



DATE: March 25, 2020

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR THE COASTAL RAIL TRAIL PROJECT FROM OCEANSIDE BOULEVARD TO MORSE STREET**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of \$449,150 to the Professional Services Agreement (PSA) with Dokken Engineering (Dokken) for a revised contract amount not to exceed \$520,184 for the preparation of environmental documents and preliminary engineering for the Coastal Rail Trail from Oceanside Boulevard to Morse Street; accept the award of the Coastal Rail Trail SANDAG Grant in the amount of \$400,000; appropriate \$100,000 of Park funds to a new project account Coastal Rail Trail City Match; and authorize the City Manager to execute the amendment.

BACKGROUND

This phase of the Coastal Rail Trail project provides connection between the existing segments of the Coastal Rail Trail (CRT) north of Oceanside Boulevard and south of Morse Street. The improvements will include a bridge over the Loma Alta Creek at Buccaneer Park.

On March 18, 2015, the City Council approved a resolution authorization application for TransNet Smart Growth Incentive Program (SGIP) and Active Transportation grant program funds through the San Diego Association of Governments (SANDAG).

On April 5, 2017, the City Council approved a PSA in the amount of \$71,034 with Dokken for a Project Study Report and conceptual plans for the Coastal Rail Trail from Oceanside Boulevard to Morse Street.

On June 13, 2019, SANDAG awarded a grant in the amount of \$400,000 in TransNet (SGIP) and the project was included in the Regional Transportation Improvement Plan (RTIP). The grant agreement expires on June 13, 2021. The City agrees to provide matching funds in an amount of 20 percent of the actual cost of the project (EXHIBIT "A").

ANALYSIS

The project has five separate phases, as follows:

1. Project Study Report (PSR) phase
2. Design phase: Environmental, preliminary design and final design
3. Land acquisition phase
4. Construction phase
5. Project close-out phase

This Amendment 1 to the PSA provides for the preparation of environmental documents, technical studies and preliminary design (phase 2 without final design). The attached Work Plan (EXHIBIT "B") provides further details of Dokken's proposed Scope of Work.

The PSR and conceptual design phase of the project (phase 1) was completed by Dokken's team in October 2017.

Based on the documentation provided by the staff to SANDAG, the City received SANDAG sole source approval to use Dokken Engineering for preparing the environmental documents and preliminary design of the project.

FISCAL IMPACT

Amendment 1 with Dokken is in the amount of \$449,150 increasing the total not-to-exceed amount of the PSA to \$520,184. Acceptance and appropriation of the Coastal Rail Trail SANDAG grant funds in the amount of \$400,000 will cover a portion of the PSA, which will be deposited into account 836164419272.4376. In addition, a new City-match project account in the amount of \$100,000 will be needed to cover the remainder of the PSA as well as any project management costs. Staff is requesting use of reserves in the amount of \$100,000 for this match. The funding source is Park Fees Fund assigned account 598.3020, which has a current available balance of \$6.4 million; therefore, sufficient funds are available.

Project Description	Business Unit	Purchase Order Amount	Available Amount (upon council approval)
Coastal Rail Trail SANDAG Grant	836164419272.5305	\$400,000	\$400,000
Coastal Rail Trail -City Match	902164419598.5305	\$ 49,150	\$100,000

ENVIRONMENTAL REVIEW

Dokken shall perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) requirements.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 in the amount of \$449,150 to the Professional Services Agreement (PSA) with Dokken Engineering (Dokken) for a revised contract amount not to exceed \$520,184 for the preparation of environmental documents and preliminary engineering for the Coastal Rail Trail from Oceanside Boulevard to Morse Street; accept the award of the Coastal Rail Trail SANDAG Grant in the amount of \$400,000; appropriate \$100,000 of Park funds to a new project account Coastal Rail Trail City Match; and authorize the City Manager to execute the amendment.

