



City of San Juan Capistrano

**ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES OF
THE LA NOVIA AVENUE BRIDGE REPLACEMENT OVER SAN
JUAN CREEK**

REQUEST FOR PROPOSALS (RFP)

Issued: October 21, 2024 / **Due:** December 4, 2024 by 4:00 p.m. PST

RFP Summary	
RFP Title:	Environmental and Engineering Design Services for La Novia Avenue Bridge Replacement Over San Juan Creek
Scope of Work:	See Section I-4 (Scope of Work)
RFP Submittal Instructions:	Interested Consultants shall make two submissions: Submit to the City of San Juan Capistrano: Three (3) hard copies of the Proposal; One (1) hard copy of the Cost Proposal in a <u>separate</u> sealed envelope. Submit via PlanetBids: One (1) PDF copy of the Proposal through the City's electronic procurement system (PlanetBids) Late Proposals shall not be accepted.
RFP Due Date:	December 4, 2024, by 4:00 p.m. PST
RFP Submittal Requirements:	Your Proposal must include the information described in Section III (Proposal Form and Content) of this RFP. Consultant Proposals will be considered non-responsive if the Proposal does not provide all the information requested in Section III.
Prior to Award of Agreement:	The successful Consultant must submit a Certificate of Insurance and related endorsements that meet the City's criteria as described in the draft Agreement (Attachment "A" of this RFP).
RFP Questions:	Questions regarding this RFP must be submitted through the City's electronic procurement system (PlanetBids). The deadline to submit questions is November 7, 2024, by 12:01 p.m. PDT.
City Contact / Project Manager:	George Alvarez Project Manager City of San Juan Capistrano Phone: (949) 443-6351 Email: galvarez@sanjuancapistrano.org

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SECTION I – PROJECT INFORMATION

I-1. PROJECT BACKGROUND

The City of San Juan Capistrano (“City”) is requesting Proposals from qualified consultants to provide professional services resulting in the completion of the required Project Approval and Environmental Documentation (PAED), including preliminary engineering, and final Plans, Specifications and Engineering (PS&E) for the La Novia Avenue Bridge Replacement project over San Juan Creek. The project also includes the roadway widening from San Juan Creek Road and Calle Arroyo (“Project”). This solicitation is for both the PAED and PS&E work. The first phase, which is fully funded, will include the completion of the PAED for the Project. The second phase will include the completion of the PS&E at which time, the successful Consultant will provide a more detailed scope and fee before starting this phase. The City reserves the right to cancel services for the second phase due to budget or other concerns. The City will amend the contract to include the second phase once scope and fees have been accepted. The selected firm shall furnish all expertise, labor, and resources to provide complete services necessary to fulfill the requirements for the specified work detailed within this RFP. Any changes to this RFP shall only be made by written Addenda.

La Novia Avenue, between San Juan Creek Road and Calle Arroyo, is a primary north/south arterial roadway within the city. La Novia Avenue serves a vital arterial highway for traffic circulation and connectivity within the city. La Novia Avenue is a four-lane facility between Ortega Highway and Calle Arroyo, and between San Juan Creek Road and Via Entrada. La Novia Avenue narrows through project area, from Calle Arroyo to San Juan Creek Road to a two-lane roadway with 13-foot-wide lanes. A concrete sidewalk exists on the west side only from Calle Arroyo to the bridge that is adjacent to Cook La Novia Park. On the east side, an asphalt multi-use trail provides connectivity on each side of the bridge. The sidewalk on the east side of the bridge is narrow that is not compliant with ADA requirements for path of travel.

The corridor has a posted speed limit of 35 mph between Ortega Highway and San Juan Creek Road. The posted speed limit south of San Juan Creek Road is 40 mph.

The existing La Novia Bridge over San Juan Creek was constructed in 1957 as a three-span (68-foot, 90-foot, 68-foot) cast-in-place (CIP) reinforced concrete (RC) structure with a 5-foot-deep girder. The girders are supported on reinforced concrete pier walls and open-end diaphragm type abutments with monolithic wing walls.

In September 2024, a feasibility study for the La Novia Avenue Bridge over San Juan Creek was conducted. A copy of the study is attached as Exhibit 1. The purpose of the study was to determine if the existing bridge could be widened to a four-lane facility or replaced. Based on the study’s findings, the report recommends that the existing bridge

be replaced with a four-lane facility and median with the following improvements:

- Sidewalk on the east and west side of La Novia Avenue, providing continuous access across the San Juan Creek and connecting Cook La Novia and Windmill Parks.
- Connect the Class 1 bike path/multi-use trail along the east side of La Novia Avenue to the path on the west of La Novia parallel to San Juan Creek Road.
- Evaluate the feasibility of an equestrian trail along the east side of La Novia Avenue to connect the San Juan Creek Trail to the Arroyo Trail
- Provide a new Hawk signal to facilitate the crossing of La Novia Avenue at the Arroyo Trail crossing.

The successful completion of this PAED phase will allow the City to subsequently proceed with the work effort for the Plans, Specifications, Estimate (PSE) and Right of Way acquisition, if any. All work products of this PAED and/or PS&E phase shall become the property of the City of San Juan Capistrano, and the Consultant shall release all claims to said work product upon completion of the Scope of Work herein.

The PAED phase is funded with Federal earmark funds and Capistrano Circulation Fee Program funds. The City was successful in receiving funds under the Community Project Funding/Congressionally Directed Spending (CPFCDs) from Congress Mike Levin (CA-49) for the PAED phase. The City's related and future PS&E and Construction phases will be funded with Federal, State and Local funds. Therefore, all procurement of professional services and construction work, including this PAED and PS&E services, shall conform to both Federal and State requirements. The Consultant Selection Process will be consistent with Caltrans Local Assistance Procedure Manual, Chapter 10, Consultant Selection. Should an award of agreement be made, the selected consultant will enter into the City's standard Professional Services Agreement, as amended to include all related Federal regulations, to provide the proposed services.

The DBE goal under this solicitation is 19%. Consultants invited to submit a Proposal are required to achieve the DBE goal established here – See Attachment C for more details.

I-2. CITY BACKGROUND

The City of San Juan Capistrano, nestled in south Orange County, is a city rich with historical charm and cultural heritage. Beyond its historical landmark, San Juan Capistrano boasts a quaint downtown area filled with artisan shops, local eateries, and Mission San Juan Capistrano. The surrounding rolling hills add a scenic backdrop, making it not only a site of historical interest but also a serene escape for outdoor enthusiasts particularly equestrians, and those who appreciate the tranquility of a small town steeped in history.

I-3. PROJECT GOALS

The completion of the PAED and preliminary engineering shall support the PSE phase of this project, ultimately leading to the completion of construction of the Project. "). As previously noted, the first phase will include the completion of the PAED for the Project. The second phase will include the completion of the PS&E.at which time, the successful Consultant under contract for the PAED phase will provide a more detailed scope and fee for the PS&E scope. The City reserves the right to cancel services for the second phase due to budget or other concerns. The City will amend the contract to include the second phase once scope and fees have been accepted.

Phase 1: The PAED shall attain the following goals:

- Define the environmental study area and complete necessary environmental analysis.
- Comply with Chapter 6 of the Caltrans Local Assistance Procedure Manual leading to Project NEPA clearance and Project approval by the District Local Assistance Engineer.
- Comply with City of San Juan Capistrano planning requirements for environmental clearance as defined in the "2024 Local Guidelines for Implementing the California Environmental Quality Act", including the Environmental Checklist Form, resulting in Project CEQA clearance and Project approval by the Community Development Services Director and City Council.
- Engage and solicit input from community stakeholders.
- Complete topographic survey, base maps and preliminary engineering for the Project necessary for all phases of this Project.
- Enhance Active Transportation options, incorporate local and regional bikeway planning and connectivity into the Project limits, and develop a comprehensive understanding of, and solution to, pedestrian and equestrian needs and connectivity within the Project limits.

Phase 2: The PS&E shall attain the following goals:

- Complete PS&E based on the PAED approved under Phase 1.
- Provide ROW engineering and acquisition services as maybe required based on the results of Phase 1.

I-4. SCOPE OF WORK

Qualified Consultants must have experience with and have completed multiple PAED projects including preliminary engineering and final PS&E. The following tasks and deliverables are required. Consultant may offer additional services in furtherance of the goals of this Project; this should be identified in their scope.

PHASE 1: PAED

Task 1: Project Management

Provide project management for the entire duration of the Project and coordinate with the City and other key stakeholders. The Consultant shall conduct a project kick-off meeting with the City designated Project Manager and City staff (Engineering and Environment Services, and Development Services). At the kick-off meeting, key members will be introduced, and the following will be discussed: scope of work, project approach, work plan, deliverables, schedule, public outreach plan, and additional requests for information.

The Consultant shall conduct monthly progress meetings with the Project Manager and City staff. The Consultant will schedule these meetings and provide meeting minutes within 5 calendar days of the meeting conclusion for all participants. The consultant should expect to hold the kickoff meeting within 30-days of the awarding of the Agreement. This task shall also include attendance and presentation at two (2) Planning Commission Meeting and one (1) City Council Meeting for final Project presentation and approval.

The Consultant shall provide a robust project controls and financial management system to keep the project on schedule and budget, to the City's satisfaction.

The PAED phase shall be completed in an expeditious timeframe with a goal of completion in a nine-month period, post issuance of the Notice to Proceed to the Consultant and shall:

Prepare a project schedule, define the project critical path, define activities, durations, primary and secondary activities.

Monitor and prepare updates of the project schedule as requested by the City.

Deliverables:

- 1) *Project scope, schedule and controls.*
- 2) *Project kick-off and progress meeting agendas, meeting materials, and meeting notes.*
- 3) *Prepare, attend, and present at Planning Commission and City Council meetings*
- 4) *Additional data/information request; informational materials (e.g., handouts, exhibits, data tables, etc.) for the meetings listed above.*
- 5) *Provide electronic and (5) hard copies final report.*
- 6) *AutoCAD files for designs*

Task 2: Preliminary Engineering

- a) Research & Review Available Data - Consultant will compile and review all related records and documents from the City as are available. Document research to include the County, City, utility, and other pertinent record holders (if any). Records should include existing street, signal, storm drain, gas, electric, communications, sewer, and water main improvement plans, traffic volume data, topographic data maps, geotechnical reports, environmental reports, street and utility plans, subdivision maps, survey centerline and private property monument data, and other pertinent information.

Deliverables:

- 1) A compilation of all findings.*
- 2) All records submitted to the City upon Project completion.*

- b) Utility Research & Notification - Consultant will conduct a detailed local utility investigation to confirm the most recent contacts for all affected utilities and cross-reference the findings with any information provided by the City. Each company will be initially contacted with a first utility notice letter to inform them of the upcoming project and request information pertaining to their utilities such as verification of the sizes, depths, and locations of their underground and aboveground lines, facilities, and substructures within the project vicinity. Once the requested information is received from the utility owners, the consultant will cross-check the plotted locations with field review information to ensure the existing utility lines are shown in their proper locations. The compiled information will be integrated into the preliminary engineering plans and provided to all affected utility owners with the second utility notification letter seeking confirmation of utility information.

Consultant shall hold at least one group utility owners meeting to confirm everyone's understanding of the project and that all data has been collected. Consultant shall ensure that the PAED is compatible with all utilities to be impacted or otherwise modified within the project area. Consultant will meet with the affected utility owners throughout the development of the PAED as needed. If it is determined upon completing the PAED that the utility research data gathered is not sufficient to accurately determine the locations of the utilities or there is a concern that conflicts may exist that require field excavation verification, the recommendation will be made for utility potholing to be conducted prior to construction. Consultant shall develop a Risk Register for the utility and related project issues.

Deliverables:

- 1) Figures/Maps Documenting Research Results.*
- 2) Contact Letters/Correspondence.*
- 3) First Utility Contact Letter.*
- 4) Utility Summary Conflict Exhibit.*
- 5) Summary (or checklist) Summarizing Research Source and Findings.*
- 6) A Risk Register.*
- 7) Minutes of the group utility owner meeting(s).*

- c) Topographic Survey – Consultant will perform a Topographic Survey of the entire Project area through a combination of field survey and aerial photogrammetry meeting design level survey standards and based on USGS NAD83 and NAVD88 datums. Survey cross-sections are optional at this stage of this Project but shall be offered as an available service. The consultant shall establish a survey ground control for aerial photogrammetry and topography and future use. Survey data should extend outside of Project limits at a sufficient distance to plot joins to existing improvements. The consultant shall confirm the limits of the aerial topographic mapping with City prior to performing this task.

All surveys are to be performed according to the current Caltrans Surveys Manual, the California Spatial Reference Network and the Orange County Surveyor standards. Work not covered by the manuals shall be performed in accordance with accepted professional surveying standards as typically approved by Caltrans. Mapping shall be developed in accordance with the current Caltrans surveying standards and the standards of the Orange County Surveyor. Survey information shall use latest state plane coordinates and elevations for future use during final design. Assumed coordinates and elevations shall not be used.

Deliverables:

- 1) *One Reproducible Original of the Aerial Topographic Base Map.*
- 2) *Electronic File of the Aerial Topographic Base Map.*
- 3) *Digital Orthophoto TIFF file(s).*
- 4) *Survey control datum.*
- 5) *Optional cross-section survey.*

- d) Site Evaluation - Consultant will schedule a site inspection and evaluation. Consultant will verify records drawings and data, evaluate pavement and concrete infrastructure conditions, identify proposed improvements and requirements for private property improvements, and inventory existing manholes, valves, pull boxes, survey monuments, roadway signage, existing pavement markings and other surface features. Street level photographs should also be taken of key project areas.
- e) Environmental Study Area – Consultant shall work with City Staff to define the Environmental Study Area (ESA) and complete the necessary NEPA and CEQA documents. The Consultant shall perform environmental evaluations of all potential environmental impacts of the Project. Should the ESA be adjusted, Consultant shall perform the additional environmental clearance studies without further consideration or compensation.

Deliverables:

- 1) *Record of ESA determination.*
- 2) *Mapping of ESA.*

- f) Geotechnical Investigation –The Consultant shall conduct a geotechnical investigation of the proposed limits of the project as necessary to complete the PAED and to make preliminary recommendations of construction solutions for the successful completion of the Project.

Deliverables:

- 1) *Geotechnical Report as a part of the PAED.*

- g) Alternatives Analysis – Consultant shall consider alternatives to the project and within the project for the environmental assessment. Additionally, Consultant shall present at least three alternative project configurations meeting the intentions of the project and perform a cost-benefit analysis and risk analysis of each project alternative. Following public outreach and consultations with stakeholders, identify the project preferred alternative.

Deliverables:

- 1) *Alternatives.*
- 2) *Cost-benefit analysis.*
- 3) *Risk analysis.*

- h) Prepare Preliminary Design Plans – Consultant shall perform the following:

- 1) Create Design Base Sheets - Consultant will provide base sheets that are prepared through the compilation of the researched records, aerial photographs, topographic survey data, site visit findings, and utility records obtained from plans from utility companies. All plans shall be developed at 1" = 40' scale using the latest AutoCAD Civil 3D software and drafted using conventional line style and text annotation stored as a separate layer and meeting the standards of the City of San Juan Capistrano. The Base Sheets shall match the perimeter of the Environmental Analysis Area as needed for the PAED, NEPA clearance and CEQA clearance. Base sheets shall be 24" by 36" in size. The AutoCAD files will be furnished to and become property of the City.
- 2) Develop 35% Design Plans for the preferred alternative – Utilizing the Base Sheets, prepare the preliminary engineering plans for the Project in accordance with the Caltrans Highway Design Manual, California Manual of Uniform Traffic Control Devices; Standard Specifications for Public Works Construction (Green Book); Greenbook Standard Plans; Orange County Standard Plans and City Codes and Standards. Efforts under this task shall include but not be limited to: (1) preliminary geometric plans and profiles; (2) existing utility information; (3) hydrology studies and hydraulic analysis as needed to identify the need for changes to or additional drainage facilities; (4) traffic control; and (5) water quality management plans/compliance with NPDES. Information shown on the plans shall include: (1) assessor parcel numbers; (2) high risk and low risk utilities; (3) existing and proposed right-of-way lines; (4) limits of access control; (5) property ingress modifications; (6) project limits; (7) mobility configurations; (8) bicycle, pedestrian and equestrian facilities (9) geotechnical recommendations/grading plans; and (10) local roadway modifications.

The Consultant shall verify the proposed improvements can be constructed within the existing or proposed roadway right of way. The Consultant shall also identify any modifications to existing improvements required to construct the Project.

In addition to the preliminary engineering plans, photo-simulations and easy to read concept plans shall be created as a part of these tasks. These will be intended for use at the public meetings and should be easy to read and visualize the proposed alternatives. A “fly-by” presentation shall also be provided.

State and local governments, regardless of whether they receive federal financial assistance, are required to comply with federal 2010 ADA Standards, Title 24 of the California Code of Regulations (which contains California building regulations), or local code, whichever provides the greatest access. Private-funded improvements within the public Right of Way are also required to comply with the federal 2010 ADA Standards or with Title 24, whichever code offers the greatest access or protection to individuals with disabilities. All new and altered pedestrian facilities such as, but not limited to sidewalks, crosswalks, pedestrian overpasses, underpasses, and ramps must be made accessible to persons with disabilities in accordance with federal and state accessibility standards on all federal-aid projects.

- 1) Right of Way. Identify the necessary or probable right of way acquisition needs to allow for construction of the project.
- 2) Probable Construction Cost Estimates – Consultant will assess viable design alternatives and identify their probable construction cost estimates, considering the current cost environment and the expectation the project will not begin construction for up to 30 months. Consultant will assess construction costs, utility relocation costs, right of way acquisition costs and impacts to residents and businesses associated with each design option and develop an accurate cost-benefit analysis for any alternatives.

Deliverables:

- 1) *Preliminary geometric plans and profiles.*
- 2) *Exhibits supporting the constructability of the project.*
- 3) *Presentation materials for community and stakeholder outreach meetings.*
- 4) *Photo simulations (assume 3) and “fly-by” presentation.*
- 5) *Probable Construction cost estimates.*
- 6) *Right of way acquisition costs.*

Task 3: Community Engagement

Stakeholder engagement is critical to the success of this Project. The Consultant shall utilize relevant and comprehensive strategies to receive feedback from as many residents in the community as feasible. It is expected the Consultant will have an ongoing dialogue with the stakeholders for the duration of the Project. The Consultant shall lead all community engagement events required in this RFP in consultation with the City’s Community Relations Consultant.

The Consultant shall propose a Public Outreach Plan that includes at least three events and a schedule to accomplish the community engagement tasks. The Proposal shall state which events are proposed to be virtual. The Public Outreach Plan shall include a strategy to inform the community of the Project (see the City’s website for currently provided information), provide regular updates, and offer channels for participation and feedback.

Consultant shall provide a hosted two-way communication portal for public input and response. Consultant shall carefully document all public feedback and response thereto. Strategies may include providing content for a Project website, hard copy mailings, social media posts, etc. The Public Outreach Plan shall include multiple methods of communication to ensure participation from stakeholders. Consultant shall submit all public outreach material to the City for approval before its release. The City will assist with mailings (if any) and placing materials on the City's website.

Deliverables:

- 1) *Community and stakeholder outreach plan.*
- 2) *Community and stakeholder outreach implementation – documentation of two-way communications.*
- 3) *Materials with graphics, information for education and Project implementation.*
- 4) *Support of the City's project website.*
- 5) *In-person meeting attendance at community and stakeholder outreach meetings.*

Task 4: Project Approval and Environmental Documentation Report

Consultant shall complete all aspects of the PAED requirements as defined in Chapter 6 of the Local Assistance Procedure Manual and any additional information required by Caltrans leading to the approval of the PAED and NEPA clearance. Consultant shall also complete all aspects of the City of San Juan Capistrano CEQA Manual leading to the CEQA clearance. The Consultant shall prepare the appropriate environmental clearance document, including any necessary environmental studies and Mitigation Monitoring and Reporting Program. The City will take the lead and submit documents to Caltrans.

The consultant shall distribute and coordinate the environmental clearance document submittal, including the filing of Notice of Intent, Notice of Completion, and Notice of Determination, payment of all applicable filing fees, and mailing of all public notices to stakeholders and regulatory agencies. The consultant shall be responsible for the overall management and supervision of the environmental review, including consultation with the appropriate state, tribal councils and local agencies.

Consultant shall complete the following studies:

Traffic and Alternatives Analysis – Consultant shall prepare a traffic study consistent with the City of San Juan Capistrano Guidelines Policy 310 to prepare traffic impact analysis to 1) meet the needs of the environmental analysis, 2) support recommendations for bicycle facilities, pedestrian equestrian facilities.

Using available data, the consultant shall document the current daily roadway conditions on La Novia Avenue for peak hour conditions. Consultant shall also provide all additional traffic data collection services necessary to define the current and future traffic conditions. Traffic projections for near-term and General Plan build-out conditions shall be analyzed to document how the proposed improvements will function in the near term and the future. As part of this analysis, consultant shall develop three (3) alternatives to meet California Environmental Quality Act (CEQA) needs. A vehicle-miles traveled (VMT) analysis and a greenhouse gas emissions analysis shall be included in the traffic analysis. The consultant shall also prepare opportunities and constraints analysis to help evaluate the various

parameters of the Project. Opportunities and constraints may include, but are not limited to, right of way, order of magnitude costs, engineering challenges, value engineering, etc. The analysis will include a written summary of potential connection points to residences, major transportation hubs, , other parks/open spaces, businesses, schools and universities, major urban centers, and other key community destinations within a reasonable walking/biking distance. It will also include graphic representations overlay on aerial photographs.

