- Install new storm drain catch basins and pipe where needed.
- Reconstruct the sidewalk on Hetherton Street between 3rd Street and 4th Street as well as relocating pedestrian scale light poles and street trees if needed.
- Install roadway signage (i.e., either standard sign panel or electronic sign) to raise awareness of pedestrians crossing the street.
- Traffic signal timing changes, including the potential inclusion of a pedestrian only (ped scramble) phase.

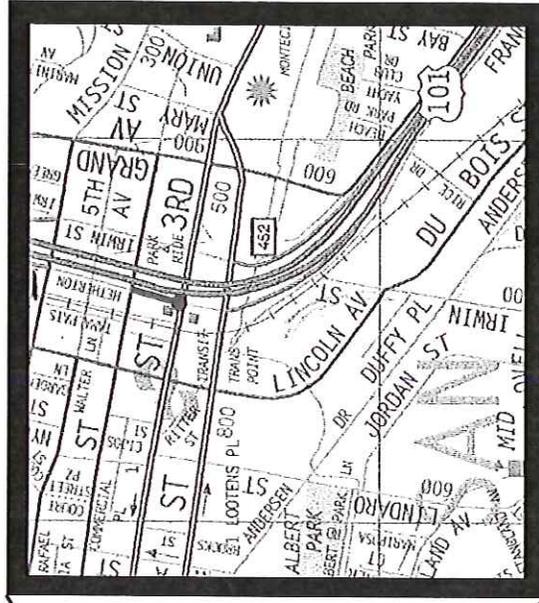
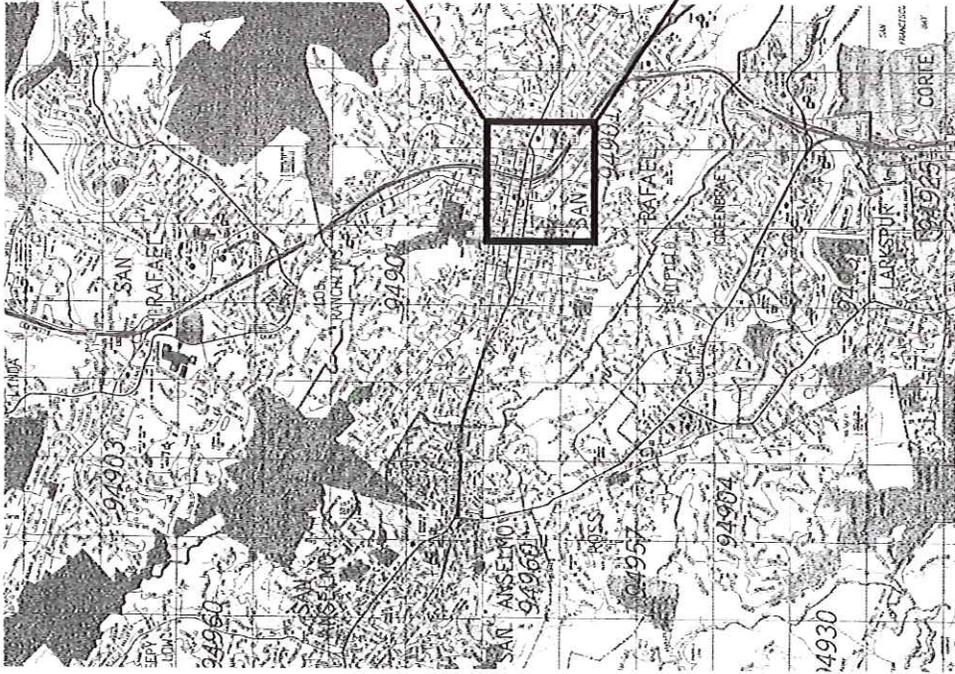
No right of way acquisition will be required as part of this project. A Caltrans encroachment permit will be required as part of the work.

Staging areas will be proposed by the construction contractor with City approval off site. No staging on Hetherton St will be permitted.

The construction contractor will dispose of all materials off-site and out of the public right of way. No disposal or borrow sites will be part of this project.