PREPARED BY:



Mahsima Mohammadi, PE
Project Manager

SUBMITTED BY:



Deanna Lorson
City Manager

REVIEWED BY:

- Jonathan E. Borrego, Deputy City Manager
- Brian K. Thomas, City Engineer
- Cari Dale, Water Utilities Director
- Kiel Koger, Public Works Director
- Jane M. McPherson, Financial Services Director



- EXHIBIT A – SANDAG Grant Agreement 5005479
- EXHIBIT B – Dokken Engineering – Scope of Work
- EXHIBIT C – Dokken Engineering – Fee Schedule
- EXHIBIT D – Dokken Engineering – Design Schedule

CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Coastal Rail Trail from Oceanside Boulevard to Morse Street
CIP16-00011

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 2020, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Dokken Engineering Inc. of San Diego, CA, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated April 5, 2017, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the insurance requirements to satisfy the City's recent insurance updates.

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the not to exceed total contract price.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, SCOPE OF WORK, is hereby amended to increase the work as follows:

Task 1 – Project management and public outreach

Deliverable(s): Up to six (6) Project Development Team Meetings to include Meeting Notices, Agendas, Meeting Minutes, and Presentation Materials; one (1) Council/Commission Presentation Materials including Project Exhibits, Monthly Progress Reports and Project Schedule Updates, Team Coordination, Existing Documentation Memorandum, Site Visit Summary, Project Design Criteria Memorandum, Public Outreach flyer for one (1) Public Outreach Meeting.

Coastal Rail Trail from Oceanside Boulevard to Morse Street

Task 2 – Surveying and mapping

Deliverable(s): Copy of the existing condition base map files in PDF and AutoCAD; ASCII text file of the field survey point file information; The AutoCAD files to include, DTM, topography, field survey shots including ground shots and utility appurtenances and descriptors for each point in a text file format. The attached Work Plan (EXHIBIT “B”) provides further details of the CONSULTANT’S Scope of Work.

Task 3 – Environmental documents

Deliverable(s): Cultural Resources Inventory Report, Biological Resources Report, Wetland Delineation, Biological Assessment for Endangered Species, Hazardous Waste Initial Site Assessment, IS/MND CEQA Environmental Document.

Task 4 – Geotechnical investigations

Deliverable(s): Draft and Final Geotechnical Design Report and Foundation Report.

Task 5 – Utility coordination

Deliverables: Utility Base map, Utility Conflicts.

Task 6 – Drainage and water quality

Deliverables: Preliminary Hydraulic Report, Preliminary Drainage Report, and Preliminary Standard SWQMP.

Task 7 – Preliminary engineering

Deliverables: Sketches of proposed aesthetic elements, Project Renderings, Draft and Final Type Selection Memo, Structures General Plan, 35% Plans and Estimate.

Task 8 – Grant support writing

Deliverables: Grant Funding Application (1).

The attached Work Plan (EXHIBIT “B”) provides further details of the CONSULTANT’S Scope of Work.

2. Section 4, LIABILITY INSURANCE, is hereby amended to read as follows:

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Coastal Rail Trail from Oceanside Boulevard to Morse Street

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

Coastal Rail Trail from Oceanside Boulevard to Morse Street

4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

- 3.** Section 5, PROFESSIONAL ERRORS AND OMISSIONS INSURANCE, is hereby amended to read as follows:

Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 4.** Section 8, COMPENSATION, is hereby amended the amount of \$449,150 to the Professional Services Agreement (PSA) with Dokken Engineering (Dokken) for a revised contract amount not to exceed \$520,184 for the preparation of environmental documents and preliminary engineering for the Coastal Rail Trail from Oceanside Boulevard to Morse Street.

The attached FEE SCHEDULE (EXHIBIT "C") provides further details of the project's cost.

- 5.** Section 9, TIMING REQUIREMENTS, is hereby amended to extend the term of this Agreement to May 3, 2022. The attached SCHEDULE (EXHIBIT "D") provides further details of the project's timing.

Coastal Rail Trail from Oceanside Boulevard to Morse Street

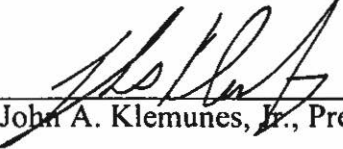
6. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

DOKKEN ENGINEERING, INC.