Deliverables:

- 1. Traffic Analysis Memorandum.*
- 2. Opportunities and Constraints Analysis to be incorporated into the PAED.*

- b) Phase I Initial Site Assessment: This task shall include preparing the Phase I Initial Site Assessment (ISA). The ISA shall include all pertinent information regarding listed hazardous waste and potential hazardous waste sites in the vicinity of the Project. During the preparation of the ISA, the Consultant shall review published lists of hazardous waste sites and search as necessary available files of federal, state, regional, and local agencies.
- c) Other Environmental Assessments – Consultant shall complete the Environmental Checklist Forms and perform all additional studies/evaluations of any environmentally sensitive conditions with reasonably anticipated adverse environmental impacts, as needed. Said Checklist work and additional studies/evaluations shall fulfill the completion and approval, by both Caltrans and the City, of both 1) the Project's NEPA clearance in full compliance with Chapter 6 of the Local Assistance Procedure Manual, other related guidance documents and Federal Law and 2) CEQA clearance meeting the City's standards and State Law.

Consultant shall first prepare a Preliminary Environmental Analysis Report (PEAR) following the procedures set forth in the Project Development Procedures Manual (PDPM), as applicable. The content and format requirements of environmental technical studies/reports and NEPA documents prepared in support of the project must follow the guidance set forth in the Caltrans Standard Environmental Reference (SER) available at <http://www.dot.ca.gov/ser/> and Federal Law.

The content and format requirements of environmental technical studies/reports and CEQA documents prepared in support of the project must follow the City's CEQA Manual and State Law.

Consultant shall recommend and prepare the type of environmental determination, as minimally necessary, with all supporting studies, to approve the Project NEPA and Project CEQA clearance and approvals by Caltrans and City. Consultant shall prepare the NEPA and CEQA approvals to completion.

Deliverables:

- 1) *NEPA Environmental Checklist Form and recommended environmental determination.*
- 2) *CEQA Environmental Checklist Form and recommended environmental determination.*
- 3) *Traffic and Alternatives Analysis.*
- 4) *Initial Site Assessment.*
- 5) *Other Environmental studies/evaluations of anticipated Project adverse environmental impacts to be incorporated into the PAED.*
- 6) *PEAR report.*
- 7) *PAED report.*
- 8) *Local Assistance Procedure Manual NEPA Forms as approved by Caltrans.*
- 9) *City CEQA Forms as approved by City.*
- 10) *The environmental clearance documents with supporting studies for both NEPA and CEQA.*
- 11) *Communications with interest groups and stakeholders.*
- 12) *Caltrans approved NEPA determination.*
- 13) *City approved CEQA determination.*
- 14) *Mitigation Monitoring and Reporting Program (if necessary)*
- 15) *Notice of Intent, Notice of Completion, Notice of Determination and Recorded/published notices as required by practice or law.*

Task 5: Archaeologist and Native American Monitoring

Archaeologist. Provide evidence that a qualified archaeologist (defined as an archaeologist on the List of Certified Archaeologists for Orange County) has been retained by the project applicant. Archaeologist shall be present for boring activities or disturbance of soil of 18 inches or more in depth to advise contractors about the sensitive nature of cultural resources located on or in the vicinity of the project site, as well as monitoring requirements. A qualified monitor (defined as an individual with a bachelor's degree in anthropology with archaeological monitoring experience), supervised by the qualified archaeologist, shall observe on- and off-site construction activities that result in excavating on or below the original ground surface (including during project-related off-site utility [natural gas, electricity, sewer, water, drainage, communications, etc.] and roadway improvements). Should nonhuman cultural resources be discovered, the monitor shall have the power to temporarily halt or divert construction activities until the qualified archaeologist can determine if the resources are significant and, if significant, until recovered by the archaeologist. In the event that human remains are discovered, construction activities shall be halted or diverted until the provisions of §7050.5 of the Health and Safety Code and §5097.98 of the Public Resources Code have been implemented.

Native American Monitor. Provide evidence that a Native American monitor has been retained prior to boring or disturbance of soil of 18 inches or more in depth. A Native American monitor shall observe activities that result in boring, excavating, or trenching on or below the original ground surface (including during project-related off-site utility [e.g., natural gas, electricity, sewer, water, drainage, communications, etc.] and roadway improvements). The Native American monitor shall consult with the archaeological

monitor regarding objects and remains encountered during boring operation that may be considered sacred or important. In the event that evidence of human remains is discovered, the Native American monitor shall verify that the archaeologist has notified the Coroner.

Deliverables:

- 1. Documentation of boring operation that observe sensitive nature of cultural resources and remains encountered during boring operation*

**Task 6: Regulatory Agency Approvals (include OCFCD)
Plans, Specifications & Estimates (PS&E)**

The general Scope of Services outlined for this phase is only provided as a guide. Under this RFP, Consultants are encouraged to provide and reflect their expertise, method and procedure in providing professional services for completing the PS&E for the Project. A detailed scope of work and cost will be required from the successful consultant once the Phase 2 funding is secured, PAED is completed or near completion as determined by the City. Phase 2 detailed scope and fee will be amended into the Contract.

- Project Management
- Public Outreach
- Additional Geotechnical Investigation/Traffic Analysis
- Landscaping Design/Electrical Design
- 65% - 95% - 100% Final Design
- Bidding and Award Support
- Construction Phase support (RFI, design, staking)

SECTION II – RFP PROCESS

II-1. RFP TIMELINE

The following is the anticipated RFP Timeline. The City reserves the right to make changes to the RFP Timeline for selection and award of the Agreement. Any changes in this RFP will be made by written Addendum.

Milestone	Date
RFP Issued	October 21, 2024
Deadline for RFP Questions	November 7, 2024
City Response to RFP Questions	November 14, 2024
RFP Submittal Deadline (“RFP Due Date”)	December 4, 2024
Tentative Interviews Schedule if Needed	January 8, 2025
Tentative Award of Agreement	February 4, 2025

II-2. RFP QUESTIONS AND RESPONSES

Consultants interested in submitting a Proposal are asked not to contact other City staff or City Council Members in connection with the RFP prior to City Council award of the Agreement.

Please submit any questions pertaining to the RFP through the City's electronic procurement system (PlanetBids) on or before November 7, 2024, by 12:01 p.m. PDT. No questions will be accepted via phone or email. Once all questions are received, the City will summarize all questions and their responses in an addendum to the RFP. The addendum will be posted to the City's electronic procurement system (PlanetBids): <https://pbsystem.planetbids.com>.

In case additional clarifications need to be provided after the question response posting date and before the RFP due date, the City will post additional addenda to PlanetBids.

Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in its Proposal the receipt of each addendum as part of its Proposal. Failure of Consultant to acknowledge receipt of all addenda as part of its Proposal may result in rejection of its Proposal.

II-3. RFP DUE DATE AND OPENING

Proposals are due on or before the RFP due date, December 4, 2024, by 4:00 p.m. PST. Proposals will be addressed to the City Contact:

City of San Juan Capistrano
c/o George Alvarez
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Consultant shall deliver the Proposal in two ways as described below.

1. Consultant shall deliver the Proposal Package to the City either in person or by mail in one (1) sealed package marked on the outside, **"PROPOSAL FOR LA NOVIA AVENUE BRIDGE REPLACEMENT OVER SAN JUAN CREEK, ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES, DO NOT OPEN WITH REGULAR MAIL."**

Consultant shall include three (3) hard copies of the Proposal in the sealed package. Consultant shall also include one (1) hard copy of the Cost Proposal in a separate sealed envelope within the sealed package, bearing the Consultant's name and address, and clearly marked as follows: **"COST PROPOSAL FOR LA NOVIA BRIDGE**

REPLACEMENT OVER SAN JUAN CREEK, ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES.”

2. Consultant shall also submit a PDF copy of the Proposal through PlanetBids. Do not submit the fee schedule through this portal.

It is the sole responsibility of the Consultant to ensure the Proposal was received by the RFP due date and time both at City Offices and at Planetbids. Late Proposals will not be accepted. The City will not publicly open or read Proposals aloud.

II-4. RFP EVALUATION PROCESS

This RFP Evaluation Process shall be governed by Chapter 10 of the Caltrans Local Assistance Procedure Manual and City procedures. The evaluation and selection process are based on consideration of various factors as described below. Accordingly, the City reserves the right to waive technical errors, alter submission dates, issue subsequent requests for information, etc.

An Evaluation Committee comprised of City staff will review and score all Proposals based on the Evaluation criteria stated below. The Consultant selection will be made based on the recommendation of the team determination of the best qualified Consultant and presented to the City Council for approval to award the Agreement. The individual rating and/or evaluation forms prepared by the team members will not be revealed; however, a summary of the evaluation results will be presented to the City Council.

During the evaluation process, the Committee may, at its discretion, request the top three or more Consultants to make oral presentations by participating in an interview. Interviews may be in-person or may be virtual at the City's discretion. Such presentations will give Consultants a chance to answer any questions the Committee may have on their Proposal. Not all Consultants may be asked to make such oral presentations. The interview process will focus on the key personnel proposed by the Consultant to perform work for this Project, the Scope of Work and the pertinent Consultant experience. The City may also request the presence of the Consultant's principal-in-charge, if necessary.

The City of San Juan Capistrano will review and evaluate the Proposals based on the following factors and scoring criteria to select the most qualified Consultant:

<u>PROPOSAL SCORING:</u>		
Criteria	Max points	Score
Understanding of the Scope of Work	25	
Experience with similar kinds of Work and review of References	20	
Qualifications of Staff	20	
Capability of developing innovative or advanced solutions	5	
Familiarity with State and Federal procurement and project implementation procedures	5	
Financial Responsibility	5	
Demonstrated Technical Ability & Schedule Control	20	
Total	100	

1. Understanding of the Scope of Work – Consultant demonstrates a complete understanding of the scope of work and the work site.
2. Experiences with similar kinds of Work and review of References – Consultant demonstrates experience with the same scope of work as defined in this RFP and provides references to confirm said experience.
3. Qualifications of Staff – The designated Project Manager must be able to perform as the sole point of contact and provide day-to-day direction to team members and subconsultants. Expertise and background of the Project Manager and each key team member, their availability to participate on this Project, and overall firm capabilities to meet the needs of the Project and City will be evaluated.
4. Capability of developing innovative or advanced solutions – Demonstrated ability to present alternative solutions to attain the Project outcomes with shorter timeframes and reduced costs.

5. Familiarity with State and Federal procurement and project implementation procedures – Consultant demonstrates experience with and successful implementation of all required State and Federal regulations related to the Work of this Project.
6. Financial Responsibility – Consultant demonstrates the financial capacity to perform the work and to follow financial reporting requirements as required by State and Federal regulations. Contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31.
7. Demonstrated Technical Ability and Schedule - The proposed Project approach and services the Consultant is capable of providing and the approach taken to meet the needs of the City. The Consultant understands the City's specific issues and can identify and meet the Project challenges. Strategies to provide effective public outreach should also be demonstrated. The Consultant provides a Project schedule, including public outreach events, and describes techniques to monitor schedule and complete the Project within the proposed time frame.
8. Presentation and Interview - Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions, and interrelationship. Team responses to various interview panel questions.

The Consultant Proposal shall be based on categories identified in the Evaluation Criteria listed above. Consultants who scored the highest may be shortlisted and invited to an interview. The City may choose not to conduct interviews. The number of Consultants that could be invited to the interview will be dependent on the number of Proposals received by the City. At a minimum, three (3) consultants could be invited to the interview process. In the interview, the consultant's presentation will be scored on items identified on the Evaluation Criteria. If interviews are conducted, the final selection shall be based on Consultant interview and presentation.

II-5. SELECTION OF CONSULTANT/AWARD OF CONTRACT

Following evaluation and rating by the City's Evaluation Committee, the City will select a firm based upon top ranking/scores. The City will then open the fee proposal of the top-ranking consultant and begin negotiations to finalize the scope and fee proposal for the Project. If the City is unable to come to an agreement with the Consultant on the terms and conditions or the fee proposal, the City reserves the right to negotiate with the next top-ranking consultant.

II-6. EXECUTION OF AGREEMENT

A sample Professional Services Agreement is attached herein as Attachment "A". The term of the Agreement will begin once the Agreement is fully executed, and a W9 and a certificate of insurance and related insurance endorsements that meet the City's requirements have been received and approved.

II-7. ACCEPTANCE OF AGREEMENT AND TERM

After the City Council awards the Agreement, the City and Consultant shall work to fully execute the Professional Services Agreement (Attachment "A"). The term of the Professional Services Agreement will be based on the schedule of completion per Consultant's Proposal Scope of Work. Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

SECTION III – PROPOSAL FORM AND CONTENT

III-1. GENERAL INFORMATION

The City reserves the right to retain all Proposals submitted. Submission of a Proposal indicates Consultant's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the agreement between the City and the Consultant selected.

The City reserves the right to reject any or all Proposals, in whole or part, to waive any informality in any Proposal, and to accept the Proposal which, in its discretion, is in the best interest of the City. Any Consultant may withdraw their Proposal, without obligation, before the RFP due date. A withdrawal will not be effective unless made in writing to the City Contact prior to the RFP due date. Proposals may later be referred to the City Council for appropriate action.

Proposals must be valid for a minimum of 120 days.

III-2. PROPOSAL SUBMISSION REQUIREMENTS AND RESPONSE FORMAT

Consultant is responsible for preparing a well-organized and concise written Proposal. Emphasis should be on completeness, clarity of content, and efficiency of the Proposal.

To be considered, all submittals shall be completely responsive and meet the following criteria. Failure to provide any of the information requested below may be cause for the Proposal to be considered non-responsive.

- Contain no more than twenty-five (25) pages as numbered (8-1/2" x 11"). Minimum font size of 12 required. Each page side should be numbered. The 11 x 17 pages are included in the count as one page.
 - Front- and back-page covers, and any tabs are not required and will not be included in the page count. Resumes can be included in the Appendix and will not be included in the page count.
1. Letter of Transmittal including acceptance of City Professional Services Agreement (See Attachment A1)
 2. Federal Provisions - LAPM Exhibit 10 R: A&E Boilerplate Agreement Language listed, provisions will be updated with applicable data and incorporated into the Contract Agreement. (See Attachment A2)
 3. Proposal Certification Statement (See Attachment B)
 4. Key Personnel summary, Staffing Plan and Organizational Chart (place resumé's in an appendix)

5. Experience and references
6. Project Approach/Scope of Work
7. Identify the type of Financial Management and Accounting System in use that meets federal requirements
8. Project completion Schedule (The following forms are under Attachment C)
9. Exhibit 10-I, Notice to Proposers DBE Information
10. Exhibit 10-O1, Consultant Proposal DBE Commitment, (Note that Exhibit 10-O2 to be filled out by Consultant will replace 10-O1 after contract negotiations)
11. Exhibit 15-H, Proposer/Contractor Good Faith Effort: Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal
12. Exhibit 10Q, Disclosure of Lobbying Activities
13. Fair Employment Practices Verification (See Attachment E)
14. Cost Proposal (separate sealed envelope) as total Cost, Plus Fixed Fee basis
15. Additional guidelines for the mandatory information and/or requirements listed above are described in the next sections.

III-3. LETTER OF TRANSMITTAL

Identify Consultant's legal name and contact information, including corporate office and local office address, telephone number, website address, and e-mail address. Summarize key elements of the Proposal. Consultant shall affirmatively state that they have reviewed and are ready to execute the City's standard form Professional Services Agreement, as amended to incorporate Federal regulations, (Attachment "A") in its Letter of Transmittal. The letter must also stipulate that the cost Proposal will remain valid for a period of at least 120 days. The letter shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant.

III-4. CERTIFICATION STATEMENT

All submitted Proposals must contain a signed certification statement (see Attachment "B").

III-5. KEY PERSONNEL

Identify the name and specific qualifications, experience, availability, and appropriate licenses held of the key personnel assigned to the project in a summary paragraph for each individual. Include a one-page resume for the assigned staff member(s) in an appendix. Provide a description and availability for any additional key staff who will aid in accomplishing the scope of work. Include any subconsultants which Consultant proposes to use for any portion of the services. At least one of the key personnel shall be a Professional Civil Engineer and/or Professional Traffic Engineer licensed to practice in the

State of California and, as well, at least one key staff member shall be an Envision Sustainability Professional (as certified by the Institute for Sustainable Infrastructure). Provide an Organizational Chart and Staffing Plan.

Consultant shall also identify a Management Contact (a representative authorized to sign an agreement for your firm and act as the primary point of contact). The successful Consultant may only change the Management Contact, staff, and specialists with prior written permission of the City. Provide documentation of the Management Contact's contracting authority.

III-6. EXPERIENCE AND REFERENCES

Provide a list of representative projects undertaken by Consultant in the last five (5) years demonstrating experience in providing similar services. Identify the organizations for which the work was performed and provide the names, telephone numbers, and email addresses of persons who can be contacted. The representative projects shall include the development of PAED reports, public outreach programs, ROW and preliminary and final engineering design work. For each project, the Consultant shall provide a project summary and project budget.

III-7. PROJECT APPROACH/SCOPE OF WORK

Provide a detailed work plan, including a detailed task description proposed for each element of the Scope of Work described in this RFP. The Proposal will discuss the Consultant's understanding of the project and how the Consultant will conduct each task, in detail sufficient to demonstrate a clear understanding of the Project Goals and Scope of Work. Including potential challenges and possible solutions. Additional information or work efforts not otherwise identified herein which, in your opinion, should be included must be clearly identified.

The Consultant's Proposal shall recommend a Public Outreach Plan with strategies that will provide the most stakeholder participation and input. The Consultant shall provide specific tools and communication mediums that will be used to engage stakeholders and collect input.

III-8. FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM

An Agreement shall not be awarded to a consultant without the determination that there is an adequate financial management and accounting system in place, as required by 48 CFR 16.301-3, 2 CFR 200 et seq, and 48 CFR 31 et seq. Provide an explanation and documentation that the Financial Management and Accounting System meets the requirements.

III-9. PROJECT SCHEDULE

In addition to the workplan, provide a schedule depicting the sequence and duration of tasks that details how the proposed scope of work will be organized and executed in a timely manner. Provide the schedule in a Microsoft Project or equivalent format.

III-10. CALTRANS FORMS – SEE ATTACHMENT C

Provisions are included with this RFP and Consultant shall be required to follow applicable federal-aid requirements and provisions. All forms and certificates are to be completed, signed, and inserted (unless noted otherwise) with Consultant's proposal and shall be part of the contract if awarded.

The following forms are included under Attachment C and shall be included with Consultant's submitted Proposal:

- 1) Exhibit 10-I, Notice to Proposers DBE Information
- 2) Exhibit 10-O1, Consultant Proposal DBE Commitment, (Note that Exhibit 10-O2 to be filled out by Consultant will replace 10-O1 after contract negotiations)
- 3) Exhibit 15-H, Proposer/Contractor Good Faith Effort: Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal
- 4) Exhibit 10-Q, Disclosure of Lobbying Activities

Submitted with Cost Proposal

- 5) Certification of Indirect Costs and Financial Management System Form
- 6) Exhibit 10-H1 Cost Proposal or Equivalent form
- 7) Attachment B, Proposal Certification Statement

III-11. FAIR EMPLOYMENT PRACTICES VERIFICATION

All submitted Proposals must contain a fully completed and signed Fair Employment Practices Verification (Attachment "E") attached hereto.

III-12. COST PROPOSAL

The Cost information will be submitted separately from the Proposal and in a separate envelope. Consultant's cost information will only be opened if the City begins negotiation with that consultant with the intent to award a contract with them.

The proposed costs shall be summarized by task, the services to be provided by the Consultant, the product of each task and cost for each task. The Firm's standard hourly

fee schedule and or Project Fee Schedule shall clearly show the grand total and all optional items. 11" x 17" size paper will be acceptable and recommended.

Only costs for Phase 1 PAED services are required.

Where work is to be performed by a subconsultant, this should be identified. A list of fees and expense, including all incidental printing, photocopying and miscellaneous costs estimated to be accrued during the life of the contract must be provided in the reimbursable costs.

All forms referenced below can be found under Attachment C.

- a) All cost proposals need to be in the same format as Exhibit 10-H1 or equivalent and contain all of the cost components including direct, indirect, other direct, and fee.
- b) Costs shall be paid by Actual Cost-Plus-Fixed Fee
- c) Cost proposal must identify classifications to be billed. Labor costs must be broken down to direct and indirect.
- d) ICR must be a given current fiscal year; Consultant Annual Certification Required - See Certification of Indirect Costs and Financial Management System Form, see below notes for additional information.
- e) All key personnel must be identified in the cost proposal.
- f) Cost proposal must include other direct costs and supporting calculations
- g) The determination of the amount of the fixed fee/profit shall take into account the size, complexity, duration, and degree of risk involved in the work.

For The Certification of Indirect Costs and Financial Management System Form:

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than \$1M are subject to an ICR financial review by Independent Office of Audits and Investigations (IOAI).

If the Consultant or subconsultant do not have an approved ICR, they will be required to submit financial documents as detailed in the Financial Document Review Request form (link below). IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate prior to contract execution.

Link: [Financial Document Review Request Form \(ca.gov\)](#)

Additional services as proposed by the Consultant shall be itemized in the same manner as described above but shall be clearly stated as Optional Services.

SECTION IV – EVALUATION / SELECTION OF PROPOSALS

IV-1. CLARIFICATIONS

The City reserves the right to seek written clarification of each Proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection.

IV-2. PROPOSAL EVALUATION AND SELECTION

The City will select a Consultant based on the evaluation of the submitted Proposals, determining the best qualified firm. The City reserves the right to request a Best and Final Offer (BAFO) from the top ranked Consultant. See the RFP Evaluation Section for further details.

SECTION V – GENERAL RFP INFORMATION

V-1. PUBLIC RECORDS

Responses to this RFP become the exclusive property of the City and are subject to the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in California Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” may not be subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Consultants who indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the City is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked “confidential”, “proprietary”, or “trade secret”, the Consultant agrees, upon submission of its Proposal for City’s consideration, to defend and indemnify the City from all costs and expenses, including attorney’s fees, if any action or liability arising under the Public Records Act.

V-2. CANCELLATION

The City reserves the right to cancel this RFP or the contract award, at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

V-3. LATE PROPOSALS

All Proposals not received by the RFP due date will not be considered or returned to the Consultant.