Access to and from the site for construction purposes will be via the local street network.

Detailed Project Description (Continued from Page 6-73):



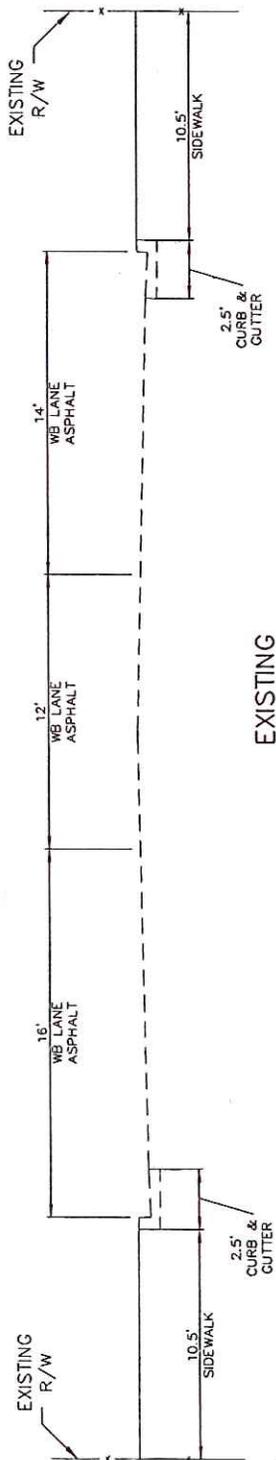
LEGEND

— PROJECT LOCATION

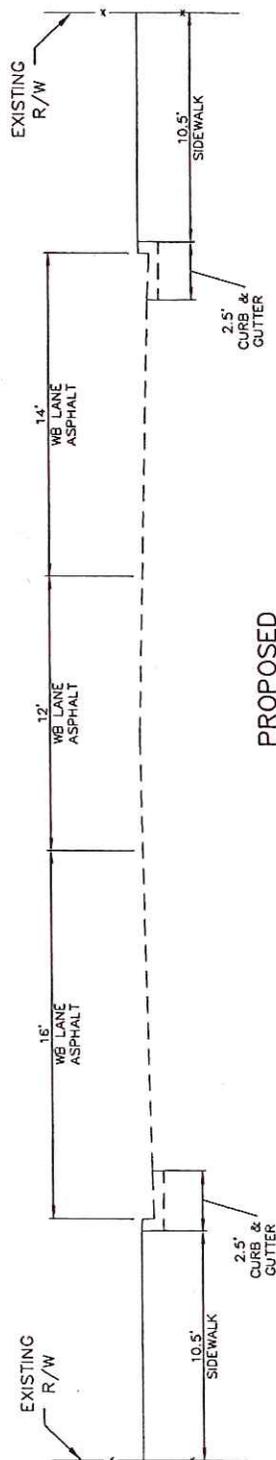
ATTACHMENT A: PROJECT LOCATION MAP
N.T.S.