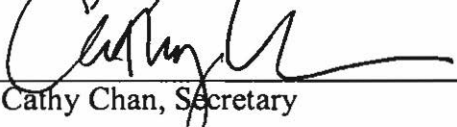
CITY OF OCEANSIDE


By: 
John A. Klemunes, Jr., President

By: _____
Deanna Lorson
City Manager

Date: 2/28/2020

Date: _____

By: 
Cathy Chan, Secretary
68-0099664
Employer ID No.

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

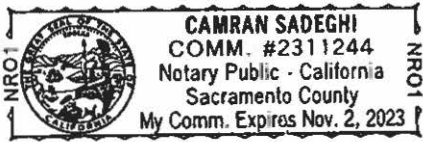
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On 2/28/2020, before me, Camran Sadeghi, Notary Public, personally appeared John A. Klemures, Jr. and Cathy Chan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE *Camran Sadeghi*

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: City of Oceanside Amendment 1
to Professional Services Agreement
Project: Coastal Rail Trail from Oceanside Blvd. to Morse Street

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

TransNet SMART GROWTH INCENTIVE PROGRAM -- PLANNING**FOURTH FUNDING CYCLE****GRANT AGREEMENT 5005479 BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF OCEANSIDE
REGARDING COASTAL RAIL TRAIL EXTENSION (ACROSS ALTA LOMA MARSH)**

THIS GRANT AGREEMENT 5005479 (Agreement) is made this 13th day of June, 2019, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054, hereinafter referred to as Grantee. SANDAG and Grantee are hereinafter collectively referred to as the Parties. This agreement expires on June 13, 2021.

The following recitals are a substantive part of this Agreement:

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D. On December 15, 2017, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria, and authorizing up to \$1 million from the SGIP to be used for the development of climate action plans and complete streets policies through two new subprograms.
- E. On July 27, 2018, the SANDAG Board of Directors approved a list of recommended SGIP Projects for the fourth competitive grant cycle, and one of those projects is the subject of this Agreement. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.
- F. Grantee's Project is funded with \$400,000 in *TransNet* SGIP funds and is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is O49.
- G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- H. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

- I. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

I. GRANT AWARD

- A. The total amount payable to Grantee pursuant to this Agreement by SANDAG shall be the proportion of actual Project costs allocated to grant funding in the Approved Project Budget and shall not exceed the grant award of \$400,000.
- B. It is agreed and understood that this Agreement fund limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below that fund limitation established herein.

II. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee and/or third-party contractor(s) will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the total amount of the funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between approved project budget line items.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of 20 percent of the actual cost of the Project, estimated to be \$500,000 based on the Approved Project Budget. If the actual cost of the Project exceeds the Project budget, Grantee is responsible for 100 percent of the actual cost greater than the budgeted cost.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG, in writing.

B. Reduction of Matching Funds

The Grantee agrees that no refund of, or reduction in, the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided under this Agreement also is made to SANDAG.

C. Prompt Payment of Matching Funds

The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs. The Grantee agrees to provide not less than its required match amount of Project costs on a proportional basis as Project costs are incurred and coinciding with usual invoicing. Each of Grantee's

invoices must include its proportional matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided such that the Grantee maintains a cumulative match percentage no less than the required match percentage as specified above.

IV. PROJECT MANAGERS

Grantee's Project Manager is Howard LaGrange.

The SANDAG Project Manager is Tracy Ferchaw.

Project manager continuity and experience is deemed essential in Grantee's ability to carry out the project in accordance with the terms of this Agreement. Grantee shall not change the project manager without first providing written notice to SANDAG.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Tracy Ferchaw
401 B Street, Suite 800
San Diego, CA 92101

Grantee: City of Oceanside
Attention: Howard LaGrange
300 North Coast Highway
Oceanside, CA 92054

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.