V-4. DISPUTES

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

V-5. PROPOSER CERTIFICATIONS

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

The Consultant has carefully examined all RFP documents, including the Agreement (attached as Attachment "A"), and all addenda, and fully understands the intention of the RFP is to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. The Consultant certifies that Consultant is ready, willing, and able to comply with all terms of the attached Agreement.

1. The Consultant is familiar with the local conditions under which the work will be performed.
2. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
3. The Consultant accepts all of the terms of the City's Agreement and warrants that Consultant will fully meet all of the insurance requirements contained therein. If the Consultant wishes to amend or modify any terms of the Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, the Consultant may withdraw the proposed change, or the entire Proposal and the City may elect to award the contract to the next highest ranked Consultant.
4. The Consultant certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Consultant's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Consultant's response to this RFP.
5. The Consultant has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Consultant shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Consultant.
6. The Consultant, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed Agreement.
7. The Consultant has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.
8. The Consultant shall also certify Consultant's state of residence.

V-6. NONDISCRIMINATION

By the act of submitting a Proposal in response to this RFP, the Consultant certifies, under penalty of perjury, that the Consultant has not discriminated against minorities, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontracts.

V-7. PROPOSED LIABILITY

Consultants responding to this RFP do so solely at their expense, and the City is not responsible for any Consultant expenses associated with the RFP. By proposing, Consultants agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Consultant in protesting any portion of the RFP documents or the City's selection decision.

V-8. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Consultant to timely respond to such a request for additional information or clarification may result in a finding that the Consultant is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Consultant of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Consultant. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

V-9. REJECTION OF PROPOSALS

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Consultant to adhere to one or more of the provisions established in the RFP.
2. Failure of the Consultant to submit a Proposal in the format specified herein.
3. Failure of the Consultant to submit a Proposal within the time requirements established herein.
4. Failure of the Consultant to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so. Rejected Proposals are considered to be non-responsive.

V-10. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY CONSULTANT

A Proposal may not be modified, withdrawn, or canceled by the Consultant following the time and date the Proposals are due (RFP due date). Proposals submitted early may be modified or withdrawn only by notice to the City at the Proposal submittal location prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, by email, sent by a duly authorized representative of the Consultant submitting the Proposal. All such communication shall be worded so as not to reveal the contents of the original Proposal. Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

V-11. DURATION OF PROPOSAL

Proposal prices, terms, and conditions shall be firm for at least one-hundred twenty (120) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during both the one-hundred-twenty (120) day period and the entirety of the term of the Agreement. The Term of the Agreement is anticipated to be one year, but this is subject to a different term based upon the evaluation of Proposals.

V-12. LOCAL, STATE, AND FEDERAL REQUIREMENTS

The City intends to select a Consultant in accordance with California law, Federal funding requirements and the City's municipal code. Selection of a Consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the project a guarantee of award of a contract for any subsequent work. All work is subject to the budgetary and funding constraints of the City.

The selected Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations including all provisions described in Chapter 10 of the Caltrans Local Assistance Procedure Manual.

V-13 ATTACHMENT TO RFP

Below lists the Attachments to this RFP which are incorporated herein by reference. Note that Attachment A1 and A2, the Sample Professional Services Agreement and Federal Provisions, is provided for your review; Attachment B, Proposal Certification Statement, is to be completed and returned with the Proposal; Attachment C, Caltrans Form completed and returned with the Proposal, unless noted otherwise; and Exhibit E, Fair Employment Practices Verification, is to be completed and returned with the Proposal.

**ATTACHMENT A1 – AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT (FOR REVIEW)**

CITY OF SAN JUAN CAPISTRANO PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the City of San Juan Capistrano, a public agency organized and operating under the laws of the State of California with its principal place of business at 32400 Paseo Adelanto, San Juan Capistrano, CA 92675 ("City"), and **(ENTITY NAME)**, with its principal place of business at **(ENTITY ADDRESS)** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

PROJECT NAME (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$00,000 [DOLLAR AMOUNT]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from [START DATE] to [END DATE], unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in

a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **(CONTACT/PROJECT MANAGER)** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of San Juan Capistrano

32400 Paseo Adelanto

San Juan Capistrano, CA 92675

Attn: Nardy Khan, Engineering and
Environmental Services Director

CONSULTANT:

CONSULTANT NAME

ADDRESS,

CITY, STATE, ZIP CODE

Attn: PROJECT MANAGER

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

N/A.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN JUAN CAPISTRANO
AND (CONTRACTOR)**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN JUAN CAPISTRANO

(CONTRACTOR.)

By: _____
Benjamin Siegel
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
Scope of Services

SAMPLE

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

SAMPLE

EXHIBIT C
Activity Schedule

SAMPLE

EXHIBIT D
Federal Requirements

SAMPLE

ATTACHMENT A2 – FEDERAL PROVISIONS (FOR REVIEW)

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]

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ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

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

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

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

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A & B below for standard AGREEMENTs]

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

[Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator 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 or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]

- A. CONSULTANT Services
[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]

B. Right of Way

[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]

C. Surveys

[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]

D. Subsurface Investigations

[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[Choose either Option 1, 2, 3, or 4]

[Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project].

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. 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 Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.]

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *[Local Agency to include either (a) or (b) below; delete the other one]*
- (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- (NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[Option 4 - Use paragraphs A through E below for lump sum agreements.]

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ (Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

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

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[Choose either Method 1, Method 2, or Method 3 below and delete the other two.]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

[Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

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

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[Choose either Option 1 or Option 2]

[Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.]

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

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

[Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.]

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

ARTICLE XX FUNDING REQUIREMENTS

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

ARTICLE XXI CHANGE IN TERMS

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

ARTICLE XXII CONTINGENT FEE

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

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

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal]

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

[Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E]

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, 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.

ARTICLE XXIV INSPECTION OF WORK

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

ARTICLE XXV SAFETY

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

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

[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §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 (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- 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 AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

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

[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES**APPENDICES A - E of the TITLE VI ASSURANCES**

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

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

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

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

APPENDIX A

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

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

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

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

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

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

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____

ATTACHMENT B – FEDERAL FORMS

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____

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 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 meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. 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 Civil Rights [website](#)
 - 1. Click on the link 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.

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			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
11. TOTAL CLAIMED DBE PARTICIPATION			%
12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
21. Local Agency Representative's Signature _____ 23. Local Agency Representative's Name _____ 25. Local Agency Representative's Title _____	22. Date _____ 24. Phone _____		

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 COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 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. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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

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

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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



Inspector General

California Department of Transportation

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 (ICR):

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 ICR was developed (not the contract period). The ICR 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 ICR(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 ICR(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 the Financial Document Review Request form.

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 requirements.

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 _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit

Local Govt ICR Audit

Caltrans ICR Audit

CPA ICR Audit

Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR 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: _____

Phone:**: _____

Email:**: _____

**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 forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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)] _____

f) 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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**COST-PLUS-FIXED FEE OR LUMP SUM OR 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	500	=	\$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 1 LA NOVIA FEASIBILITY STUDY MAY 2024

LA NOVIA AVENUE BRIDGE OVER SAN JUAN CREEK (CIP24106)

FEASIBILITY STUDY
SEPTEMBER 6, 2024



Submitted to:

**CITY OF SAN JUAN
CAPISTRANO**

Submitted by:



MARK THOMAS

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1. BACKGROUND

San Juan Capistrano, nestled in the south Orange County, is a city rich with historical charm and cultural heritage. Each year, the city attracts visitors with the famous return of the swallows, a natural spectacle celebrated with vibrant festivals that blend local traditions with modern enthusiasm.

Beyond its historical landmarks, San Juan Capistrano boasts a quaint downtown area filled with artisan shops, local eateries, and antique stores, offering a unique shopping and dining experience. The surrounding rolling hills and vineyards add a scenic backdrop, making it not only a site of historical interest but also a serene escape for outdoor enthusiasts, particularly equestrians, and those who appreciate the tranquility of a small town steeped in history.

La Novia Avenue is a key roadway in San Juan Capistrano, providing the only north-south link across the San Juan Creek for the communities east of the I-5 freeway. Maintaining this connection is vital for their quality of life as it provides direct access to schools, parks and trails, as well as serving daily travel needs to avoid congestion at the I-5 interchanges.

The existing bridge that crosses over the San Juan Creek on La Novia Avenue needs improvements to restore it to a state of good repair based upon the bridge inspection reports. Additionally, it is structurally and hydraulically deficient, leading to a long-term concern over the resiliency of the existing bridge to continue to serve the community. The narrow width of the bridge also limits the volume of traffic, lacks an accessible route of travel for the disabled and restricts overall mobility for pedestrians, bicyclists and equestrians.

With these challenges ahead, and to ensure a long-term sustainable solution for this bridge crossing, the City has embarked on this Feasibility Study to evaluate potential solutions. The area of study, shown in **Figure 1**, will include the segment of La Novia Avenue between San Juan Creek Road and Calle Arroyo. Alternatives will be evaluated, and constraints applied, including physical, environmental, costs and ability to secure funding to determine the feasibility. This Feasibility Study demonstrates the City's commitment to determining solutions for this vital connection and improved quality of life for the local community.



View of La Novia Avenue, Looking South



San Juan Creek upstream of bridge



Westerly side of La Novia Avenue Bridge



Existing bridge has lack of amenities for users

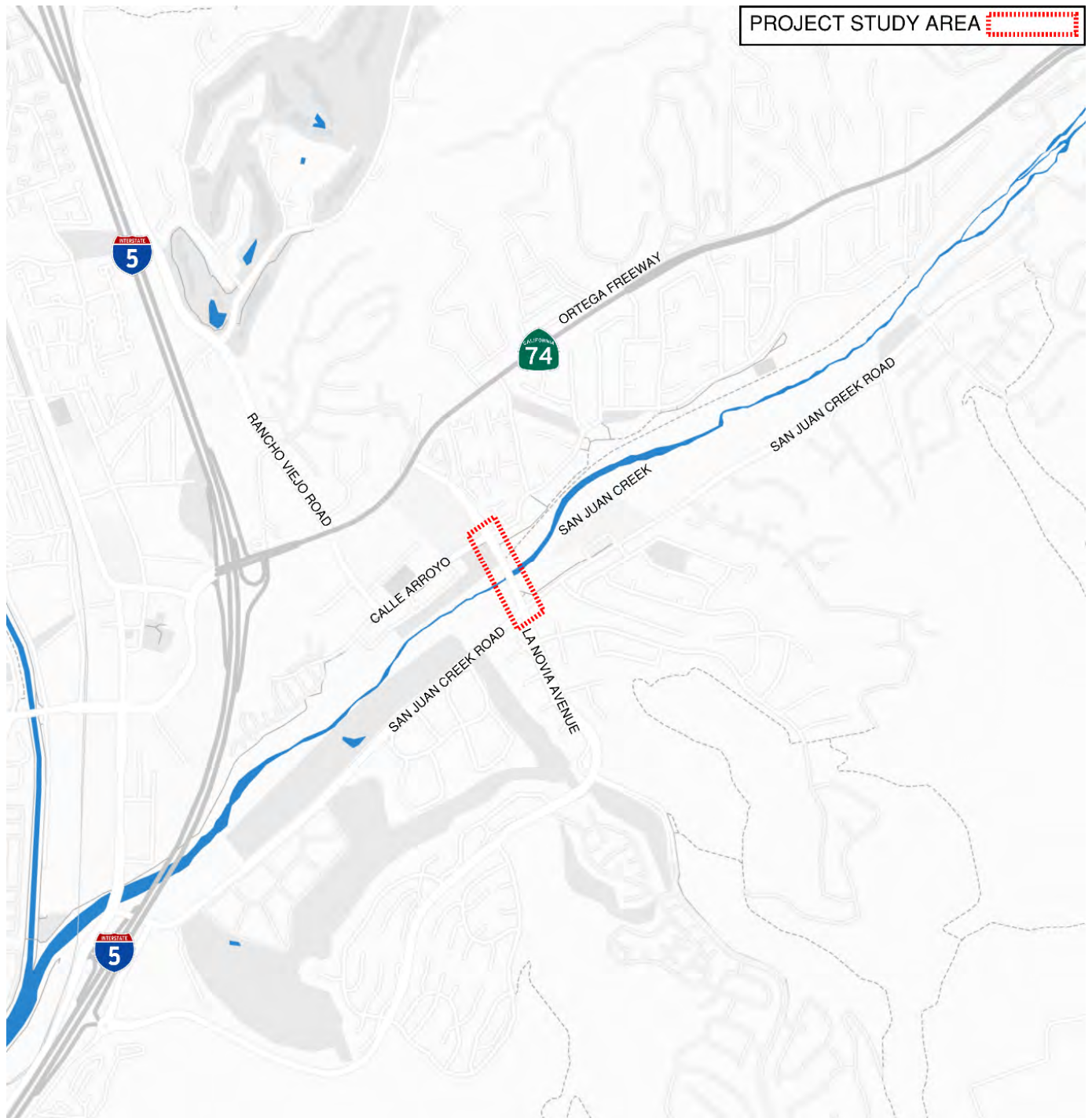


Figure 1. La Novia Bridge Project Study Area

2. PROJECT SETTING

LA NOVIA AVENUE

La Novia Avenue serves as a vital artery for traffic circulation and connectivity within the city, functioning as a primary arterial route that links communities flanking San Juan Creek. La Novia Avenue is a four-lane facility from Ortega Highway to Calle Arroyo and from San Juan Creek Road to west of Via Entrada. La Novia Avenue narrows through the project area, from Calle Arroyo to San Juan Creek Road, to a two-lane roadway with two 13-foot wide lanes. The street right of way is 104-feet in width. Other than the parking lot on the southeast corner at Calle Arroyo, the City owns all of the adjacent parcels, as shown in **Appendix A**.

The corridor has a posted speed limit of 40 mph on the southern approach to the project site. As it reaches the project site, the speed limit decreases to 35 mph, and further reduces to 25 mph on the northern side of the project area. This reduction accommodates the proximity of the school located at Calle Arroyo.

The pavement condition within the project corridor is generally assessed as fair, characterized by visible cracking in certain sections amidst otherwise well-maintained road surfaces. Minimal street lighting exists within the project area.

For pedestrians, a concrete sidewalk exists on the west side only from Calle Arroyo to the bridge, adjacent to Cook La Novia Park. On the east side, an asphalt multi-use trail provides connectivity on each side of the bridge, however, the sidewalk on the bridge is narrow is not compliant with Americans with Disability Act (ADA) requirements for path of travel.

EXISTING BRIDGE

Existing La Novia Avenue Bridge over San Juan Creek was constructed in 1957 as a three-span (68-foot, 90-foot, 68-foot) cast-in-place (CIP) reinforced concrete (RC) structure with a 5-foot-deep girder. The girders are supported on reinforced concrete pier walls and open-end diaphragm type abutments with monolithic wingwalls.

Overall concrete bridge deck width is approximately 32-feet with 2% constant cross slope. There is an 8-inch tall raised concrete sidewalk on the outside of northbound lane. A 24-inch tall metal traffic railing is placed along the edge of deck on both sides. An



approximately 24-inch tall chain link fence is placed as the separation between the raised concrete sidewalk and the northbound traffic lane.

Both abutments and pier walls are supported on precast concrete pile foundations. Bridge abutments and piers are placed at an 18-degree skew, following the creek flow skew in relation to the La Novia road. Pier walls consist of 16-inch thick wall supported by pin connection on pile cap with single row of precast concrete piles and pier nose protection wall on the upstream side. Diaphragm type abutments supported on single row of concrete piles have cantilever wingwalls angled at approximately 45-degrees. Concrete slope paving with approximately 2:1 slope is provided in front of both abutments.

According to the latest Bridge Inspection Report (BIR), dated October 21, 2022, La Novia Ave bridge has repair work recommended for the local agency. These include:

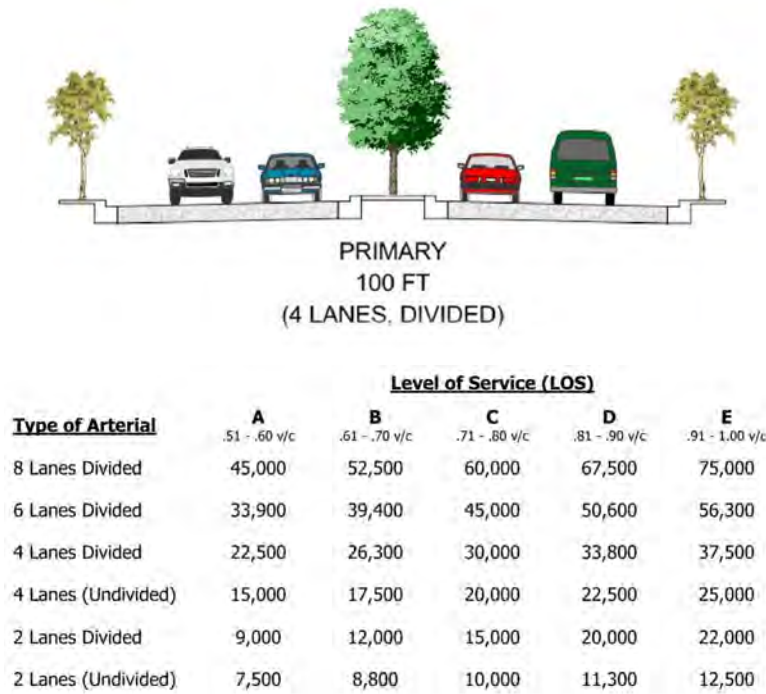
- Clean and protect the entire deck server cracks, by placing polyester concrete.
- Level and patch the spalls at adjacent roadway approaches at both sides.
- Replace the joint seal type A and repair the headers at both abutments.



Existing La Novia Bridge over San Juan Creek

ROADWAY CAPACITY

La Novia Avenue is defined as a Primary Arterial in both the City's General Plan Circulation Element and the Orange County Transportation Authority (OCTA) Master Plan for Arterial Highways (MPAH). A Primary Arterial is a four-lane roadway divided with a striped or raised median, as shown in the image below.



OCTA Primary Arterial Section, MPAH Map and LOS Chart



La Novia Avenue within the project area is not built out to this configuration within the project area. The current configuration is an undivided two-lane roadway. Traffic counts were taken in February 2024, including both 24-hour Average Daily Traffic (ADT) as well as peak hour intersection movement counts. A summary is below, the backup information is included in **Appendix B**.

The ADT of 11,160 results in a level of service (LOS) D for the roadway with a vehicles/capacity (v/c) ratio of 0.89. The capacity based on the OCTA MPAH Guidelines is 12,500 for a two-lane undivided roadway.

Observations note a morning and afternoon peak hour queuing that further impacts traffic operations. The heavy turning movements at both the Calle Arroyo and San Juan Creek Road intersection correspond to school drop off and pick up. The existing left turn pockets at both intersections are insufficient to handle the demand.

RECREATION & SCHOOL FACILITIES

The City of San Juan Capistrano is renowned for its robust outdoor lifestyle, providing extensive opportunities with parks, trails and paths throughout the City. This cultural heritage is also embodied within our project area, as shown below in **Figure 2** and described on the following pages, including adjacent school facilities that are an important feature of this area.

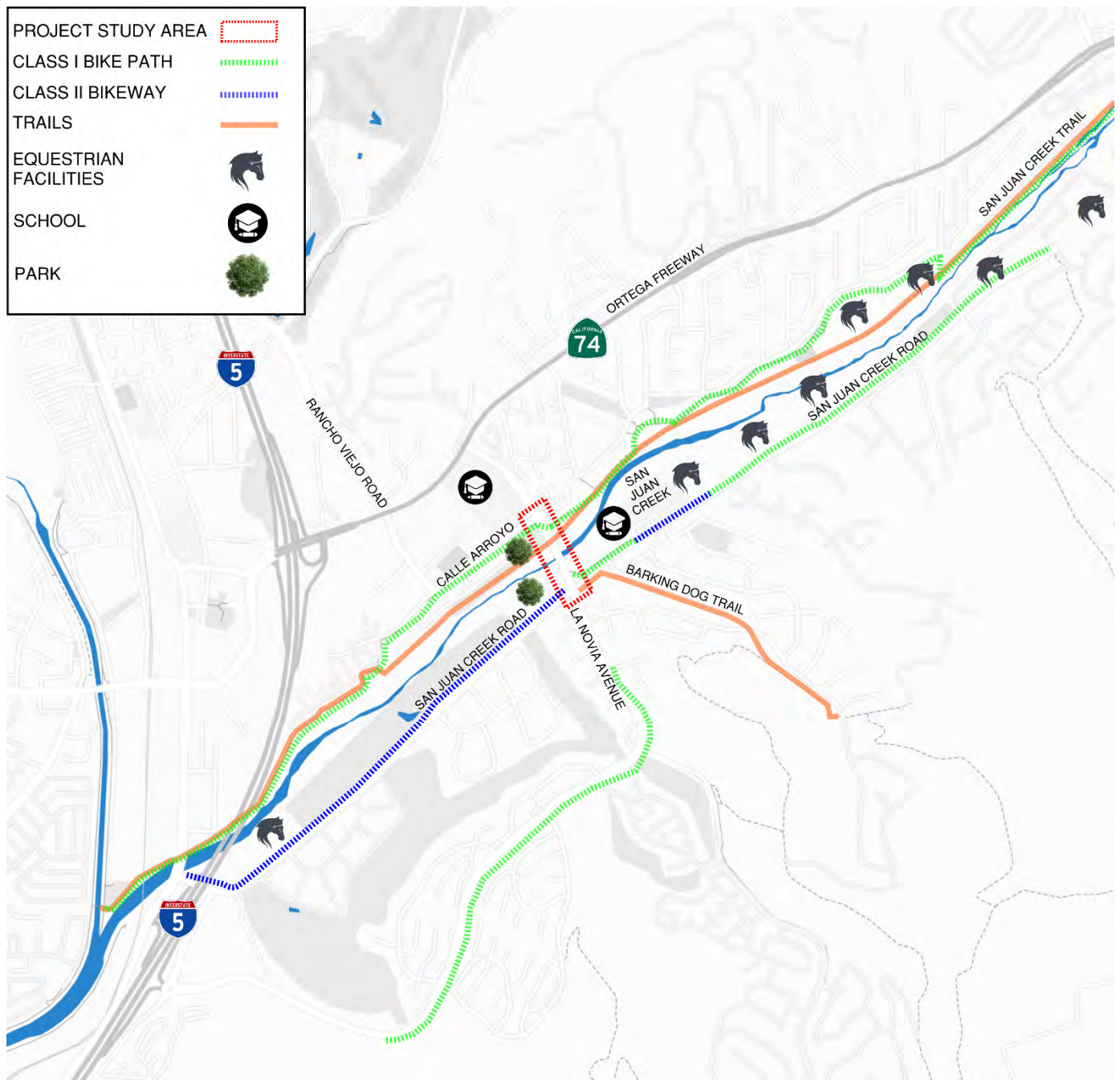


Figure 2. Existing bike paths, trails, equestrian facilities and schools.