CITY OF SAN RAFAEL
DEPARTMENT OF
PUBLIC WORKS



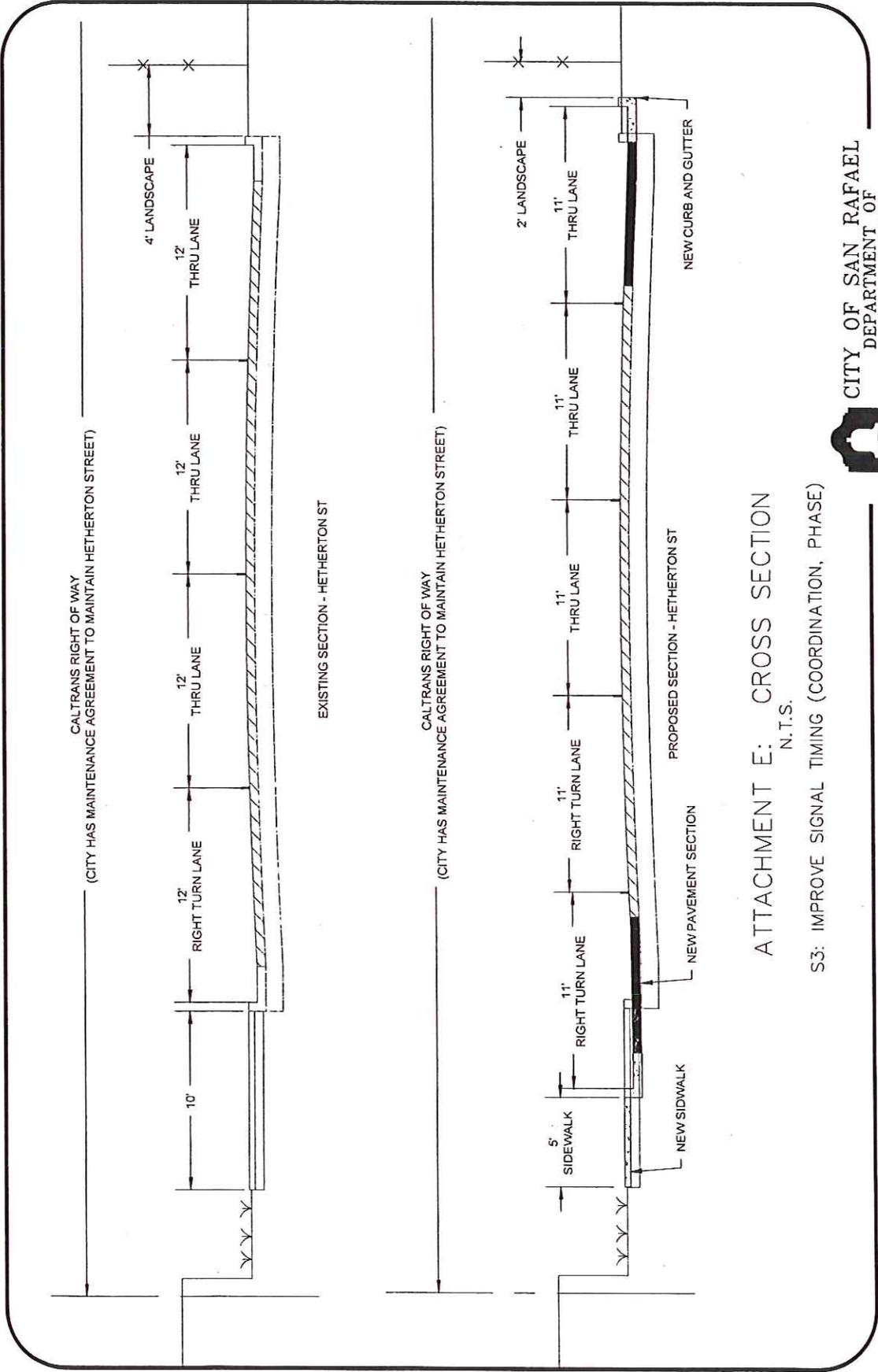
EXISTING



PROPOSED

TYPICAL ROADWAY SECTION
THIRD STREET

NOT TO SCALE



ATTACHMENT E: CROSS SECTION
N.T.S.

S3: IMPROVE SIGNAL TIMING (COORDINATION, PHASE)