5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (included in Attachment A). Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.
7. **Media and Community Outreach Coordination.** The Grantee agrees to notify and/or assist SANDAG of/with any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials and/or community events related to the Project, such as ground breaking and ribbon cutting activities. Press materials shall be provided to SANDAG staff for review before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on SANDAG logo usage guidelines provided by SANDAG, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media outreach and communications efforts. This includes project photos taken throughout the project at program events or as part of project tasks. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees that the photos have been obtained with the consent of all persons featured in the photo (or that of a parent or guardian of persons under the age of 18) using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG, and to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of *TransNet* Funded Facilities.** Each capital project of \$250,000 or more funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the project signage specifications and to install appropriately sized signs in the quantity called for by the *TransNet* Signage Guide (provided by SANDAG). Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before production.

9. **Baseline Data Collection.** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bike activity. At a minimum, data should be collected for observed bike, pedestrian, and vehicle volumes (where applicable), as well as their behaviors, in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG, and sufficient completion of these forms is required of the Grantee in order to accomplish the Baseline Data Collection deliverable.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- a. Conduct counts prior to project construction, during National Documentation Days in the second week of September.
- b. Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 4 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology/procedure to collect data the first week of May.

Grantees should budget \$5,000 for data collection.

B. Application of Laws

Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all subgrantees, third-party contractors, and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. A Grantee account will be created after execution of this Agreement, which will allow Grantee to enter data into CIS via an Internet browser. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and Its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Registration with DIR and Prevailing Wage Requirements

All provisions of this section shall be passed through to any subcontractors performing work related to this Agreement. Failure of Grantee or its subcontractors to comply with any of these requirements will result in delay of payment by SANDAG to Grantee.

1. Payment of Prevailing Wages

Grantee acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code § 1720 shall cause Grantee, and its subcontractors, to comply with the provisions of California Labor Code § 1775 et seq, which includes the payment of prevailing wages to all workers performing prevailing wage work.

2. Public Works Contractor Registration With DIR

If Grantee or its subcontractors will engage in the performance of a public work as defined by California Labor Code § 1720 et seq. and will utilize persons who are not employees of a public entity, registration and payment of an annual registration fee to the DIR shall be required of each entity performing the work. This requirement applies to anyone affected by the public works statutes found in the California Labor Code, including but limited to landscapers, fencers, surveyors, soil testers, dredgers, heavy equipment operators, and inspectors. Registration can be completed online at <https://efiling.dir.ca.gov/PWCR/>.

3. Subcontract Requirements

If Grantee will award any subcontracts for the performance of a public work:

- a. Grantee will verify, prior to award of any subcontract for a public work, that the selected subcontractor is currently licensed and registered with the DIR.
- b. Grantee will create a Project Registration Form (aka PWC-100 form) for each subcontract using the California Department of Industrial Relations (DIR) online database, available at <https://www.dir.ca.gov/pwc100ext/>. Grantee will complete the registration within 30 calendar days of award of each subcontract.
- c. Grantee shall notify SANDAG 10 business days prior to the subcontractor performing the prevailing wage work so SANDAG can prepare for labor compliance monitoring.
- d. If there are any changes to the subcontractor or its lower-tier subcontractors, Grantee will advise DIR of these changes by making updates to the Project Registration Form in the DIR's the online database.

4. Certified Payroll Reporting to DIR

Grantee and all subcontractors performing a public work pursuant to this Agreement shall use the DIR's Electronic Certified Payroll Reporting (eCPR) System, available at <https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>, to furnish certified payroll records to the California Labor Commissioner. Grantee and its subcontractors are required to utilize the eCPR system throughout the duration of the public work, regardless of whether SANDAG later requires the Grantee and its subcontractors to utilize the SANDAG Labor Compliance Monitoring System.