PARKS

There are two public parks adjacent to the project site. The goal of this project study will be to keep the roadway improvements outside the footprint of these parks.

Cook La Novia Park is located southwest of the intersection of La Novia Avenue and Calle Arroyo. The park includes amenities such as green space and benches, pickleball courts, a children's playground and a softball field. The park has multiple points of entry, two of which are located along the western side of La Novia Avenue in the form of concrete steps leading to the softball field.

The recently named **Windmill Park** is located northwest of the La Novia Avenue and San Juan Creek Road intersection. The park is currently under construction and will include features such as assorted citrus groves, wood railing, shade trees among others. The park will have two points of entry, one of which will be located along La Novia Avenue.

TRAILS

City of San Juan Capistrano is rich with many trails surrounding the project area. There are two trails at and adjacent to the project area that provide additional recreational connectivity for City residents. Due to the narrow width, there is not a trail crossing over the San Juan Creek on the bridge.

San Juan Creek Trail is located on the northern side of the San Juan Creek, with an unprotected crossing La Novia Avenue at about 300' south of the intersection of La Novia Avenue and Calle Arroyo. This trail begins on its southern tip of the I-5 and runs alongside the creek for a length of about 3 miles ending on the north side by the Reata Park and Event Center and Ortega Freeway. This trail is identified as a Hiking and Riding trail by OC Parks.

The city-owned **Barking Dog Trail** is located on at the southeastern side of the intersection of La Novia Avenue and San Juan Creek Road and runs for a length of over half a mile to provide connectivity to the surrounding neighborhood and additional City trails.



BICYCLE FACILITIES

City of San Juan Capistrano has a network of Class I and II bike routes connecting the residents to different destinations within the city. Due to the bridge width, none of the bike paths cross through the project area.

- Class I bike path along south side of Calle Arroyo, west of La Novia Avenue
- Class I bike path east of La Novia Avenue, south of Calle Arroyo
- Class I bike path on the north side of San Juan Creek Road and connecting to La Novia Avenue
- Class II on-street bike lanes on La Novia Avenue, south of San Juan Creek Road
- Class II on-street bike lanes on San Juan Creek Road, west of La Novia Avenue

LOCAL EQUINE

San Juan Capistrano today remains a vibrant hub for equestrian enthusiasts, seamlessly blending its historical love for horseback riding with modern-day amenities. The city boasts a variety of equestrian facilities, including numerous stables, riding schools, and public trails that cater to riders of all levels. These trails meander through the scenic landscapes and open spaces that characterize the region, providing both residents and visitors with a unique opportunity to experience the area's natural beauty.

There are numerous equestrian facilities in the vicinity of the project study area, both along the north and south side of San Juan Creek, with access from San Juan Creek Road and Calle Arroyo.

NEIGHBORING SCHOOLS

There are two educational facilities in the vicinity of the project study. **St. Margaret's Episcopal School** is located on the north end of the project at the intersection of La Novia Avenue and Calle Arroyo.

There are two schools on San Juan Creek Road, located to the east within one-quarter mile east of La Novia Avenue. **California Republic Leadership Academy** charter school and the **Harold Ambuehl Elementary School** campuses are adjacent to each other on the north side of San Juan Creek Road.



SAN JUAN CREEK

San Juan Creek has a storied history as part of the region surrounding San Juan Capistrano. The creek itself begins in the southern Santa Ana Mountains and winds through San Juan Canyon, joining with Arroyo Trabuco as it passes through the city of San Juan Capistrano and discharges into the Pacific Ocean at Doheny State Beach. An important note is that the City owns the land while Orange County Flood Control District has a 250-foot wide easement for the creek.

Over the years, San Juan Creek has played a significant role in the hydrology and ecology of the area. The watershed of the creek covers an area of approximately 176 square miles, stretching across parts of southern Orange County and western Riverside County in southern California.

HYDRAULIC MODELING AND PRELIMINARY ANALYSIS

Numerous hydraulic and sedimentation models for San Juan Creek at the La Novia Bridge crossing have been completed by the Orange County Public Works (OCPW), Federal Emergency Management Agency (FEMA), and others. The County hydrology studies for San Juan Creek have identified the design flow rates for San Juan Creek at the La Novia crossing. FEMA has also identified a 100-year flow rate in the channel at the bridge location. The following flow rates are important in the consideration of any improvements to the bridge:

OCPW 100-Year High Confidence (HC) Flow Rate = 42,200 cfs

OCPW 100-Year Expected Value (EV) Flow Rate = 31,100 cfs

OCPW 50-Year HC Flow Rate = 37,981 cfs

OCPW 50-Year EV Flow Rate = 27,971 cfs

FEMA 100-Year Flow Rate = 30,000 cfs

The effective FEMA floodplain mapping indicates that the bridge is a hydraulic restriction along the channel. The San Juan Creek water surface profile as shown on the FEMA Flood Insurance Rate Map (FIRM) rises over 2-feet through the bridge structure with a water surface elevation of 104 ft on the downstream side and 106 ft on the upstream side of the bridge. The floodplain maps and water surface elevations from the FIRM are shown in **Figure 3** on the following page.





Figure 3. FEMA Effective Floodplain Mapping with Water Surface Elevations

Previous hydraulic models prepared for OCPW also indicate that the existing channel and bridge structure do not have the capacity for the discharge associated with the 100-year storm events. The County's hydraulic analyses along the creek have been completed using both the HC and EV flow rates. The County's 100-year EV flow rate of 31,100 cfs is close to the FEMA flow rate of 30,000 cfs. The County's existing condition water surface elevations at the La Novia bridge are shown in the following cross section (**Figure 4**) at the upstream side of the bridge structure. The 100-Year HC flow condition is significantly over the top of the existing bridge structure. The 100-Year EV flow condition is above the soffit of the existing bridge structure. The water surface elevations calculated using the County's models are higher than what FEMA has indicated on the FIRM. This is because the County models utilize different topographic mapping and incorporate higher Manning's N-values compared to the FEMA models.

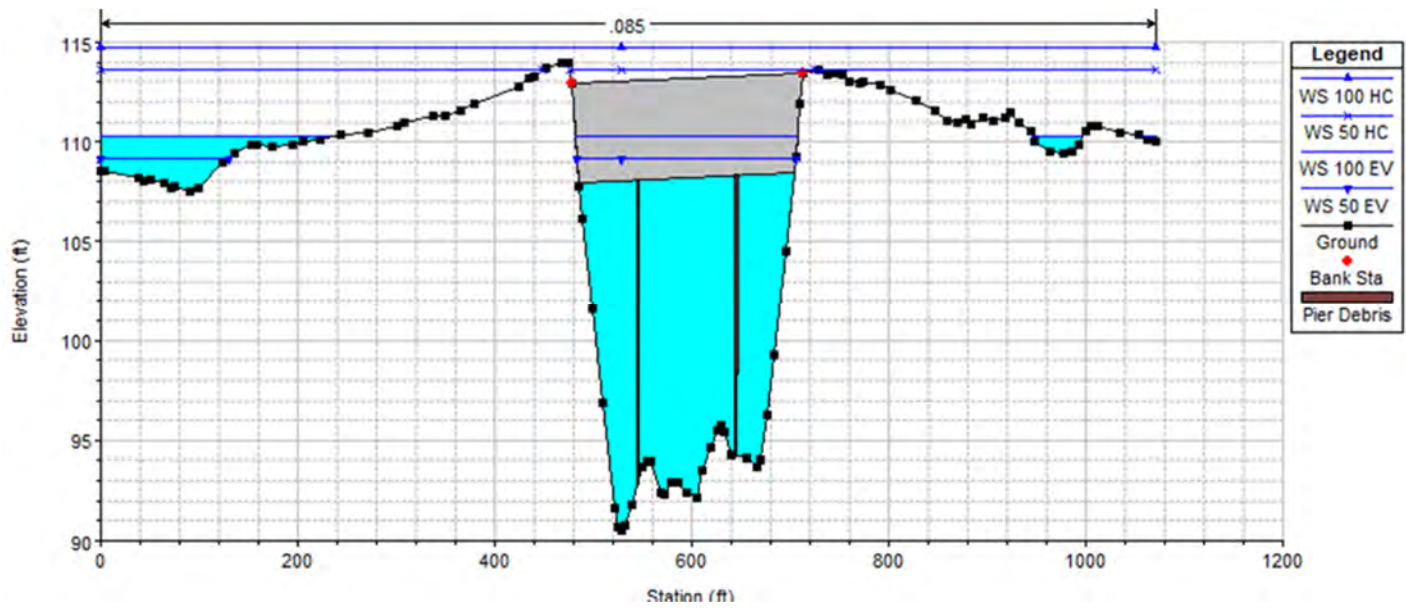


Figure 4. Existing La Novia Bridge Upstream Section (OCPW Flow Rates)

STORM DRAIN FACILITIES

Within the delineated project area, there are two existing major drainage systems. On the northern approach, a 57-inch reinforced concrete pipe channels stormwater into San Juan Creek, with an outlet west of the existing bridge.

On the southerly side, a 10-foot by 5-foot reinforced concrete box culvert, defined as County system L01S09, which commences on the east side of La Novia Avenue and discharges in an outlet structure immediately west of the bridge abutment, within the limits of the concrete slope lining in the San Juan Creek.

PROJECT AREA DEFICIENCIES

This Feasibility Study will evaluate the ability to address the following deficiencies within the project area:

- Determine whether widening or replacement of the bridge is required that will provide a resilient and sustainable long-term solution.
- Improve roadway segment level of service (LOS) to a minimum of LOS C in a 20-year horizon year
- Include adequate left turn queueing to address peak hour demands
- Provide multi-modal connectivity, including pedestrians, bicyclists and equestrians with measures to provide safer passage across the bridge

3. PROPOSED IMPROVEMENTS

ROADWAY

Following a comprehensive collaboration with the City and analysis of existing conditions, it is proposed to widen La Novia Avenue and the bridge to accommodate 4 vehicular lanes with a striped median. This would be consistent with the designated roadway classification. Left turn pockets would be lengthened to accommodate the current and future turning volumes and queueing demands.

The roadway profile would be raised approximately three feet to accommodate the bridge structure and channel hydraulics, discussed in further detail in those related sections.

The proposed improvements are shown in **Figure 5** on the following page.

CONNECTIVITY

Facilitating pedestrians, bicyclists and equestrian uses, the following improvements are included that will close a number of gaps in the existing network of sidewalks, paths and trails:

- Sidewalk would be provided on the east side of La Novia Avenue, providing continuous access across the San Juan Creek and connecting Cook La Novia and Windmill Parks.
- Connecting the Class I bike path/multi-use trail, along the east side of La Novia Avenue. This could be located behind a concrete barrier to provide additional safety benefits.
- Provide an equestrian trail along the east side of La Novia Avenue to connect the San Juan Creek Trail and Barking Dog Trail.
- Provide a new HAWK signal to facilitate the crossing of La Novia Avenue at the San Juan Creek Trail crossing.

ROADWAY CAPACITY

With four lanes of travel and median, La Novia Avenue would be consistent with the City's Circulation Element and OCTA MPAH designation for a Primary Arterial. With this configuration, and the February 2024 24-hour Average Daily Traffic (ADT) of 11,160 vehicles results in a LOS A for the roadway with a vehicles/capacity (v/c) ratio of 0.30. The capacity based on the OCTA MPAH Guidelines is 37,500 for a four-lane divided roadway.

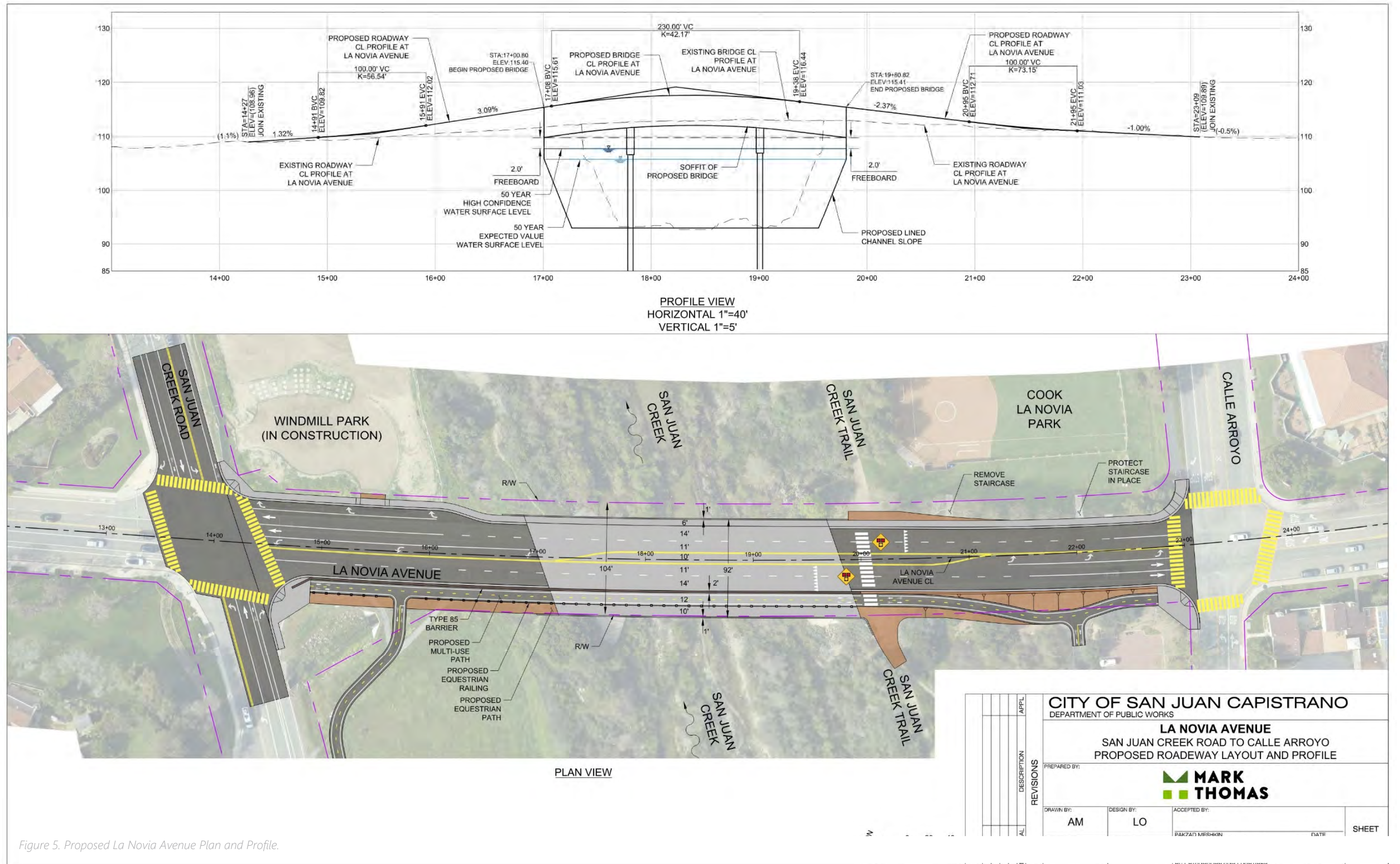


Figure 5. Proposed La Novia Avenue Plan and Profile.

STRUCTURAL

PROPOSED STRUCTURE ALTERNATIVES

SUPERSTRUCTURE: Structural steel girder bridge is a comparable alternative to the preferred alternative in regard to constructability. However, it requires continuous long-term maintenance from the owner agency, specifically in regard to the steel paint.

Cast-In-Place (CIP) concrete box girder bridge is the most common bridge type in California. Prestressed (PS) concrete box girder is more desirable compared to the Reinforce Concrete (RC) box girder, because of its efficiency of prestressing, the girder depth-to-span (d/s) ratio is lower, requiring shallower structure depth for the same span lengths. CIP box girder construction, however, requires temporary falsework during construction in the creek. This will increase the construction footprint in the creek for the project which will increase cost by not only increasing construction duration, but environmental compliance scope will increase due to the construction footprint size in the creek. CIP construction type requires longer construction duration in the field, since construction is restricted by wet season conditions in the creek.

Precast (PC) concrete girder is fabricated off-site and transported to project site and erected in place. There are multiple PC concrete girder types used in California, which include: traditional I-girders, California bulb-T girders, voided and solid slab girders, box girders, and California Wide Flange (CA-WF) girder. PC/PS concrete CA-WF girder is the most efficient girder due to its cross-section geometry. It has the same d/s ratio as the CIP/PS concrete box girder structure. CA-WF girder has multiple benefits compared the CIP concrete box girder structure. Important ones to note are shorter construction duration in the field and smaller construction footprint in the creek.

SUBSTRUCTURE: Bridge end supports will be open end seat type abutments supported on group of piles and pile cap. San Juan creek channel side slopes will connect to the abutment front face at the top. Standard cantilever type wingwall will be connected to both ends of the abutments to contain backfill.

Bridge intermediate supports are multi-column piers with drop bent cap supported on large diameter Cast-in-Drilled-Hole (CIDH) concrete piles. Circular columns are the ideal column shape for the pier support in the creek, due to its circular shape against the flow.

Pier wall supports are no longer accepted by Caltrans for new bridges, since California Seismic Design Criteria (SDC) 2.0 was published in 2019. However, it is worth noting that Caltrans is currently working on a research project with UC Berkeley to investigate pier wall seismic performance and develop improved seismic details and guidelines for pier wall seismic design.

SPAN CONFIGURATION: In California, new bridges are required to provide soffit elevation higher than 100-year design flood water surface elevation or 2-foot freeboard in addition to the 50-year design flood water surface elevation. For the project location, preliminary hydraulic analysis was performed at the proposed bridge location for multiple alternatives and in all cases, 50-year high confidence water surface elevation with the 2-foot freeboard was the governing bridge soffit elevation.

Multiple bridge lengths and span configurations were studied for the proposed La Novia Ave bridge replacement.

- 280ft long Two-span (140ft,140ft) PC/PS Concrete CA-WF girder bridge on multi-column bent support.
- 320ft long Two-span (160ft,160ft) PC/PS Concrete CA-WF girder bridge on multi-column bent support.
- 320ft long Three-span (100ft,120ft,100ft) PC/PS Concrete CA-WF girder bridge on multi-column bent support.
- 280ft long Three-span (80ft,120ft,80ft) PC/PS Concrete CA-WF girder bridge on multi-column bent support.

BRIDGE LENGTH	NUMBER OF SPANS	SPANS	SUPERSTRUCTURE TYPE	STR DEPTH
280FT LONG	Two-span	(140ft,140ft)	PC/PS Conc CA-WF	5'-9"
320FT LONG	Two-span	(160ft,160ft)	PC/PS Conc CA-WF	6'-6"
320FT LONG	Three-span	(100ft,120ft,100ft)	PC/PS Conc CA-WF	5'-0"
280FT LONG	Three-span	(80ft,120ft,80ft)	PC/PS Conc CA-WF	5'-0"

The proposed bridge configuration is shown on the following page in **Figure 6**.

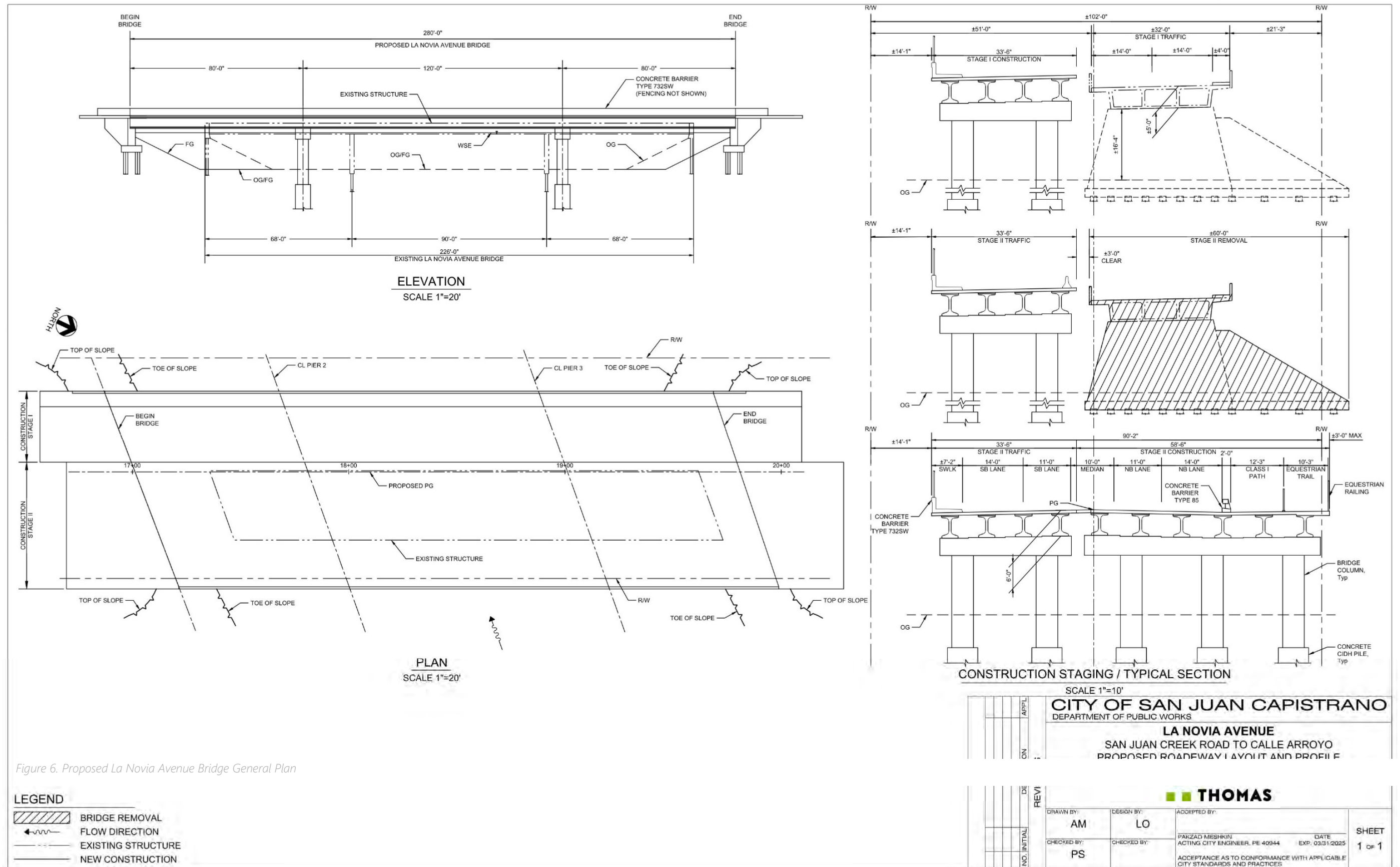


Figure 6. Proposed La Novia Avenue Bridge General Plan

PROPOSED ALTERNATIVE: Proposed feasible alternative for La Novia Ave Bridge is a three-span (80ft, 120ft, 80ft) PC/PS concrete CA-WF girder structure supported on multi column pier and open-end seat type abutments. This alternative provides 2ft freeboard to the 50-year High Confidence (HC) water surface elevation, which is the governing elevation for the proposed bridge.