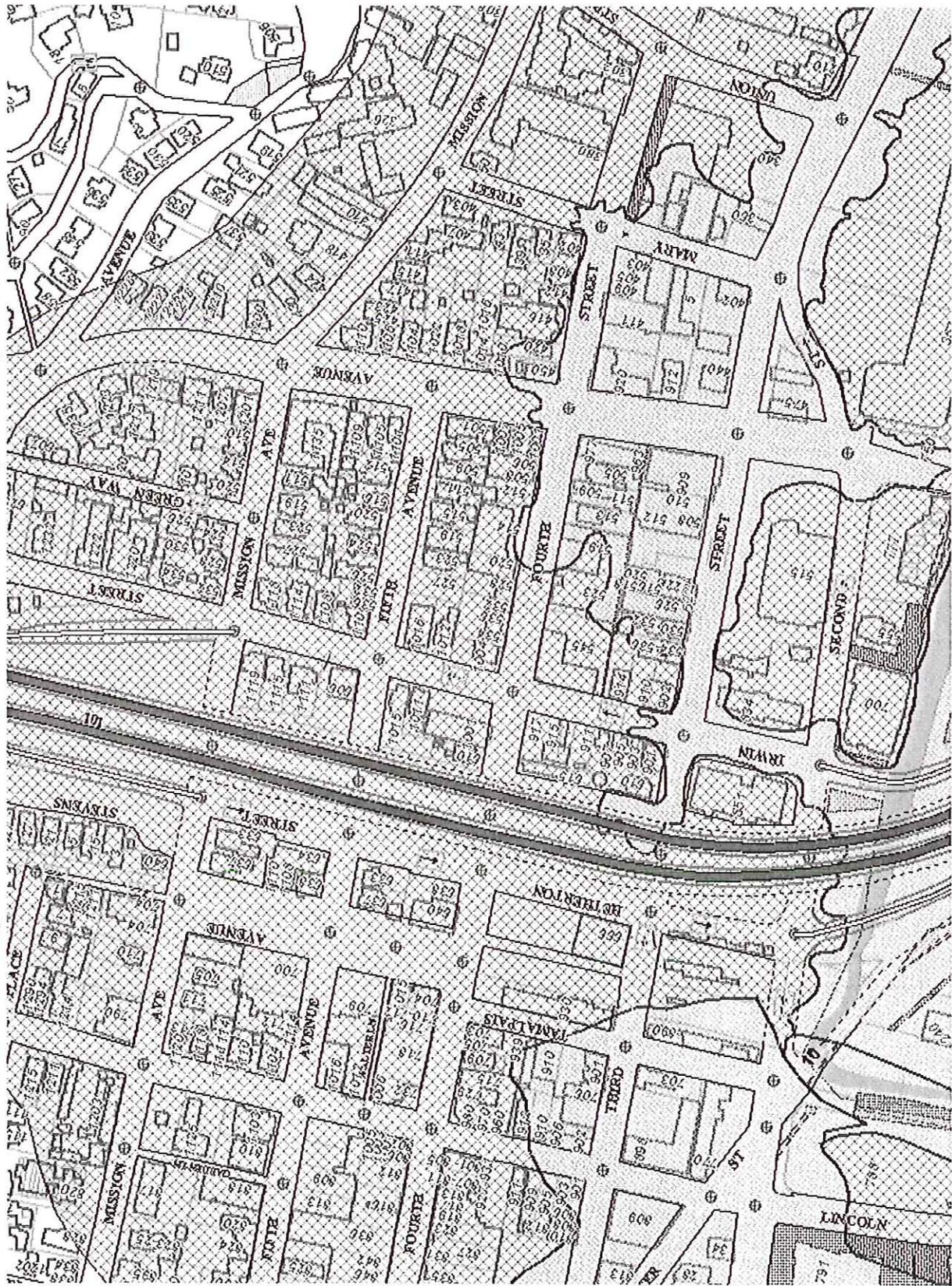


CITY OF SAN RAFAEL
DEPARTMENT OF
PUBLIC WORKS

Approved Project List for Highway Safety Improvement Program (HSIP) Cycle 8

Unique Project ID	Original Application ID	Caltrans District	Agency Name	MPO	Location of Work	Description of Work	Project Cost	Federal Funds
H8-04-016	04-Oakland-4	4	Oakland	MTC	High Street from San Leandro Street to I-580.	Construct crossing enhancements, signal placement improvements, and new pedestrian signal countdown heads.	\$ 2,097,300	\$ 1,580,570
H8-04-017	04-Oakland-5	4	Oakland	MTC	Intersections in Downtown Oakland in the area bounded by Broadway, 9th Street, Harrison Street, and 7th Street, and the intersection of 10th Street and Harrison Street.	Construct safety improvements at 13 intersections, including signal mast arms, vehicle/bicycle detection, accessible pedestrian signal upgrades, and other improvements.	\$ 629,400	\$ 527,040
H8-04-018	04-Oakland-6	4	Oakland	MTC	Twenty-seven (27) existing guardrails on roadways in the Oakland hills.	Upgrade existing guardrails.	\$ 1,198,500	\$ 1,003,570
H8-04-019	04-Palo Alto-1	4	Palo Alto	MTC	Page Mill Road between the City Limits (Mile Marker 0.0 to Mile Marker 4.5).	Improve curve superelevations and install new guardrails along several turns.	\$ 1,051,300	\$ 946,170
H8-04-020	04-Pittsburg-1	4	Pittsburg	MTC	Three intersections of Stoneman Avenue (at Meadowbrook Avenue, Meadowbrook Circle and Blaircliff).	Install pedestrian HAWK Signals, intersection striping/signage improvements, and two variable speed signs (at approaches to Stoneman Ave/Meadowbrook Ave).	\$ 880,000	\$ 880,000
H8-04-021	04-San Jose-1	4	San Jose	MTC	Senter Road between Story Road/Keyes Street and Singleton Road.	Install buffered bike lanes, a raised median island, fill in missing sidewalk, and general improvements to enhance safety, visibility, and calm vehicle speeds along the corridor.	\$ 4,042,600	\$ 3,638,340
H8-04-022	04-San Jose-2	4	San Jose	MTC	White Road between Penitencia Creek Road and Rose Avenue.	Install buffered bike lanes, enhanced crosswalks, flashing beacons, additional streetlights, and general improvements to enhance safety, visibility, and calm vehicle speeds along the corridor.	\$ 1,359,400	\$ 1,223,460