5. Retention and Inspection of Payroll Records and Employment of Registered Apprentices

Grantee agrees to comply and cause any of its applicable subcontractors to comply with Labor Code §1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code §1777.5 regarding employment of registered apprentices, and Labor Code §1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

In order to ensure compliance with the Labor Code, Grantee and its subcontractors shall be subject to site visits and spot-check audits by SANDAG. During these audits and inspections, SANDAG or its designee may request Grantee or subcontractor records, including but not limited to certified payroll, apprenticeship, and other ancillary records at any time during the term of the Agreement.

If such an audit or site visit discloses that Grantee or a subcontractor has not kept complete and accurate records or complied with the requirements of the California Labor Code, Grantee and all of its subcontractors performing the public work will be required to immediately stop work and DIR will be notified. Additionally, Grantee will be required to input and submit all applicable certified payrolls and accompanying documentation related to the Project and retroactive to the start of the Project into the SANDAG Labor Compliance Monitoring System (LCMS). SANDAG will provide Grantee and any first-tier subcontractors a log-on identification and password to access the SANDAG LCMS reporting system. Grantee will be required to enter all of its second-tier and lower subcontractors' information into LCMS on an ongoing basis. In addition, the SANDAG LCMS will allow Grantee to convert certified payroll records to the XML file format for upload to the DIR system.

G. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

H. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.

1. **Competitive Procurement.** Grantee shall not award contracts over \$3,500 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as an evaluation factor in selecting the third-party contractor and for construction services, award the work to the lowest responsive and responsible bidder; document a Record of Negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. **Debarment.** Grantee shall execute and cause their third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities.
3. **Flowdown.** Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
4. **No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. **Equipment Purchases.** Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such the equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000.

SANDAG and Grantee agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that It has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

VIII. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be based upon actual allowable costs described herein.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report. The Grantee invoice and reporting forms will be provided by the SANDAG Project Manager. SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s). SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay

retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.
6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section entitled "Accounting Records").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

E. Excluded Costs

Certain costs associated with bike and pedestrian projects that do not directly benefit people walking and biking are ineligible. These ineligible expenses include, but are not limited to: curb, gutter, and other drainage improvements; newly installed driveway ramps; roadway shoulders, where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane; and any required element under a different capital improvement project other than the Project. Expenses related to the replacement of existing infrastructure as a result of Project work may be eligible for reimbursement, but Grantee will be required to justify the necessary inclusion of such improvements prior to requesting reimbursement.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

C. Quarterly Reports

Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.

D. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

E. Access to Records of Grantees and Subgrantees

The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.

F. Communities Served Data and Reporting

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

E. Project Use

Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of the Project. SANDAG may require Grantee to refund grant funding provided for the Project in the event Grantee fails to use the Project for its intended purposes as stated in the grant application or for any disallowed costs.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.
- B.** In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C.** Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.
- D.** In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIV. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director or designee. The request for reconsideration must be received within ten calendar days from the postmark date of

SANDAG's reply. The Executive Director or designee will respond in writing to the request for reconsideration within ten working days.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

C. Venue

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 San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

A. General Liability

Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.

B. Automobile Liability

For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

C. Workers' Compensation and Employer's Liability

Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover from Others Endorsement" naming SANDAG as an additional insured.

D. Other Requirements

Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving 30 days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS




CHARLES "MUGGS" STOLL
Director of Land Use and Transportation
Planning

CITY OF OCEANSIDE



MICHELLE SKAGGS -LAWRENCE
City Manager

APPROVED AS TO FORM:



Office of General Counsel

APPROVED AS TO FORM:



City Attorney

ATTACHMENT A

Scope of Work, Schedule, and Budget

Scope of Work, Schedule, and Budget Worksheet

Grant Program: Smart Growth Incentive Program - Planning Project
 Applicant/Jurisdiction: City of Oceanside
 Project Title: Coastal Rail Trail Extension (Access A to Loma Marsh)

Part I Project Overview

Project Limit: The project is located along the North County Transit District (NCTD) railroad line crossing the A to Loma Marsh between Oceanside Boulevard and Morse Street.

Project Summary: The project will extend the existing Coastal Rail Trail line in the City of Oceanside by creating a Class I bicycle and pedestrian path that spans across the A to Loma Marsh between Oceanside Boulevard and Morse Street. This connection will improve pedestrian and bicycle mobility and create a relatively safe route for pedestrians and bicyclists between North and South Oceanside.