STAGE CONSTRUCTION

The proposed La Novia Ave Bridge will be constructed in two construction stages. The existing La Novia Avenue bridge will carry traffic during stage construction one, while western portion of the new La Novia Bridge construction is under way. Once western half of the proposed bridge is completed, traffic will shift to the new partially constructed bridge and existing La Novia Avenue bridge will be removed and eastern portion of the new bridge will be constructed and connected to the Stage one bridge via deck closure pour.

AESTHETICS

Project aesthetics will generally follow the structure aesthetics of the City of San Juan Capistrano, mainly with a rural theme. Bridge architectural treatment details will be evaluated in more detail as the project progresses into planning stage, incorporating inputs from the City and community outreach.

GEOTECHNICAL

Based on the as-built Log-Of-Test-Borings (LOTB) sheet, site soils are composed predominantly of coarse-grained soils consisting of medium dense to dense sand, silty sand, and gravel with isolated pockets of stiff to very stiff silt and clay. Based on the as-built LOTB sheet, groundwater was encountered near elevation +92 feet.

The preliminary Caltrans Peak Ground Acceleration (PGA) at the project site is estimated to be 0.45g. Based on the subsurface information collected from the as-built LOTB sheet and per Sections 6.1.2 and 6.1.3 of SDC 2.0 (2019b), the onsite soils are classified as "Class S2" soils.

Based on the preliminary liquefaction potential screening using a preliminary design groundwater elevation of +92 feet and blowcounts and soil descriptions shown on the attached as-built LOTB sheet, liquefaction potential exists at the project site. Therefore, is anticipated at the project site.

Since liquefaction-induced settlement potential exists at the project site, the near-surface site soils are not anticipated to have sufficient bearing resistance to support the proposed structure on spread footings, and deep foundations are recommended. Since liquefaction-induced settlement is anticipated, piles will need to be designed per Caltrans guidelines to resist down drag.

Pile footings at the piers may not be feasible if scour depths are very deep. If scour depth is very deep, pile extensions or Type I or Type II shafts are recommended. Since driven piles may encounter early refusal, CIDH piles are recommended for this case. If scour depth is shallow, pile footings can be used and driven or drill piles can be used. Driven steel HP piles are preferred over concrete piles due to potential early refusal. Driven steel HP piles cannot be fixed at the pile head per SDC 2.0 requirement.

INTERIM IMPROVEMENT PROJECT

According to the latest Bridge Inspection Report (BIR), dated October 21, 2022, La Novia Ave bridge has repair work recommended for the local agency. These include:

- Clean and protect the entire deck surface cracks, by placing polyester concrete.
- Level and patch the spalls at adjacent roadway approaches at both sides.
- Replace the joint seal type A and repair the headers at both abutments.

The City of San Juan Capistrano plans to do structure repair project within the next five years, which include the BIR recommended work listed above as well as adding a short-term fall protection chain-link fencing along the easterly outside edge of the raised concrete sidewalk.

Short-term structures repair work will include:

- Repair concrete spalls and level concrete roadway approaches. (Assumed spall area = 30% of concrete roadway approaches)
- Replace joint seal type A.
- Place polyester concrete overlay on entire deck and concrete approaches.
- Install a 54-inch-tall chain link fencing to the existing easterly metal railing.

SAN JUAN CREEK

Evaluating the existing condition of water surface elevations and mapped floodplain limits, lengthening of the bridge span was the first alternative evaluated to identify a bridge section designed to meet the hydraulic requirements. Lengthening would occur on both sides of the bridge. The north side would be widened to the location of the downstream levee shown on the FEMA flood map. Widening on the south bank was extended based on the capacity needed to lower the water surface elevations to below the bridge deck.

The creek hydraulics were re-run with a widened bridge section. Various widths were evaluated. The initial results indicated that widening alone was not sufficient to lower the water surface elevations through the bridge to acceptable levels. This is due to the limited capacity of the downstream channel sections. The channel through this reach flows in a subcritical flow condition, and the water surface elevations at the bridge are influenced by the downstream channel. Without improving the downstream channel, the bridge structure will need to be raised to pass the 50-year storm flow below the soffit of the bridge.

A cross section of the widened bridge structure with the calculated water surface elevations is shown in **Figure 7**. The results of the analysis identified a 50-Year HC water surface elevation of 107.7 ft at the upstream side of the bridge, and a 50-Year EV of 105.7 ft. The water surface profiles along San Juan Creek at the La Novia bridge are shown in **Figures 8 and 9** for the existing and project conditions, respectively.

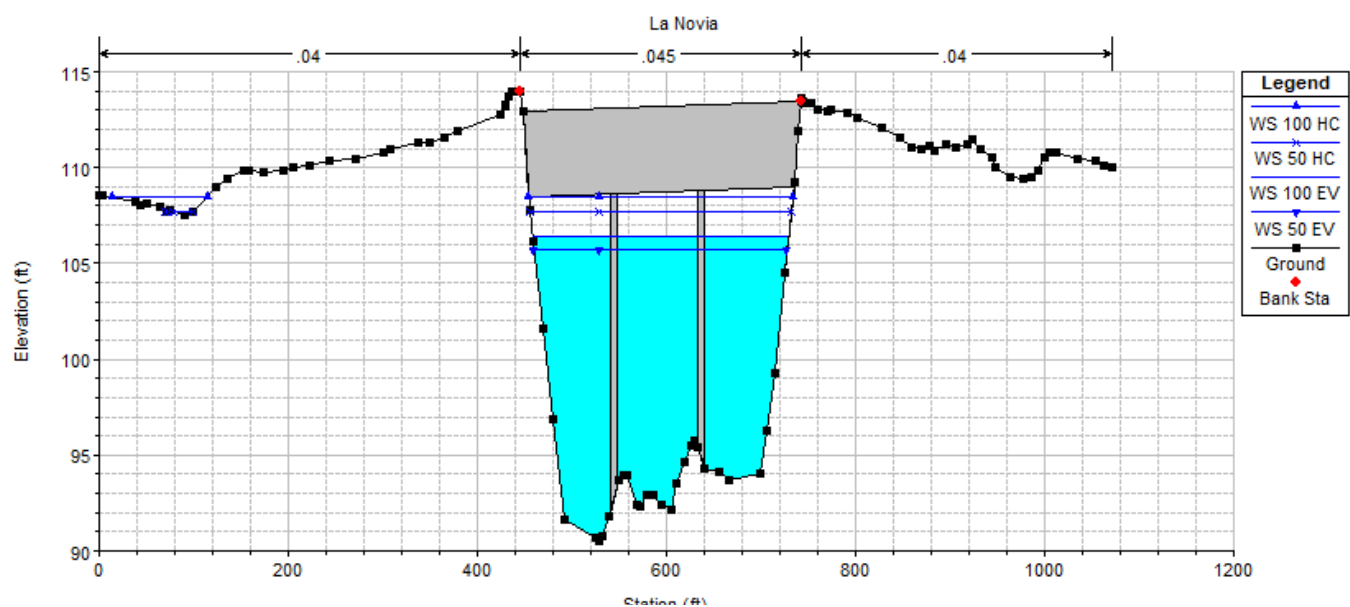


Figure 7 Widened La Novia Bridge Upstream Section (OCPW Flow Rates)

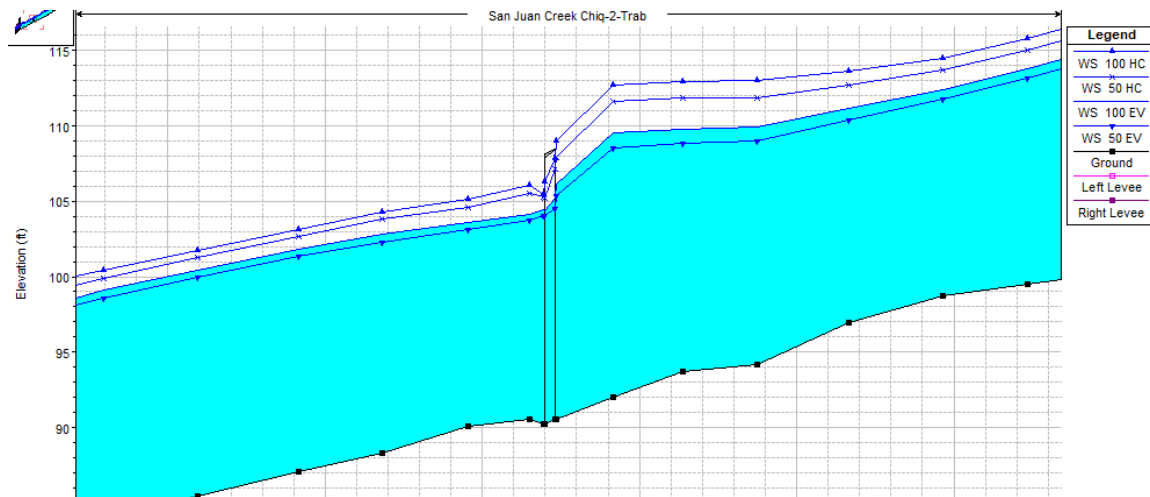


Figure 8. Existing Condition Water Surface Profile (OCPW Flow Rates)

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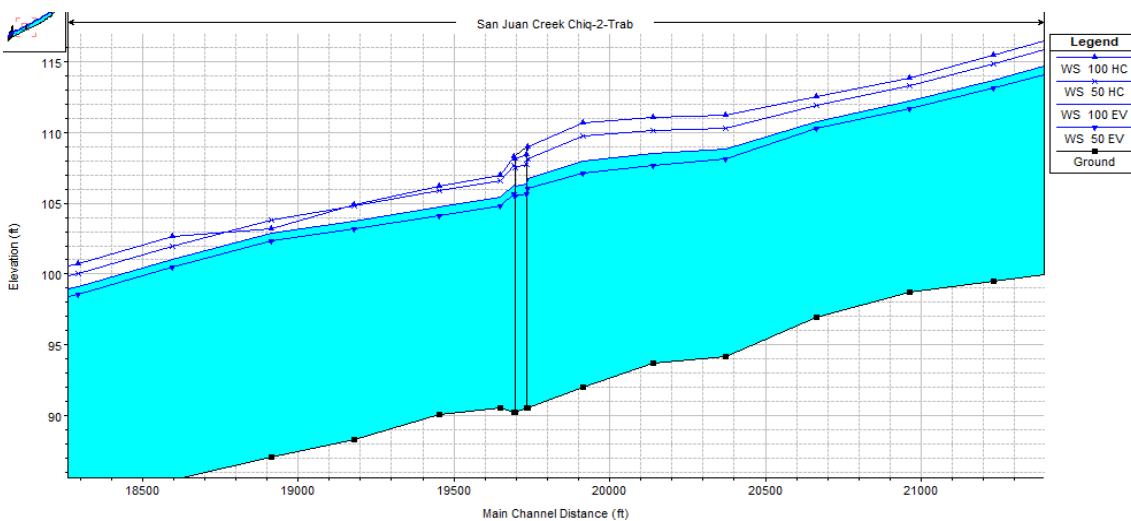


Figure 9. Proposed Condition Water Surface Profile at Bridge (OCPW Flow Rates)

Based on the results of the analysis it is recommended that the proposed bridge structure be raised and widened as part of the project improvements. This will increase the conveyance capacity through the bridge structure and provide a bridge soffit that meets the Caltrans requirements for bridge hydraulics by passing the 50-year storm event with 2-feet of freeboard and the 100-year storm without freeboard.

The discussion of the potential bridge improvements should be coordinated with the Orange County Public Works (OCPW) Infrastructure Programs. While the bridge and channel in the area are located on City property, OCPW is considering improvements to the channel to stabilize the reach in the project vicinity. These future improvements should be considered in the bridge design.

PRELIMINARY SCOUR

Preliminary scour calculations have also been prepared along this reach. They indicate potential long-term degradation at the bridge location from 4- to 10-feet. This will impact the bridge design and measures to stabilize the channel at this location or accommodate the long-term degradation should be considered in the evaluation of the recommended improvements.

STORM DRAIN SYSTEMS

The 10-foot by 5-foot RCB, County system L01S09, is impacted by the widening and lengthening of the La Novia Avenue bridge. The outlet will need to be reconstructed to the west, outside of the bridge footprint. The new outlet would be located within the widened channel and concrete lining. A portion of the RCB will be removed and a new facility constructed with a horizontal curve to facilitate the realignment. This is shown in **Figure 10** below.

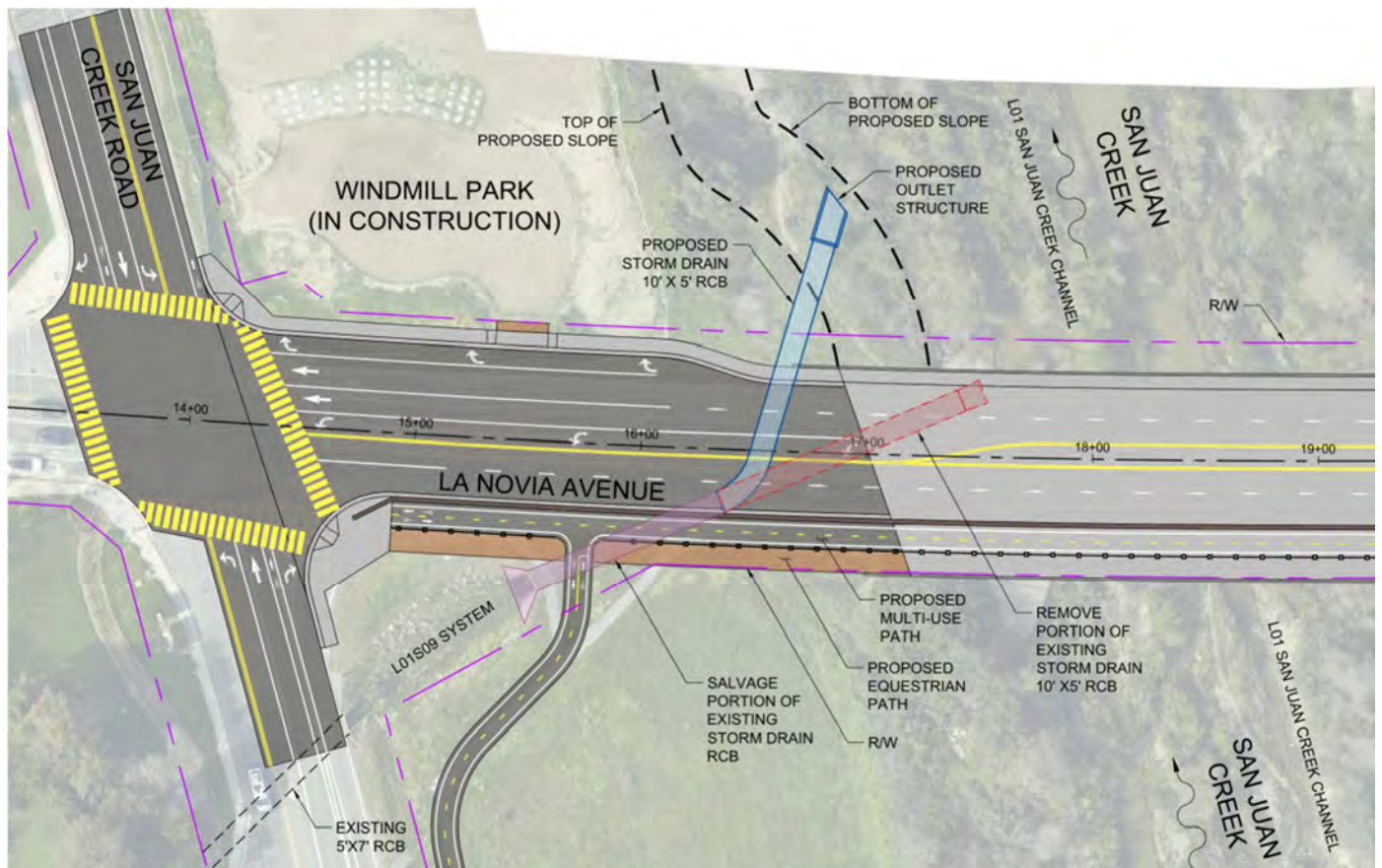


Figure 10. Relocation of existing RCB and outlet into San Juan Creek

UTILITIES

A critical aspect of implementing any improvements involves acquiring a thorough understanding of the existing utilities and collaborating with the relevant agencies to devise a plan for necessary utility relocations.

As part of our preliminary research, we have established communications with numerous utility agencies. The majority of these agencies have supplied us with atlases and as-built drawings, which have been instrumental in creating a base map of the existing utilities in the area. Please refer to **Appendix C** for the matrix and utilities base map.

There are numerous utilities on the existing bridge, including multiple water mains and telecommunication facilities as well as electrical and natural gas. OCFCD has flow monitoring equipment in two of the bridge quadrants as well. Each of these will be impacted by the project. Coordination in the design phase will be required and potential temporary relocations may be required to maintain service during construction.

ENVIRONMENTAL CONSIDERATIONS

The project will require environmental clearance in conformance with the California Environmental Quality Act (CEQA) and due to the federal funding, also the National Environmental Policy Act (NEPA). The City will be the lead for CEQA, Caltrans will be the lead for NEPA due to their delegation of authority from the Federal Highway Administration (FHWA).

The Bridge repair/rehabilitation is expected to have minor permanent and temporary impacts to waters of the U.S. and State, wetlands, and sensitive habitat. The Project is located within federal Arroyo Toad Critical Habitat. Bridge construction is expected to include the reconstruction of existing slopes to create a broader cross section of the San Juan Creek bed and bank. Below are the identified studies that are expected to be required for both CEQA and NEPA, as well as the regulatory permitting requirements.

CEQA

The Project is expected to qualify for a Mitigated Negative Declaration. While the project adds lanes, it will not be considered growth inducing or enhancing capacity per AB 743 Vehicle Miles



Utilities located on the bridge will require staged relocation to maintain service during construction.

Traveled (VMT) requirements. We believe the project will screen out of requiring a VMT analysis. As such, an Initial Study will be prepared and the following technical reports and focus surveys are expected to be required:

Air Quality, Greenhouse Gas, Energy

- Construction related only

Biological Technical Report with focus surveys

- Least Bell's Vireo
- Arroyo Toad
- Crotch's Bumblebee
- Coastal California Gnatcatcher
- Monarch Butterfly - California Overwintering Population
- Thread-Leaved Brodiaea
- Western Spadefoot
- Western Pond Turtle

Wetlands/Waters Jurisdictional Delineation

Cultural Resources Reports

- Archaeological Resources
- Palaeontologic Resources
- Tribal Consultation under AB 52

Hydrology Report

Noise Report

- Construction only

Phase 1 Hazard Materials Report

Vehicle Miles Travelled (VMT) Assessment

Water Quality Management Plan

NEPA

The studies that are completed for CEQA will also be utilized for NEPA. The Project is expected to require a Caltrans PES and qualify for a Categorical Exclusion. The additional studies needed for NEPA are expected to include:

Section 4(f) Memo

- Confirm no or de minimus impacts to parks

U.S. Fish & Wildlife Service Endangered Species Act

Section 7

Regulatory Permits

Waters of the U.S.

- U.S. Army Corps of Engineers Section 404 Nationwide Permit No. 14
- San Diego Regional Water Quality Control Board Section 401 Water Quality Certification

Waters of the State

- **California Department of Fish & Wildlife Section 1602 Streambed Alteration Agreement**

Endangered Species Permitting

- **Federal Section 7 (to be completed to finalize NEPA document)**

CDFW Incidental Take Permit (depending on focus surveys)

Mitigation

The Project is expected to be self-mitigating because it will create a broader cross section of the San Juan Creek bed and bank and because the size of the permanent impacts is expected to be very small. Proposed mitigation would include:

- Minimize impacts to waters/wetlands and endangered species
- Remove invasive species for 2-5 years after construction in the temporary impact area
- Seed the expanded cross section and remove invasive plants for 2-5 years to allow establishment of native plants



Bridge replacement will have temporary and permanent impacts to the creek habitat

4. PROJECT COST AND FUNDING

PROJECT ESTIMATE OF PROBABLE COST

A rough order of magnitude cost has been developed for the concept described herein. Being conservative on cost at this stage is important to ensure sufficient funding is being sought when applying for grant funding. The estimate is based on first quarter 2024 cost data and should be escalated at time of applying for grant funding. See **Appendix D** for the detailed breakdown.