H8-04-023	04-San Leandro-1	4	San Leandro	MTC	The intersection of East 14th Street (SR 185) and Joaquin Avenue.	Upgrade the existing aged traffic signal equipment, including adding a scramble pedestrian crosswalk with a dedicated pedestrian signal phase, adding accessible pedestrian signals, and improving signing, striping, and curb ramps.	\$ 372,500	\$ 335,250
H8-04-024	04-San Leandro-2	4	San Leandro	MTC	The intersection of East 14th Street (SR 185) and 144th Avenue.	Install pedestrian activated or HAWK signal with Accessible Pedestrian Signal Equipment; improve street lighting and signing & striping for crosswalks; and upgrade disabled curb ramps.	\$ 204,700	\$ 184,230
H8-04-025	04-San Rafael-1	4	San Rafael	MTC	The intersection of Third Street and Hetherton Street.	Traffic signal modification for the installation of signal mast arms; widening to accommodate an additional right turn lane, ADA compliant curb ramps, traffic phasing to include an exclusive pedestrian phase and striping improvements.	\$ 583,900	\$ 583,900
H8-04-026	04-Santa Rosa-1	4	Santa Rosa	MTC	Thirty five (35) signalized intersections.	Retrofit and upgrade thirty five (35) Protected/Permissive signalized intersections with Flashing Yellow Left Turn Arrow displays to meet the current MUTCD/CALUTCD Standards.	\$ 994,000	\$ 994,000
H8-04-027	04-Solano County-1	4	Solano County	MTC	Various locations.	Upgrade existing painted edge lines and centerlines to thermoplastic with raised pavement markers (RPMs) and thermoplastic markings for stop signs.	\$ 2,029,800	\$ 2,029,800
H8-04-028	04-Solano County-2	4	Solano County	MTC	Various locations.	Install new guardrail and upgrade existing guardrail.	\$ 529,900	\$ 529,900
H8-04-029	04-Sonoma County-1	4	Sonoma County	MTC	Lakeville Road between State Route 116 and State Route 37.	Install new longitudinal center line and edge line rumble strips; and upgrade existing striping for enhanced wet night visibility.	\$ 912,100	\$ 912,100
H8-04-030	04-South San Francisco-1	4	South San Francisco	MTC	Intersection of Spruce Avenue at Commercial Avenue.	Install new traffic signal with pedestrian countdown timers and accompanying ADA curb ramps.	\$ 524,000	\$ 444,000
H8-04-031	04-Sunnyvale-1	4	Sunnyvale	MTC	Various locations.	Provide advance dilemma zone detection.	\$ 844,800	\$ 844,800