ENGINEERING & ENVIRONMENTAL

Preliminary Engineering & Environmental, including Outreach (7%)	\$ 1,000,000
Final Design (12%)	\$ 2,435,000
SUB-TOTAL ENGINEERING COST	\$ 3,298,000

RIGHT OF WAY

Right-of-Way	\$ 130,000
SUB-TOTAL RIGHT OF WAY COST	\$ 130,000

CONSTRUCTION

Roadway Items	\$ 5,910,000
Structure Items	\$ 14,380,000
Total Construction Cost	\$ 20,290,000
Construction Management (12%)	\$ 2,435,000
SUB-TOTAL CONSTRUCTION COST	\$ 22,725,000

TOTAL PROJECT COST

\$ 26,153,000

INTERIM PROJECT COSTS

An estimate has been prepared for the interim improvements for the bridge, inclusive of design and construction. The total cost is estimated at **\$970,000**.

See the detailed Estimate in **Appendix E** for details.

POTENTIAL FUNDING SOURCES

The proposed project includes elements that are attractive to funding agencies. Addressing congestion, installing bicycle and pedestrian elements, and improving climate resiliency align with multiple funding programs.

Below are brief descriptions of these programs and eligible project phases, in order of suggested priority coupled with higher probability for success in securing timely funding for the project.

As the current federal earmark received by the City will fund the preliminary engineering and environmental phase of work, the funding sources below focus on design (DES), right of way (ROW) and construction (CON) phases. Ultimately the goal is to limit the funding needed from City sources, such as the Capistrano Circulation Fee Program (CCFP), to the greatest extent possible.

OCTA Comprehensive Transportation Funding Program (CTFP) Project O Arterial Capacity Enhancement (ACE)

Phases: DES | ROW | CON

Probability: High

The ACE program utilizes Measure M2 funding for capacity improvements as well as multiuse paths. Each summer OCTA issues an annual Call for Projects. Eligible projects must be consistent with the Master Plan of Arterial Highways (MPAH). This source may fund up to 75% of the project costs. The Project has a high probability of securing these funds as initial calculations are in the competitive range.

Community Project Funding/Congressionally Directed Spending (CPFCDs)

Phases: DES | ROW | CON

Probability: High

This program is the update of federal earmark program and occurs annually with the federal budget authorization. The Project aligns with the Highway Improvement Program category, which funds various roadway, bridge, and active transportation improvements. The City was successful in obtaining \$850,000 in CPFCDs funding from Congressman Mike Levin (CA-49) for the Preliminary Engineering, California Environmental Quality Act, and National Environmental Policy Act clearance. It is a high probability for securing CPFCDs funds and the level of effort is low.

FUNDING SUCCESS STORY

City of Yorba Linda

OCTA CTFP & CSP FUNDING

The City of Yorba Linda has been successful in receiving environmental, design and right of way funding to date for their \$30M widening project of Yorba Linda Boulevard and Savi Ranch Parkway. The project includes the widening of the 775-foot long bridge over the Santa Ana River and includes Class I and Class IV bicycle facilities and an equestrian trail. To date, CTFP has funded 75% of the project costs.

Additionally, the City was awarded CSP funding from OCTA due to the active transportation/complete street elements. This is funding the NEPA document, final design, and a portion of the right of way and construction.

The City will be seeking construction funding over the next two years from the CTFP and will build this project in two phases.

Local Transportation Climate Adaptation Program (LTCAP)

Phases: DES | ROW | CON

Probability: Medium

The LTCAP is a federal funding program administered by the California Transportation Commission (CTC) that funds climate resiliency improvements. This includes raising bridges to accommodate flood flows and active transportation elements that reduce greenhouse gas emissions. The next Call for Projects is anticipated in Summer 2024. This may be the last funding round as the program is financed with Infrastructure Investment and Jobs Act (IIJA) money which ends in Fiscal Year 2026.

OCTA Complete Streets Program (CSP)

Phases: DES | ROW | CON

Probability: Medium

This program is the modification of the OCTA Bicycle Corridor Improvement Program (BCIP), using Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) program funds. Only one Call for Projects has been issued to date in Fall 2023. The next Call for Projects is anticipated within the next two to three years. The program funds the implementation of complete streets elements such as multiuse paths, crosswalks, and traffic signals.

Federal Highway Bridge Program (HBP)

Phases: DES | ROW | CON

Probability: Medium (Interim), Low (Replacement)

The HBP is a federal funding program administered by Caltrans for the rehabilitation and replacement of bridges. Eligible projects have bridges in poor condition in the National Bridge Inventory. In addition to bridge rehabilitation and replacement, HBP also includes the Bridge Preventative Maintenance Program (BPMP) which funds lower cost repairs. HBP is oversubscribed which has created delays in new bridges being included in the program. The Project is eligible under both the HBP and BPMP. The BPMP near term bridge repairs have a medium probability of being funded in the next five years and the HBP long term bridge replacement has a low probability of being funded.

FUNDING SUCCESS STORY

City of Laguna Niguel

LTCAP Funding

The City of Laguna Niguel was awarded over \$15M in LTCAP funding for their La Paz Avenue project.

This project will construct a road diet on La Paz Avenue, reducing the traffic from four lanes to two lanes while adding Class IV bike lanes. The project includes features that support the climate resiliency goals of the program. In addition, the project will address the landslide, moving the roadway away from the historical slide area, allowing for regrading of the slope and implementing long-term

Federal Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT) Program

Phases: DES | ROW | CON

Probability: Low

PROTECT is the complimentary federal program to LTCAP. This program is administered by the Federal Highway Administration and will fund bridge modifications, nature-based infrastructure, and active transportation facilities to address flooding, sea level rise, and increased temperatures. The PROTECT has funding rounds annually, projected until the end of the IJA in Fiscal Year 2026. The Project has a low probability of securing funding from PROTECT as the City will be competing nationally against other projects.

ESTIMATING FOR GRANT FUNDING

The construction industry continues to experience cost increases due to inflation, resource challenges, material shortages and supply chain issues. In fact, the Caltrans Construction Cost Index shows a 52% increase from January 2022 to December 2023. The first quarter 2024 cost index has not been published.

With this volatility, it is important that a conservative approach be used when developing project budgets to use on grant applications. Escalation of costs to the potential mid-point of construction is imperative.

Additionally, in the early stages of project development, it is recommended to include all desired project components that meet the project needs and standards. There is ample time to refine the design as the project advances, such as the width of travel lanes, median and trails, that will help reduce or contain costs as needed once funding has been received and to fit within budget.



Source: Caltrans Construction Cost Index, <https://sv08data.dot.ca.gov/contractcost/indexes.php>

PROJECT DELIVERY AND FUNDING TIMELINE

The following is an estimated timeline of activities for the life of the project, including the funding needs and potential sources. Timing of funding is critical to have the funds on hand when you're ready to advance to the next phase to avoid unnecessary delays.

(Costs shown in \$1,000s).

Phase & Budget Requirement	Start	End	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
PE/Environmental	1/25	6/26	\$900					
Final Design	6/26	12/27			\$2,435			
Right of Way / Permitting	1/28	12/28				\$190		
Construction	1/29	12/30					\$22,725	
Total Funding:		\$26,250	\$900	\$2,435	\$190	\$22,725		

Funding Source/Potential Funding	Total Funding	24/25	25/26	26/27	27/28	28/29	29/30
CPFCDs (Federal Earmark)	\$850	\$850					
City CCFP	\$50	\$50					
OCTA CTFP (75%)	\$19,013			\$1,826	\$143	\$17,044	
Match Required:	\$6,338			\$609	\$48	\$5,681	
Scenario 1 Match: OCTA CSP at 88%, \$5M Max	\$5,000			\$536	\$42	\$4,423	
City CCFP or Federal Earmark	\$1,338			\$73	\$6	\$1,259	
Scenario 2 Match: Federal Earmark, \$4M Max	\$4,000			\$609	\$48	\$3,344	
City CCFP	\$2,338			\$0	\$0	\$2,338	
Total Funding:	\$26,290	\$900		\$2,435	\$130	\$22,725	

5. CONCLUSION

Based upon the existing site conditions and proposed improvements, the project as described herein is feasible and fundable. Aggressively pursuing grant funding will allow this project to be significantly funded from outside sources.

PROJECT BENEFITS

The proposed project addresses the project site deficiencies and provides the following benefits:

- Provides a new bridge that improves overall resiliency by replacing the structurally and hydraulically deficient structure
- Improves channel hydraulics in the San Juan Creek that lowers the water surface elevation with the lengthened structure
- Addresses traffic operational challenges by increasing number of travel lanes and lengthening the left turn pockets to address volumes and queuing demand.
- Provides a barrier protected Class I bike path/multi-use path that closes the gap in the existing Class I facilities.
- Includes an equestrian path that connects two existing trails and provides a new crossing of San Juan Creek, thus linking the large number equestrian facilities on both sides of the creek.
- Includes a HAWK signal to provide a safer crossing of La Novia Avenue at the San Juan Creek Trail.
- Improves pedestrian connectivity on both sides of La Novia Avenue with accessible paths of travel.
- Reconfiguration of the westbound San Juan Creek Road right turn lane further improves pedestrian safety and provide four-way pedestrian crossing of this intersection

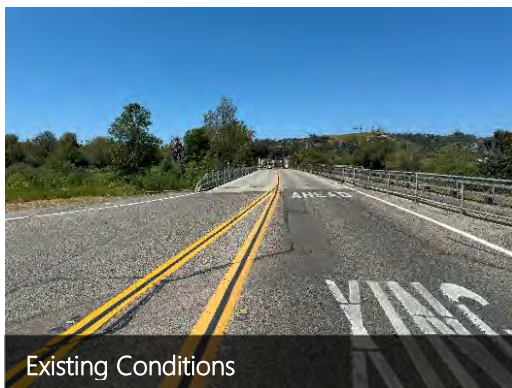
NEXT STEPS

- Initiate the preliminary engineering and environmental phase of the project using the federal earmark received.
- Actively engage the community in the next phase to solicit input on the proposed project features and aesthetics.
- Coordinate with the County of Orange, including OC Parks, OC Public Works and OC Flood

- Apply for grant funding in order to have final design funds available when needed in FY26/27, immediately upon completion of the environmental phase.

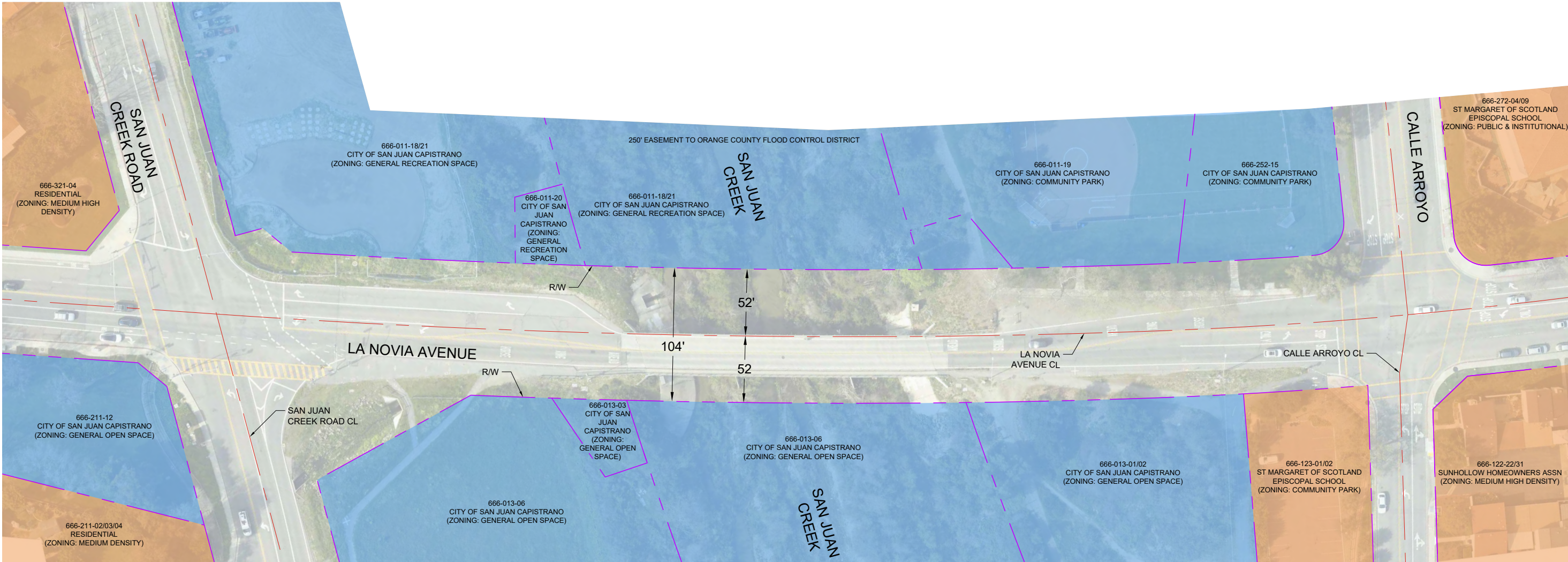
Our team has also prepared a project fact sheet, included in **Appendix F**, that will be a valuable tool for discussions with elected officials and in use in grant applications. This fact sheet is a living document that will be updated throughout the life of the project.

In addition, we have developed a project rendering that will further benefit the project by conveying the project to the community and elected officials. Similarly, this rendering can be updated to reflect final project amenities and aesthetics.



APPENDICES

APPENDIX A: RIGHT OF WAY AND LAND USE EXHIBIT



PLAN VIEW



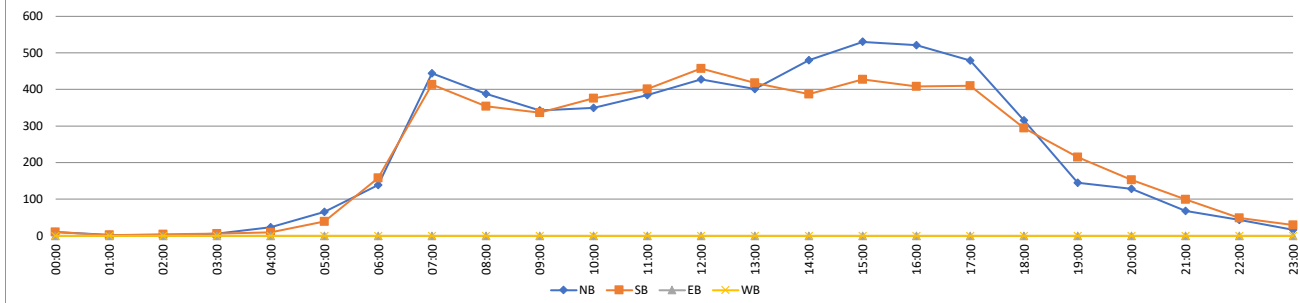
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APPENDIX B: TRAFFIC VOLUMES

VOLUME**La Novia Ave Bet Calle Arroyo and San Juan Creek Rd**Day: Thursday
Date: 2/22/2024City: San Juan Capistrano
Project #: CA24_010036_001

DAILY TOTALS						NB	SB	EB	WB	Total	DAILY TOTALS							
						5,706	5,454	0	0	11,160								
15-Minutes Interval											Hourly Intervals							
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL	
0:00	3	6			9	12:00	86	145			231	00:00	01:00	10	10		20	
0:15	3	2			5	12:15	131	108			239	01:00	02:00	2	2		4	
0:30	2	2			4	12:30	102	109			211	02:00	03:00	1	4		5	
0:45	2	0			2	12:45	108	95			203	03:00	04:00	6	6		12	
1:00	1	0			1	13:00	99	107			206	04:00	05:00	23	9		32	
1:15	0	2			2	13:15	90	117			207	05:00	06:00	65	39		104	
1:30	0	0			0	13:30	97	96			193	06:00	07:00	139	158		297	
1:45	1	0			1	13:45	115	98			213	07:00	08:00	444	413		857	
2:00	0	1			1	14:00	86	84			170	08:00	09:00	388	354		742	
2:15	0	0			0	14:15	135	113			248	09:00	10:00	342	336		678	
2:30	1	0			1	14:30	129	103			232	10:00	11:00	349	376		725	
2:45	0	3			3	14:45	130	87			217	11:00	12:00	384	401		785	
3:00	3	1			4	15:00	110	116			226	12:00	13:00	427	457		884	
3:15	0	1			1	15:15	105	106			211	13:00	14:00	401	418		819	
3:30	1	0			1	15:30	162	100			262	14:00	15:00	480	387		867	
3:45	2	4			6	15:45	153	105			258	15:00	16:00	530	427		957	
4:00	3	3			6	16:00	146	117			263	16:00	17:00	521	408		929	
4:15	6	2			8	16:15	140	83			223	17:00	18:00	479	410		889	
4:30	5	2			7	16:30	130	98			228	18:00	19:00	315	294		609	
4:45	9	2			11	16:45	105	110			215	19:00	20:00	145	215		360	
5:00	12	6			18	17:00	136	118			254	20:00	21:00	128	153		281	
5:15	18	5			23	17:15	106	102			208	21:00	22:00	68	99		167	
5:30	13	11			24	17:30	123	84			207	22:00	23:00	43	49		92	
5:45	22	17			39	17:45	114	106			220	23:00	00:00	16	29		45	
6:00	22	28			50	18:00	99	89			188	STATISTICS						
6:15	33	30			63	18:15	84	89			173		NB	SB	EB	WB	TOTAL	
6:30	32	43			75	18:30	66	66			132	Peak Period	00:00	to	12:00			
6:45	52	57			109	18:45	66	50			116	Volume	2153	2108			4261	
7:00	69	71			140	19:00	40	59			99	Peak Hour	7:30	7:15			7:30	
7:15	86	95			181	19:15	38	54			92	Peak Volume	494	424			914	
7:30	139	146			285	19:30	35	58			93	Peak Hour Factor	0.823	0.726			0.802	
7:45	150	101			251	19:45	32	44			76	Peak Period	12:00	to	00:00			
8:00	113	82			195	20:00	38	38			76	Volume	3553	3346			6899	
8:15	92	91			183	20:15	34	44			78	Peak Hour	15:30	12:00			15:30	
8:30	99	81			180	20:30	31	39			70	Peak Volume	601	457			1006	
8:45	84	100			184	20:45	25	32			57	Peak Hour Factor	0.927	0.788			0.956	
9:00	86	90			176	21:00	22	32			54	Peak Period	07:00	to	09:00			
9:15	81	85			166	21:15	10	21			31	Volume	832	767			1599	
9:30	85	80			165	21:30	22	24			46	Peak Hour	7:30	7:15			7:30	
9:45	90	81			171	21:45	14	22			36	Peak Volume	494	424			914	
10:00	85	100			185	22:00	12	19			31	Peak Hour Factor	0.823	0.726			0.802	
10:15	83	87			170	22:15	10	14			24	Peak Period	16:00	to	18:00			
10:30	76	81			157	22:30	10	7			17	Volume	1000	818			1818	
10:45	105	108			213	22:45	11	9			20	Peak Hour	16:00	16:30			16:00	
11:00	88	87			175	23:00	7	11			18	Peak Volume	521	428			929	
11:15	102	98			200	23:15	4	8			12	Peak Hour Factor	0.892	0.907			0.883	
11:30	98	88			186	23:30	4	6			10							
11:45	96	128			224	23:45	1	4			5							
TOTALS	2153	2108	0	0	4261	TOTALS	3553	3346	0	0	6899							
SPLIT %	51%	49%	0%	0%	38%	SPLIT %	52%	48%	0%	0%	62%							