Figure 1: Downtown San Rafael Floodplain Map



- 100 Year Flood Zones
- Zone X (shaded)
- 100 Year Flood Zone

Visual Impact Assessment (VIA) Guide 3rd/Hetherton Signal Modification

The following questions, and subsequent score should be used as a guide to determine the level of detail required for a VIA. It is helpful in estimating the probable visual impacts a proposed project may have on the environment. This checklist is meant to assist the writer of the visual study in understanding the degree and breadth of the possible visual issues. The goal is to develop a suitable document strategy that is thorough, efficient and defensible.

Consider each of the ten questions below and select the response that most closely applies to the project in question. Each response has a corresponding point value. After the checklist is completed the total score will represent the type of VIA document suitable for the project.

It is important that this scoring system be used as a preliminary guide only and should not be used as a substitute for objective analysis on the part of the user. Although the collective score may direct the user toward a certain level of analysis document, circumstances associated with any one of the ten question-areas may necessitate elevating the VIA to a greater level of detail.

Change to the Visual Environment

1. Will the project result in a noticeable change in the physical characteristics of the existing environment?

No, the work includes installation of underground conduit and wires. Civil improvements may include roadway widening and construction of new sidewalk. None of these improvements will create a noticeable change in the physical characteristics of the existing environment.

High level of change (3) Moderate level of change (2) Low level of change (1)

2. Will the project complement or contrast with the visual character desired by the community?

The project will complement the visual character desired by the community. No visual contrast will occur since much of the project includes installation of underground conduit and replacement of old traffic signal poles.

Highly incompatible (3) Somewhat incompatible (2) Somewhat compatible (1)

3. What types of project features and construction impacts are proposed? Are bridge structures, large excavations, sound barriers, or median planting removal proposed?

None of the above mentioned construction impacts will occur as a result of this project. No structures are to be altered as part of the construction. The excavation footprint will be minimal where traffic signal poles will be relocated. No sound barriers are to be constructed and no median planting will be removed or altered.

High concern (3) Moderate concern (2) Low concern (1)

4. Will the project changes likely be mitigated by normal means such as landscaping and architectural enhancement or will avoidance measures be necessary to minimize adverse change?

Where modification to the existing storm drain system is necessary, the City will install filter fabric around catch basins and storm drains to eliminate waste from entering the storm drain system. No permanent mitigations are required as the final use will be identical to existing.

Project alternative may be needed (3) Extensive mitigation likely (2) **Normal mitigation (1)**

5. Will this project, when seen collectively with other projects, result in an aggregate adverse change in overall visual quality or character?

No, this project will not result in an aggregate adverse change in overall visual quality or character.

Impacts likely in 0-5 years (3) Impacts likely in 6-10 years (2) **Cumulative Impacts unlikely (1)**

Viewer Sensitivity

1. *What is the potential that the project proposal may be controversial within the community, or opposed by any organized group?*

The potential for controversy is minimal. The community is in support of this project, which will improve traffic operations and increase the safety for pedestrians, bicyclists, and motorists using this intersection.

High Potential (3) Moderate Potential (2) **Low Potential (1)**

2. *How sensitive are potential viewer-groups likely to be regarding visible changes proposed by the project?*

There will be minor visible changes proposed by the project; therefore, there is very little chance of any sensitivity by potential viewer-groups.

High Sensitivity (3) Moderate Sensitivity (2) **Low Sensitivity (1)**

3. *To what degree does the project appear to be consistent with applicable laws, ordinances, regulations, policies or standards?*

The proposed project is fully consistent with all applicable laws, ordinance, regulations, policies and standards.

Incompatible (3) Moderately compatible (2) **Largely compatible (1)**

4. *Are any permits going to be required by outside regulatory agencies (i.e., Federal, State, or local) that will necessitate a particular level of Visual Impact Assessment?*

No, no permits will be required that will necessitate a particular level of Visual Impact Assessment. A Caltrans encroachment permit will be required for this project, but should not necessitate a Visual Impact Assessment.

Yes (3)

Maybe (2)

No (1)

5. *Will the Project Development Team or public benefit from a more detailed visual analysis in order to help reach consensus on a course of action?*

There would be no benefit of a more detailed visual analysis as the project will reconstruct existing curb ramps, widen sidewalk, relocate existing traffic signal poles and install underground conduit.

Yes (3)

Maybe (2)

No (1)

Determining the Type of Visual Impact Assessment Required

The total score will indicate the general level of Visual Impact Assessment that should be performed for the project. Once the level of recommended assessment is identified, the user should double-check the results by comparing each of the ten question-areas to the total score in order to confirm that the level of document appears sufficient and reasonable in each case.

Score 25-30 – Prior to preparing a VIA, a formal visual scoping study that meets or exceeds FHWA requirements is recommended to alert the Project Development Team to potential highly adverse impacts and to develop new project alternatives to avoid those impacts.

Score 20-24 – A fully developed VIA, that meets or exceeds FHWA requirements, is recommended. This technical study will likely receive extensive public review.

Score 15-19 – An abbreviated VIA would be appropriate in this case. The assessment would describe project features, impacts and mitigation requirements. Visual simulations would be optional.

Score 10-14 – A brief Visual assessment in memo form would likely be sufficient.

Project Score = 10



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Sacramento Fish and Wildlife Office
FEDERAL BUILDING, 2800 COTTAGE WAY, ROOM W-2605
SACRAMENTO, CA 95825
PHONE: (916)414-6600 FAX: (916)414-6713

Consultation Code: 08ESMF00-2017-SLI-1438

March 15, 2017

Event Code: 08ESMF00-2017-E-03556

Project Name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, under the jurisdiction of the U.S. Fish and Wildlife Service (Service) that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Please follow the link below to see if your proposed project has the potential to affect other species or their habitats under the jurisdiction of the National Marine Fisheries Service:

http://www.nwr.noaa.gov/protected_species/species_list/species_lists.html

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2)

of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment



United States Department of Interior
Fish and Wildlife Service

Project name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

Official Species List

Provided by:

Sacramento Fish and Wildlife Office
FEDERAL BUILDING
2800 COTTAGE WAY, ROOM W-2605
SACRAMENTO, CA 95825
(916) 414-6600

Consultation Code: 08ESMF00-2017-SLI-1438

Event Code: 08ESMF00-2017-E-03556

Project Type: TRANSPORTATION

Project Name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

Project Description: Location: 3rd/Hetherton

Size: From the center of the intersection: 3rd St 200 feet east and west; on Hetherton St, 200 feet south and 500 feet to the north

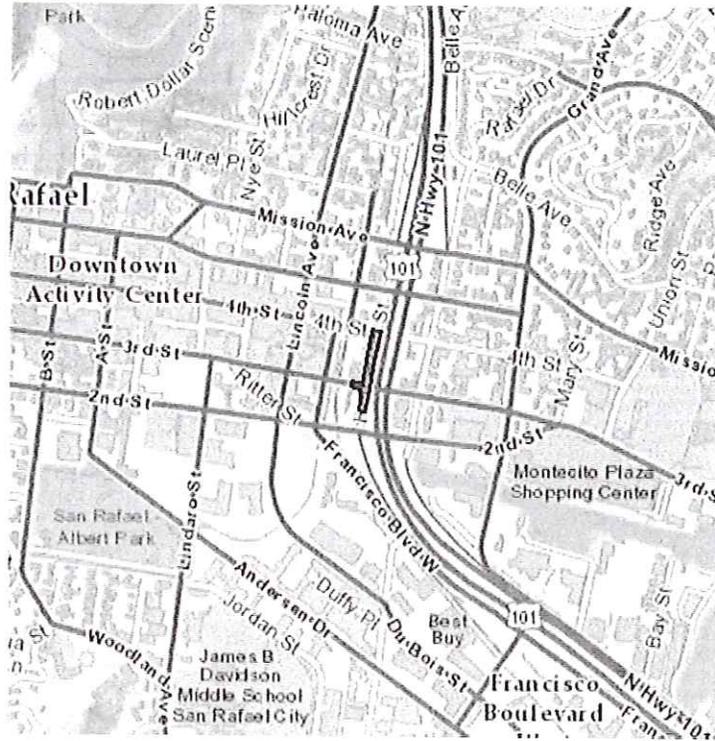
Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.