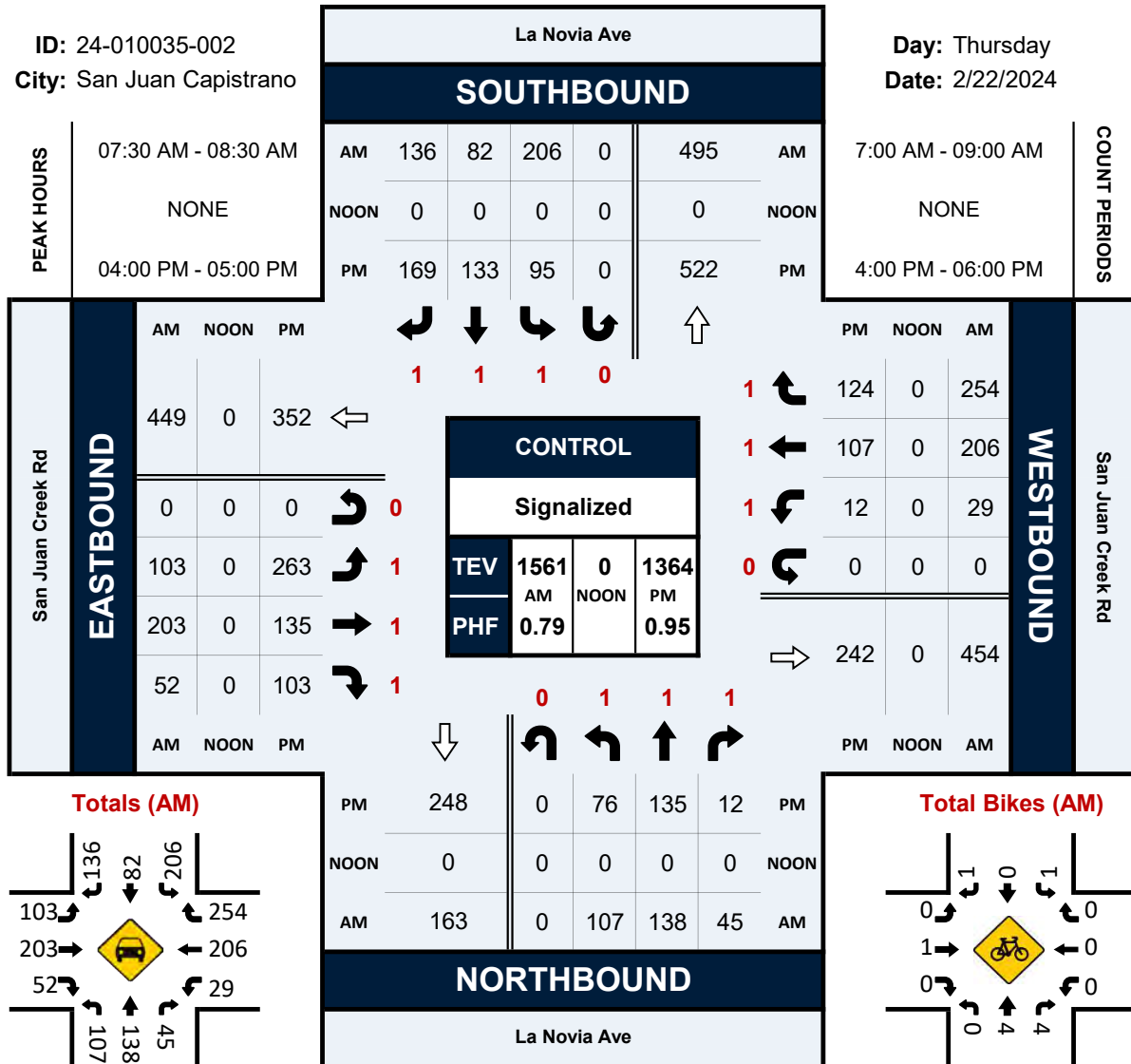


La Novia Ave & San Juan Creek Rd

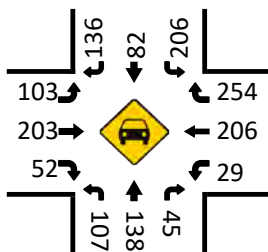
Peak Hour Turning Movement Count

ID: 24-010035-002
City: San Juan Capistrano

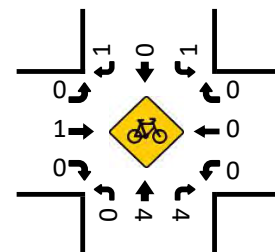
Day: Thursday
Date: 2/22/2024



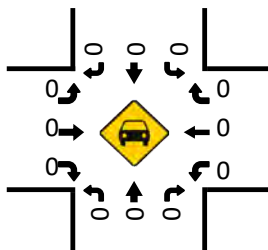
Totals (AM)



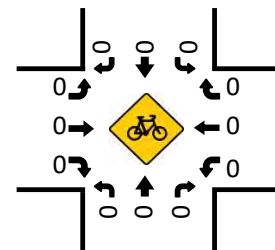
Total Bikes (AM)



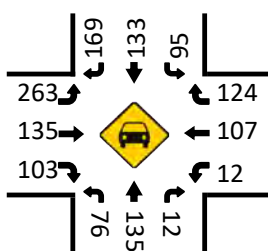
Totals (NOON)



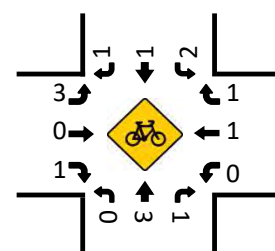
Total Bikes (NOON)



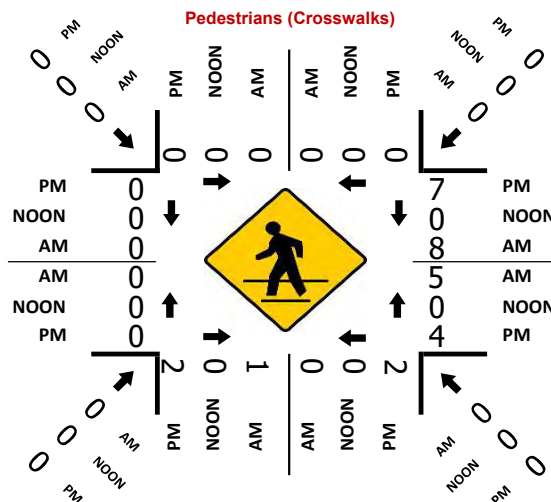
Totals (PM)



Total Bikes (PM)



Pedestrians (Crosswalks)



Location: La Novia Ave & San Juan Creek Rd
City: San Juan Capistrano
Control: Signalized

Project ID: 24-010035-002
Date: 2/22/2024

Data - Totals

NS/EW Streets:		La Novia Ave				La Novia Ave				San Juan Creek Rd				San Juan Creek Rd				
AM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	1 NR	0 NU	1 SL	1 ST	1 SR	0 SU	1 EL	1 ET	1 ER	0 EU	1 WL	1 WT	1 WR	0 WU	
	7:00 AM	15	22	4	0	21	13	33	0	20	16	11	0	0	15	28	0	198
	7:15 AM	14	31	3	0	43	14	31	0	18	35	5	0	2	27	37	0	260
	7:30 AM	25	30	26	0	95	25	34	0	18	70	11	0	12	54	92	0	492
	7:45 AM	29	37	5	0	48	13	34	0	29	75	8	0	13	82	90	0	463
	8:00 AM	25	32	10	0	30	23	30	0	27	41	17	0	3	46	46	0	330
	8:15 AM	28	39	4	0	33	21	38	0	29	17	16	0	1	24	26	0	276
	8:30 AM	27	47	2	0	16	26	41	0	26	20	13	0	0	23	22	0	263
	8:45 AM	17	38	3	0	23	33	42	0	26	23	10	0	1	28	23	0	267
TOTAL VOLUMES :		NL 180	NT 276	NR 57	NU 0	SL 309	ST 168	SR 283	SU 0	EL 193	ET 297	ER 91	EU 0	WL 32	WT 299	WR 364	WU 0	TOTAL 2549
APPROACH %'s :		35.09%	53.80%	11.11%	0.00%	40.66%	22.11%	37.24%	0.00%	33.22%	51.12%	15.66%	0.00%	4.60%	43.02%	52.37%	0.00%	
PEAK HR :		07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :		107	138	45	0	206	82	136	0	103	203	52	0	29	206	254	0	1561
PEAK HR FACTOR :		0.922	0.885	0.433	0.000	0.542	0.820	0.895	0.000	0.888	0.677	0.765	0.000	0.558	0.628	0.690	0.000	0.793
		0.895				0.688				0.799				0.661				

PM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	1 NR	0 NU	1 SL	1 ST	1 SR	0 SU	1 EL	1 ET	1 ER	0 EU	1 WL	1 WT	1 WR	0 WU	
	4:00 PM	14	31	2	0	22	38	50	0	67	32	24	0	2	29	49	0	360
	4:15 PM	22	34	3	0	22	28	34	0	78	37	21	0	2	18	23	0	322
	4:30 PM	17	39	4	0	23	30	42	0	63	36	26	0	3	25	32	0	340
	4:45 PM	23	31	3	0	28	37	43	0	55	30	32	0	5	35	20	0	342
	5:00 PM	31	38	3	0	19	34	48	0	53	23	34	0	2	19	39	0	343
	5:15 PM	22	27	2	0	19	32	51	0	65	16	30	0	2	14	20	0	300
	5:30 PM	16	26	1	0	27	21	41	1	64	32	28	0	0	20	26	0	303
	5:45 PM	14	29	0	0	25	33	48	1	59	25	30	0	1	18	29	0	312
TOTAL VOLUMES :		NL 159	NT 255	NR 18	NU 0	SL 185	ST 253	SR 357	SU 2	EL 504	ET 231	ER 225	EU 0	WL 17	WT 178	WR 238	WU 0	TOTAL 2622
APPROACH %'s :		36.81%	59.03%	4.17%	0.00%	23.21%	31.74%	44.79%	0.25%	52.50%	24.06%	23.44%	0.00%	3.93%	41.11%	54.97%	0.00%	
PEAK HR :		04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :		76	135	12	0	95	133	169	0	263	135	103	0	12	107	124	0	1364
PEAK HR FACTOR :		0.826	0.865	0.750	0.000	0.848	0.875	0.845	0.000	0.843	0.912	0.805	0.000	0.600	0.764	0.633	0.000	0.947
		0.929				0.902				0.921				0.759				

Location: La Novia Ave & San Juan Creek Rd
City: San Juan Capistrano
Control: Signalized

Project ID: 24-010035-002
Date: 2/22/2024

Data - Bikes

NS/EW Streets:		La Novia Ave				La Novia Ave				San Juan Creek Rd				San Juan Creek Rd				
AM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	1 NR	0 NU	1 SL	1 ST	1 SR	0 SU	1 EL	1 ET	1 ER	0 EU	1 WL	1 WT	1 WR	0 WU	
	7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:15 AM	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:45 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	8:00 AM	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	7
	8:15 AM	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0	3
	8:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VOLUMES :		NL 1	NT 5	NR 4	NU 0	SL 1	ST 1	SR 1	SU 0	EL 0	ET 1	ER 0	EU 0	WL 0	WT 0	WR 0	WU 0	TOTAL 14
APPROACH %'s :		10.00%	50.00%	40.00%	0.00%	33.33%	33.33%	33.33%	0.00%	0.00%	100.00%	0.00%	0.00%					
PEAK HR :		07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :		0	4	4	0	1	0	1	0	0	1	0	0	0	0	0	0	11
PEAK HR FACTOR :		0.000	0.250	0.333	0.000	0.250	0.000	0.250	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.393
		0.286				0.500				0.250								

PM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	1 NR	0 NU	1 SL	1 ST	1 SR	0 SU	1 EL	1 ET	1 ER	0 EU	1 WL	1 WT	1 WR	0 WU	
	4:00 PM	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
	4:15 PM	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3
	4:30 PM	0	0	0	0	2	0	1	0	0	0	1	0	0	1	0	0	5
	4:45 PM	0	2	0	0	0	0	0	0	1	0	0	0	0	0	1	0	4
	5:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2
	5:15 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	2
	5:30 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
	5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2
TOTAL VOLUMES :		NL 0	NT 4	NR 1	NU 0	SL 2	ST 2	SR 1	SU 0	EL 4	ET 0	ER 1	EU 0	WL 0	WT 1	WR 6	WU 0	TOTAL 22
APPROACH %'s :		0.00%	80.00%	20.00%	0.00%	40.00%	40.00%	20.00%	0.00%	80.00%	0.00%	20.00%	0.00%	0.00%	14.29%	85.71%	0.00%	
PEAK HR :		04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :		0	3	1	0	2	1	1	0	3	0	1	0	0	1	1	0	14
PEAK HR FACTOR :		0.000	0.375	0.250	0.000	0.250	0.250	0.250	0.000	0.375	0.000	0.250	0.000	0.000	0.250	0.250	0.000	0.700
		0.500				0.333				0.500				0.500				

Location: La Novia Ave & San Juan Creek Rd
City: San Juan Capistrano

Project ID: 24-010035-002
Date: 2/22/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	La Novia Ave		La Novia Ave		San Juan Creek Rd		San Juan Creek Rd		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
7:00 AM	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	1	0	0	0	1
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	3	4	0	0	7
8:00 AM	0	0	0	0	0	1	0	0	1
8:15 AM	0	0	1	0	2	3	0	0	6
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	1	2	4	0	0	0	7
TOTAL VOLUMES :	EB 0	WB 0	EB 2	WB 2	NB 10	SB 8	NB 0	SB 0	TOTAL 22
APPROACH %'s :			50.00%	50.00%	55.56%	44.44%			
PEAK HR :	07:30 AM - 08:30 AM								TOTAL
PEAK HR VOL :	0	0	1	0	5	8	0	0	14
PEAK HR FACTOR :			0.250		0.417	0.500			0.500
			0.250		0.464				

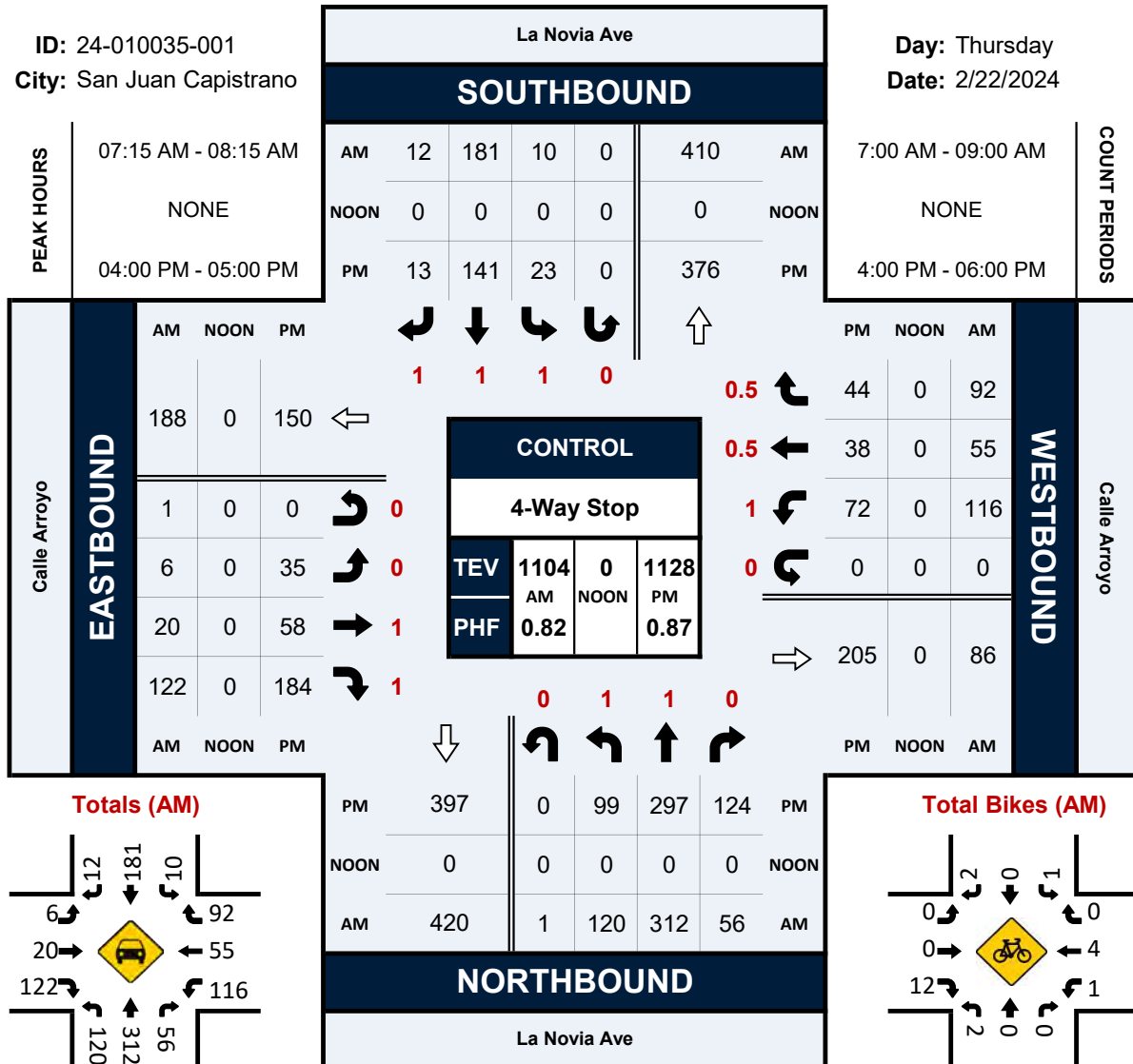
PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
4:00 PM	0	0	2	0	2	4	0	0	8
4:15 PM	0	0	0	0	0	1	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	2	2	2	0	0	6
5:00 PM	0	0	0	1	0	1	0	0	2
5:15 PM	0	0	0	0	0	1	0	0	1
5:30 PM	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0
TOTAL VOLUMES :	EB 0	WB 0	EB 2	WB 3	NB 4	SB 9	NB 0	SB 0	TOTAL 18
APPROACH %'s :			40.00%	60.00%	30.77%	69.23%			
PEAK HR :	04:00 PM - 05:00 PM								TOTAL
PEAK HR VOL :	0	0	2	2	4	7	0	0	15
PEAK HR FACTOR :			0.250	0.250	0.500	0.438			0.469
			0.500		0.458				

La Novia Ave & Calle Arroyo

Peak Hour Turning Movement Count

ID: 24-010035-001
City: San Juan Capistrano

Day: Thursday
Date: 2/22/2024



Location: La Novia Ave & Calle Arroyo
City: San Juan Capistrano
Control: 4-Way Stop

Project ID: 24-010035-001
Date: 2/22/2024

Data - Totals

NS/EW Streets:		La Novia Ave				La Novia Ave				Calle Arroyo				Calle Arroyo				
AM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	0 NR	0 NU	1 SL	1 ST	1 SR	0 SU	0 EL	1 ET	1 ER	0 EU	1 WL	0.5 WT	0.5 WR	0 WU	
	7:00 AM	16	48	3	0	0	33	1	0	0	0	16	0	18	3	20	0	158
	7:15 AM	17	61	6	0	2	40	3	0	1	5	26	0	29	17	21	0	228
	7:30 AM	39	84	21	1	4	62	3	0	0	7	37	0	47	14	19	0	338
	7:45 AM	37	94	18	0	2	46	3	0	3	4	37	0	16	16	27	0	303
	8:00 AM	27	73	11	0	2	33	3	0	2	4	22	1	24	8	25	0	235
	8:15 AM	20	63	8	0	4	34	2	0	3	4	34	0	26	11	14	0	223
	8:30 AM	27	63	9	0	2	44	3	0	4	5	21	0	16	8	22	0	224
	8:45 AM	31	41	9	0	4	50	10	0	3	6	33	0	17	15	15	0	234
TOTAL VOLUMES :		NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :		214	527	85	1	20	342	28	0	16	35	226	1	193	92	163	0	1943
PEAK HR :		07:15 AM - 08:15 AM				5.13%	87.69%	7.18%	0.00%	5.76%	12.59%	81.29%	0.36%	43.08%	20.54%	36.38%	0.00%	
PEAK HR VOL :		120	312	56	1	10	181	12	0	6	20	122	1	116	55	92	0	1104
PEAK HR FACTOR :		0.769	0.830	0.667	0.250	0.625	0.730	1.000	0.000	0.500	0.714	0.824	0.250	0.617	0.809	0.852	0.000	0.817
		0.820				0.736				0.847				0.822				

PM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
		1 NL	1 NT	0 NR	0 NU	1 SL	1 ST	1 SR	0 SU	0 EL	1 ET	1 ER	0 EU	1 WL	0.5 WT	0.5 WR	0 WU	
	4:00 PM	28	92	28	0	7	40	3	0	7	16	60	0	16	13	13	0	323
	4:15 PM	24	71	40	0	9	31	4	0	8	16	33	0	14	11	14	0	275
	4:30 PM	23	76	29	0	5	32	2	0	10	12	43	0	24	7	7	0	270
	4:45 PM	24	58	27	0	2	38	4	0	10	14	48	0	18	7	10	0	260
	5:00 PM	32	73	28	0	4	32	1	0	8	18	52	0	28	16	16	0	308
	5:15 PM	19	68	20	0	3	30	1	0	11	20	46	0	17	8	15	0	258
	5:30 PM	16	79	28	0	2	34	5	0	8	20	35	0	19	15	11	0	272
	5:45 PM	28	67	18	0	2	34	6	1	6	17	46	0	26	15	10	0	276
TOTAL VOLUMES :		NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :		194	584	218	0	34	271	26	1	68	133	363	0	162	92	96	0	2242
PEAK HR :		19.48%	58.63%	21.89%	0.00%	10.24%	81.63%	7.83%	0.30%	12.06%	23.58%	64.36%	0.00%	46.29%	26.29%	27.43%	0.00%	
PEAK HR VOL :		04:00 PM - 05:00 PM				0.639	0.881	0.813	0.000	0.875	0.906	0.767	0.000	0.750	0.731	0.786	0.000	0.873
PEAK HR FACTOR :		0.884	0.807	0.775	0.000	0.885				0.834				0.917				
		0.878																

Location: La Novia Ave & Calle Arroyo
City: San Juan Capistrano
Control: 4-Way Stop

Project ID: 24-010035-001
Date: 2/22/2024

Data - Bikes

NS/EW Streets:	La Novia Ave				La Novia Ave				Calle Arroyo				Calle Arroyo				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	1 NT	0 NR	0 NU	1 SL	1 ST	1 SR	0 SU	0 EL	1 ET	1 ER	0 EU	1 WL	0.5 WT	0.5 WR	0 WU	
7:00 AM	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
7:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	4
7:30 AM	0	0	0	0	0	0	0	0	0	0	6	0	1	0	0	0	7
7:45 AM	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
8:00 AM	2	0	0	0	0	0	0	0	0	0	5	0	0	2	0	0	9
8:15 AM	1	0	0	0	0	0	1	0	0	1	3	0	0	0	0	0	6
8:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	4
8:45 AM	0	0	0	0	0	0	0	0	0	3	2	0	0	3	0	0	8
TOTAL VOLUMES :	NL 4	NT 0	NR 0	NU 0	SL 1	ST 0	SR 3	SU 0	EL 0	ET 4	ER 19	EU 0	WL 1	WT 10	WR 0	WU 0	TOTAL 42
APPROACH %'s :	100.00%	0.00%	0.00%	0.00%	25.00%	0.00%	75.00%	0.00%	0.00%	17.39%	82.61%	0.00%	9.09%	90.91%	0.00%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	2	0	0	0	1	0	2	0	0	0	12	0	1	4	0	0	22
PEAK HR FACTOR :	0.250	0.000	0.000	0.000	0.250	0.000	0.250	0.000	0.000	0.000	0.500	0.000	0.250	0.500	0.000	0.000	0.611
	0.250				0.375				0.500				0.625				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	1 NT	0 NR	0 NU	1 SL	1 ST	1 SR	0 SU	0 EL	1 ET	1 ER	0 EU	1 WL	0.5 WT	0.5 WR	0 WU	
4:00 PM	1	1	0	0	0	0	0	0	0	7	3	0	1	0	0	0	13
4:15 PM	2	1	0	0	0	0	0	0	0	3	3	0	0	3	0	0	12
4:30 PM	1	1	0	0	0	0	0	0	0	0	2	0	1	5	0	0	10
4:45 PM	4	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	7
5:00 PM	2	0	1	0	0	3	0	0	1	2	1	0	1	1	2	0	14
5:15 PM	1	0	0	0	0	0	0	0	0	2	1	0	0	1	0	0	5
5:30 PM	0	0	0	0	0	0	0	0	1	7	0	0	0	3	0	0	11
5:45 PM	5	0	0	0	0	0	0	0	0	1	0	0	0	3	0	0	9
TOTAL VOLUMES :	NL 16	NT 3	NR 1	NU 0	SL 0	ST 3	SR 0	SU 0	EL 2	ET 24	ER 11	EU 0	WL 3	WT 16	WR 2	WU 0	TOTAL 81
APPROACH %'s :	80.00%	15.00%	5.00%	0.00%	0.00%	100.00%	0.00%	0.00%	5.41%	64.86%	29.73%	0.00%	14.29%	76.19%	9.52%	0.00%	
PEAK HR :	04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :	8	3	0	0	0	0	0	0	0	12	9	0	2	8	0	0	42
PEAK HR FACTOR :	0.500	0.750	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.429	0.750	0.000	0.500	0.400	0.000	0.000	0.808
	0.688								0.525				0.417				