United States Department of Interior
Fish and Wildlife Service

Project name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-122.52185404300691 37.97241541855854, -122.52206325531007 37.97165422905589, -122.52209275960924 37.971404726334704, -122.52223223447801 37.97096069397073, -122.5223717093468 37.97098395287551, -122.52231270074846 37.97136032321917, -122.52254337072374 37.971413184067956, -122.52252727746966 37.97149987577757, -122.52229124307634 37.971480845898874, -122.52204179763795 37.97244290580957, -122.52185404300691 37.97241541855854)))

Project Counties: Marin, CA



United States Department of Interior
Fish and Wildlife Service

Project name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

Endangered Species Act Species List

There are a total of 18 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Amphibians	Status	Has Critical Habitat	Condition(s)
California red-legged frog (<i>Rana draytonii</i>) Population: Wherever found	Threatened	Final designated	
Birds			
California Clapper rail (<i>Rallus longirostris obsoletus</i>) Population: Wherever found	Endangered		
California Least tern (<i>Sterna antillarum browni</i>) Population: Wherever found	Endangered		
Marbled murrelet (<i>Brachyramphus marmoratus</i>) Population: U.S.A. (CA, OR, WA)	Threatened	Final designated	
Northern Spotted owl (<i>Strix occidentalis caurina</i>) Population: Wherever found	Threatened	Final designated	
Short-Tailed albatross (<i>Phoebastria (=diomedea) albatrus</i>) Population: Wherever found	Endangered		



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Project name: 3rd/Hetherton Signal Modification - HSIP 5043 (040)

western snowy plover (<i>Charadrius nivosus ssp. nivosus</i>) Population: Pacific Coast population DPS- U.S.A. (CA, OR, WA), Mexico (within 50 miles of Pacific coast)	Threatened	Final designated	
Fishes			
Delta smelt (<i>Hypomesus transpacificus</i>) Population: Wherever found	Threatened	Final designated	
steelhead (<i>Oncorhynchus (=salmo) mykiss</i>) Population: Northern California DPS	Threatened	Final designated	
Tidewater goby (<i>Eucyclogobius newberryi</i>) Population: Wherever found	Endangered	Final designated	
Flowering Plants			
Marin dwarf-flax (<i>Hesperolinon congestum</i>) Population: Wherever found	Threatened		
Santa Cruz tarplant (<i>Holocarpha macradenia</i>) Population: Wherever found	Threatened	Final designated	
Showy Indian clover (<i>Trifolium amoenum</i>) Population: Wherever found	Endangered		
White-Rayed pentachaeta (<i>Pentachaeta bellidiflora</i>) Population: Wherever found	Endangered		
Insects			



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Mission Blue butterfly (<i>Icaricia icarioides missionensis</i>) Population: Wherever found	Endangered		
Myrtle's Silverspot butterfly (<i>Speyeria zerene myrtleae</i>) Population: Wherever found	Endangered		
San Bruno Elfin butterfly (<i>Callophrys mossii bayensis</i>) Population: Wherever found	Endangered		
Mammals			
Salt Marsh Harvest mouse (<i>Reithrodontomys raviventris</i>) Population: wherever found	Endangered		



United States Department of Interior
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Critical habitats that lie within your project area

There are no critical habitats within your project area.