Location: La Novia Ave & Calle Arroyo
City: San Juan Capistrano

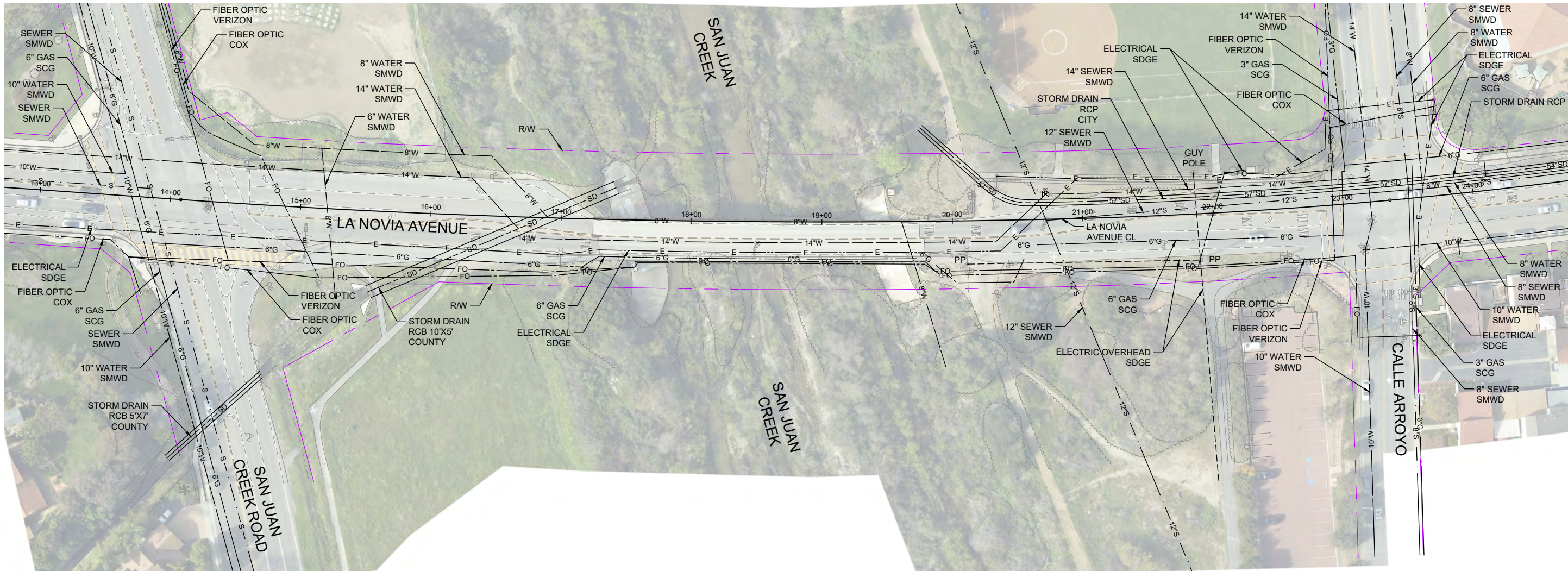
Project ID: 24-010035-001
Date: 2/22/2024

Data - Pedestrians (Crosswalks)

NS/EW Streets:	La Novia Ave		La Novia Ave		Calle Arroyo		Calle Arroyo		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
7:00 AM	0	0	0	1	0	0	0	0	1
7:15 AM	1	0	3	0	1	3	0	0	8
7:30 AM	0	1	2	1	2	3	0	0	9
7:45 AM	0	0	0	2	4	1	0	1	8
8:00 AM	1	0	1	0	1	1	0	0	4
8:15 AM	0	1	2	1	1	3	0	0	8
8:30 AM	1	3	5	1	0	0	0	1	11
8:45 AM	1	0	2	0	1	0	0	0	4
TOTAL VOLUMES :	EB 4	WB 5	EB 15	WB 6	NB 10	SB 11	NB 0	SB 2	TOTAL 53
APPROACH %'s :	44.44%	55.56%	71.43%	28.57%	47.62%	52.38%	0.00%	100.00%	
PEAK HR :	07:15 AM - 08:15 AM								TOTAL
PEAK HR VOL :	2	1	6	3	8	8	0	1	29
PEAK HR FACTOR :	0.500	0.250	0.500	0.375	0.500	0.667	0	0.250	0.806
	0.750		0.750		0.800		0.250		

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
4:00 PM	0	0	1	2	0	2	0	0	5
4:15 PM	0	0	1	1	2	0	0	0	4
4:30 PM	0	0	2	0	1	0	0	0	3
4:45 PM	1	0	0	0	1	1	0	0	3
5:00 PM	0	2	2	1	0	1	0	0	6
5:15 PM	0	1	0	0	0	0	0	0	1
5:30 PM	2	0	0	1	2	0	0	0	5
5:45 PM	0	0	2	0	0	0	0	0	2
TOTAL VOLUMES :	EB 3	WB 3	EB 8	WB 5	NB 6	SB 4	NB 0	SB 0	TOTAL 29
APPROACH %'s :	50.00%	50.00%	61.54%	38.46%	60.00%	40.00%			
PEAK HR :	04:00 PM - 05:00 PM								TOTAL
PEAK HR VOL :	1	0	4	3	4	3	0	0	15
PEAK HR FACTOR :	0.250	0	0.500	0.375	0.500	0.375			0.750
	0.250		0.583		0.875				

APPENDIX C: UTILITIES EXHIBIT



PLAN VIEW



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SCALE: 1"=40'

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UTILITY STATUS MATRIX

UTILITY CODE	UTILITY COMPANY OR AGENCY	UTILITY TYPE	CONTACT	"A" LETTERS		"B" LETTERS		"C" LETTER		CONSTRUCTION COORDINATION
				"A" LETTER COORDINATION	UTILITY MAPPING RECEIVED	"B" LETTER COORDINATION	RELOCATION PLANS RECEIVED	"C" LETTER COORDINATION	NTO ISSUED	
	SMWD - SANTA MARGARITA WATER DISTRICT water & sewer	Water	Jaime Aguilar jaimea@smwd.com tonyg@smwd.com David Barber davidb@smwd.com	2024.03.28 Response provided. Utilites within project limits. Maps & Utility Letter provided. 2024.03.22 Utility A Letter Emailed.	2024.03.28		MM/DD/YY		MM/DD/YY	
	COX COMMUNICATIONS	Communication	Courtney Noble Courtney.Noble@cox.com Rosendo Yanez(CCI-CA) Rosendo.Yanez@cox.com Cox Construction Support constructionsupport@cox.com	2024.04.15 Utility A letter received and Map provided. 2024.03.25 Response provided. Cox Conflict form received. 2024.03.22 Utility A Letter Emailed.	2024.04.15					
	SDGE - SAN DIEGO GAS & ELECTRIC	Electric	Christopher J Harrison CHarriso@sdge.com Gas GIS Services gasfacilitymaps@semprautilities.com	2024.03.26 Response Provided. No Utilities in project location. 2024.03.22 Utility A Letter Emailed.	N/A					
	AT&T	Communication	Bob Fleisher rf3259@att.com Manuel Macias Jr mm1651@att.com Substructure Records Request	2024.03.25 Response provided. Invoice Provided. 2024.03.22 Utility A Letter Emailed.						
	SOCAL GAS	Gas	CHAN U PAEK CPaek@socalgas.com Fernando Rojo FRojo@socalgas.com SoCal Gas Representative atlasrequests/willserveanah eim@semprautilities.com	2024.04.24 Response provided. No Transmission gas facilities within project llimits. 2024.04.22 Remittance form provided. 2024.03.27 Response provided. Utility letter provided. Utilities within project limit. 2024.03.25 Utility A Letter resent.						

UTILITY CODES:
A = Active Facilities; Relocations Required
B = Active Facilities in Project Area; No Relocations Required
C = Abandoned Facilities in Project Area
D = No Facilities in Project Area
E =Waiting for Response

UTILITY STATUS MATRIX

UTILITY CODE	UTILITY COMPANY OR AGENCY	UTILITY TYPE	CONTACT	"A" LETTERS		"B" LETTERS		"C" LETTER		CONSTRUCTION COORDINATION
				"A" LETTER COORDINATION	UTILITY MAPPING RECEIVED	"B" LETTER COORDINATION	RELOCATION PLANS RECEIVED	"C" LETTER COORDINATION	NTO ISSUED	
	VERIZON	Communication	Francisco Sanchez Flores francisco.sanchez.flores@verizon.com Destry D Hippen destry.hippen@one.verizon.com MCI Verizon Business investigations@verizon.com	2024.03.22 Autoresponse Generated. Google form response required. Google form has been filled and submitted. 2024.03.22 Utility A Letter Emailed.						
	VERIZON WIRELESS	Communication	John Gerald Buckley john.buckley@verizonwireless.com Edward Marquez edward.marquez1@verizonwireless.com	2024.05.02 MCI/VERIZON/XO facilities in projects limits. Asbuilts provided. 2024.04.05 Map and Utility A letter provided. Utilities located within proeject limits. 2024.03.29 Response Provided. Map Provided. Uilties located within project limits.	2024.05.02 2024.04.05 2024.03.29					
	TMOBILE	Communication	Kimberly Baldwin Kimberly.baldwin8@t-mobile.com	2024.03.22 Utility A Letter Emailed.						
	SJC - STRM DRN	Stormdrain	Betsy Dubois 949-234-4400	2024.03.22 Utility A Letter Emailed to SMWD.						
	SJC - TRAF		Betsy Dubois 949-234-4400	2024.03.22 Utility A Letter Emailed to SMWD.						
	SJC - ST LITES		Betsy Dubois 949-234-4400	2024.03.22 Utility A Letter Emailed to SMWD.						

UTILITY CODES:
A = Active Facilities; Relocations Required
B = Active Facilities in Project Area; No Relocations Required
C = Abandoned Facilities in Project Area
D = No Facilities in Project Area
E =Waiting for Response

APPENDIX D: OPINION OF PROBABLE CONSTRUCTION COST

***Preliminary Engineering - Estimate of Probable Cost
La Novia Avenue Bridge Widening***

PROJECT DESCRIPTION

Limits	La Novia Avenue Bridge Widening Project Widening of La Novia Avenue from San Juan Creek Road to Calle Arroyo
Proposed Improvement (Scope)	Improvements include bridge replacement, roadway widening, Class I/Multi-Use trail, equestrian trail traffic signal modifications, signing and striping, street light relocation

Alternative La Novia Avenue

ENGINEERING & ENVIRONMENTAL

<i>Preliminary Engineering & Environmental (including Outreach)</i>	6%	\$	900,000
<i>Final Design</i>	12%	\$	2,435,000
SUB-TOTAL ENGINEERING COST		\$	3,335,000

RIGHT OF WAY

<i>Right-of-Way</i>		\$	190,000
SUB-TOTAL RIGHT OF WAY COST		\$	190,000

CONSTRUCTION

<i>Roadway Items</i>		\$	5,910,000
<i>Structure Items</i>		\$	14,380,000
<i>Subtotal Construction Cost</i>		\$	20,290,000
<i>Construction Management</i>	12.0%	\$	2,435,000
SUB-TOTAL CONSTRUCTION COST		\$	22,725,000
TOTAL PROJECT COST		\$	26,250,000

Preliminary Engineering - Estimate of Probable Cost
La Novia Avenue Bridge Widening

I. ROADWAY ITEMS

Section 1 - Earthwork

	Quantity	Unit	Unit Price	Cost	Section Cost
Clearing and Grubbing	1	LS	\$ 100,000	\$ 100,000	
Remove Asphalt Pavement	55,200	SF	\$ 3	\$ 138,000	
Remove PCC Sidewalk	2,400	SF	\$ 10	\$ 24,000	
Remove Curb and Gutter	370	LF	\$ 20	\$ 7,400	
Unclassified Fill	13,000	CY	\$ 40	\$ 520,000	
Channel Slope Grading and Concrete Lining	10,000	SF	\$ 50	\$ 500,000	
				Total Earthwork	\$ 1,289,400

Section 2 - Structural Section

	Quantity	Unit	Unit Price	Cost	Section Cost
Crushed Aggregate Base	1,800	CY	\$ 100	\$ 180,000	
AC Pavement	1,400	TON	\$ 150	\$ 210,000	
Concrete Sidewalk	5,820	SF	\$ 15	\$ 87,300	
PCC Curb and Gutter	1,340	LF	\$ 70	\$ 93,800	
Concrete Barrier	530	LF	\$ 250	\$ 132,500	
Equestrian Railing	490	LF	\$ 150	\$ 73,500	
Curb Ramp and Tactile Warning Strip	4	EA	\$ 7,500	\$ 30,000	
Driveway	190	SF	\$ 40	\$ 7,600	
				Total Structural Section	\$ 807,100

Section 3 - Drainage/Utilities

	Quantity	Unit	Unit Price	Cost	Section Cost
Manhole Adjust to Grade	1	EA	\$ 2,000	\$ 2,000	
Storm Drain Culvert (10x5)	130	LF	\$ 7,500	\$ 975,000	
Remove Existing Storm Drain Culvert (10x5)	120	LF	\$ 1,500	\$ 180,000	
				Total Drainage/Utilities	\$ 1,157,000

Section 4 - Specialty Items

	Quantity	Unit	Unit Price	Cost	Section Cost
Landscaping & Irrigation	1,700	SF	\$ 30	\$ 51,000	
SWPPP & Implementation	1	LS	\$ 100,000	\$ 100,000	
Erosion Control	1	LS	\$ 75,000	\$ 75,000	
				Total Specialty Items	\$ 226,000

Preliminary Engineering - Estimate of Probable Cost
La Novia Avenue Bridge Widening

Section 5 - Traffic & Lighting Items

	Quantity	Unit	Unit Price	Cost	Section Cost
Traffic Signal Modification - La Novia/San Juan Creek Road	1	LS	\$ 150,000	\$ 150,000	
Traffic Signal Modification - La Novia/Calle Arroyo	1	LS	\$ 150,000	\$ 150,000	
HAWK Signal	1	LS	\$ 75,000	\$ 75,000	
Street Light	4	EA	\$ 35,000	\$ 140,000	
Signing & Striping	1	LS	\$ 40,000	\$ 40,000	
Traffic Control	1	LS	\$ 100,000	\$ 100,000	

Total Traffic & Lighting Items \$ 655,000

SUBTOTAL SECTIONS 1 - 5 \$ 4,134,500

Section 6 - Minor Items

			Cost	Section Cost
10% of Subtotal Sections 1 - 5	\$ 4,134,500	X	10% \$ 413,450	

Total Minor Items \$ 413,450

Section 7 - Roadway Mobilization

Subtotal Sections 1-5	\$ 4,134,500			
Minor Items	\$ 413,450			
Sum	\$ 4,547,950	X	5% \$ 227,398	

Total Mobilization \$ 227,398

Section 8 - Roadway Additions

Supplemental

Subtotal Sections 1-5	\$ 4,134,500			
Minor Items	\$ 413,450			
Sum	\$ 4,547,950	X	5% \$ 227,398	

Contingencies

Subtotal Sections 1-5	\$ 4,134,500			
Minor Items	\$ 413,450			
Sum	\$ 4,547,950	X	20% \$ 909,590	

Total Roadway Additions \$ 1,136,988

TOTAL ROADWAY ITEMS , SECTIONS 1 - 8 \$ 5,912,335

Preliminary Engineering - Estimate of Probable Cost
La Novia Avenue Bridge Widening

II. STRUCTURE ITEMS

	Quantity	Unit	Unit Price	Cost
Existing La Novia Ave Bridge Removal	7,300	SF	\$ 50	\$ 365,000
New La Novia Ave bridge (PC Conc CA-WF girder) cost	26,000	SF	\$ 425	\$ 11,050,000

Subtotal Structures Items \$ 11,415,000

Mobilization

Subtotal Structural Sections
Sum

\$ 11,415,000 X 5% \$ 570,750

Total Mobilization \$ 570,750

Contingencies

Subtotal Structural Sections
Sum

\$ 11,985,750 X 20% \$ 2,397,150

(inclusive of Mobilization per Caltrans APS)

Total Contingency \$ 2,397,150

Total Structures Items \$ 14,380,000

III. RIGHT OF WAY

	Quantity	Unit	Unit Price	total Cost
Regulatory Permitting & Mitigation	1	LS	\$ 150,000.00	\$ 150,000

Total R/W \$ 150,000

Note: R/W acquisition costs include estimated values for land, improvements, damages, and escrow fees.

Contingencies

Subtotal R/W Sections
Sum

\$ 150,000 X 25% \$ 37,500

Total Contingency \$ 37,500

Total R/W Items \$ 187,500

APPENDIX E: INTERIM PLANNING ESTIMATE



BRIDGE GENERAL PLAN ESTIMATE



OR PLANNING ESTIMATE



STRUCTURE	La Novia Ave Bridge / San Juan Creek		BRIDGE NO	55C0062		
TYPE	Reinforced Concrete Box Girder		DIST	12	CO Ora	RTE 74 PM 10.44
LENGTH	226.0	x WIDTH	32.0	= AREA	7232	SQ FT
QUANTITIES BY	L Odgiov		DATE	5/2/2024	CHECKED BY	DATE
PRICED BY	L Odgiov		DATE	5/2/2024		

CONTRACT ITEMS			UNIT	QUANTITY	PRICE	AMOUNT
1	420203	GRIND EXISTING BRIDGE DECK	SQYD	110	\$250	\$27,500
2	511118	CLEAN EXPANSION JOINT	LF	70	\$100	\$7,000
3	519081	JOINT SEAL (MR 1/2")	LF	70	\$180	\$12,600
4	600001	PUBLIC SAFETY PLAN	LS	1	\$20,000	\$20,000
5	600011	RAPID SETTING CONCRETE (PATCH)	CF	150	\$135	\$20,250
6	600033	REMOVE UNSOUND CONCRETE	CF	150	\$110	\$16,500
7	600037	PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	7,520	\$2.5	\$18,800
8	600041	FURNISH POLYESTER CONCRETE OVERLAY	CF	760	\$130	\$98,800
9	600043	PLACE POLYESTER CONCRETE OVERLAY	SQFT	7,520	\$20	\$150,400
10	833020	CHAIN LINK RAILING	LF	260	\$900	\$234,000
11						
12						
13						
14						
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18						
19						
20						
			SUBTOTAL			\$605,850
			MOBILIZATION (10 %)			67,317
			SUBTOTAL STRUCTURE ITEMS			\$ 673,167
			CONTINGENCIES (25 %)			168,292
			BRIDGE TOTAL (\$ 116 /SQ FT)			\$ 841,458
			Design Fee (15 %)			\$ 127,000
			GRAND TOTAL			\$ 968,458
			FOR BUDGET PURPOSES - USE			\$ 970,000

COMMENTS _____

APPENDIX F: PROJECT FACT SHEET

LA NOVIA AVENUE BRIDGE WIDENING

Implementing Agency:
City of San Juan Capistrano



► PROJECT BENEFITS

- Replaces existing La Novia Avenue bridge with new wider, modern bridge
- Improves continuity of Class I / Multi-Use off-street paths and Class II bicycle lanes within project limits
- Improves crossing safety of La Novia Avenue with new HAWK signal
- Provides new equestrian crossing that connects existing trails
- Enhances safe routes to St. Margaret's School, Harold Ambuehl Elementary School, and San Juan Hills High Schools
- Preserves and improves access to C. Russell Cook Park and new Windmill Park

► PROJECT INFORMATION

- Existing La Novia Avenue Bridge is structurally and hydraulically deficient
- Will replace and widen the bridge to 92-ft to address traffic operational challenges and provide multi-modal connectivity
- Will raise roadway profile to address San Juan Creek hydraulics, providing a long-term resilient solution of this key north-south crossing of the Creek



PROJECT COST

	TOTAL
PE/Environmental	\$1,000,000
Engineering	\$ 2,435,000
Right of Way	\$ 130,000
Construction	\$ 22,725,000
TOTAL	\$26,153,000

The project has received \$850,000 from Federal sources to fund the preliminary engineering and environmental phase.



PROJECT SCHEDULE

PHASE	2024	2025	2026	2027	2028	2029
PE / Environmental						
Final Design						
Right of Way / Permitting						
Construction						

PROJECT OUTCOMES ►



Provides a New Bridge that
Improves Resiliency



Improves Traffic
Operations



Improves Mobility for Pedestrians,
Bicyclists, and Equestrians

LA NOVIA AVENUE BRIDGE WIDENING

Implementing Agency:
City of San Juan Capistrano



EXISTING CONDITIONS



PROPOSED CONDITIONS (Aesthetics subject to change)



MARK THOMAS

2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

(949) 477-9000



MARK THOMAS