Part II Scope of Work, Schedule, and Budget

Propose to us deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Notice from Notice to Proceed" (NTP) and should comply with Board Policy No. 035 timelines. The Total Project Cost column will auto-calculate.

* Capital projects are required to include \$5,000 for on-site bike and pedestrian data collection. If this Scope of Work, Schedule, and Budget Worksheet is for a SGIP Planning, ATGP Non-Capex, SGIP CAP, or SGIP Complete Streets Policy project, overwrite the item 1 in the table below.

Task No	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
<i>Enter Task or Subtask Number (Add as needed)</i>	<i>Enter task descriptions. Please link tasks to other task numbers.</i>	<i>Enter deliverables associated with each task.</i>	<i>Enter start date as number of months from NTP. Enter specific numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>Enter cost to complete each task. Sub-tasks should not be an estimated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).</i>
1	Issue Request for Proposals (RFP); Request for Qualifications (RFQ); Selection and Award	Draft RFP, Final RFP Contract	Notice to Proceed (NTP)	5	\$ 10,000.00
2	Project Management: Kick-off meeting, finalize scope and schedule.	Kick-off meeting minutes, contract, status reports and invoices	5	6	\$ 10,000.00
3	Public Outreach: Develop and maintain project website; establish project working group; community workshops; develop user surveys	Project website, User surveys, Workshop Flyers, Agendas, and Meeting Summaries	6	8	\$ 30,000.00
4	Research, Data Collection, Mapping	Reports/Assessments	8	9	\$ 30,000.00
5	Prepare Technical Studies	Various Technical Studies	9	12	\$ 126,600.00
6	Alternative Concepts/Designs	30% Plans, Cost Estimates	9	12	\$ 120,000.00
7	Prepare Incub Study, EIS/ or EIR	Environmental Document for CEQA clearance	12	24	\$ 672,000.00
8	Coordination with Project Stakeholders NCTD, SANDAG, Coastal Commission	Meeting Minutes	6	24	\$ 10,000.00
	DURATION	Notice to Proceed (NTP)	24	24	
TOTAL PROJECT COST (grant request funds + matching funds):					\$ 500,000.00

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project or specific tasks to begin or be completed by a specific date. N/A

Scope of Work, Schedule, and Budget Worksheet

Grant Program: Smart Growth Incentive Program - Planning Project

Applicant/Jurisdiction: City of Oceanside

Project Title: Coastal Rail Trail Extension (Across Alta Loma Marsh)

Part III - Summary of Funding

Total project cost:	\$ 500,000.00
Total grant amount requested from SANDAG:	\$ 400,000.00
Total match amount that will be contributed:	\$ 100,000.00
 SANDAG grant % contribution:	 80%
Match % contribution:	20%
 Will the matching funds include Transfer Local Streets and Road (L&R)?	 No

Part IV - Project Budget Expenditures per Year

SANDAG staff will reference this information for the Regional Transportation Improvement Program if this project receives funding.

Category	Fiscal Year 2018/19 (July 1, 2018 - June 30, 2019)		Fiscal Year 2019/20 (July 1, 2019 - June 30, 2020)		Fiscal Year 2020/21 (July 1, 2020 - June 30, 2021)		Fiscal Year 2021/22 (July 1, 2021 - June 30, 2022)	
	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount
ENVIENGR	\$ 120,000.00	\$ 30,000.00	\$ 200,000.00	\$ 50,000.00	\$ 80,000.00	\$ 20,000.00		
ROW								
CONSTRUCTION								
TOTAL	\$ 120,000.00	\$ 30,000.00	\$ 200,000.00	\$ 50,000.00	\$ 80,000.00	\$ 20,000.00	\$ -	\$ -

ATTACHMENT B



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the

planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds

for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

- 3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.
- 3.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.
- 3.3. The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

- 4.1. Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.
 - 4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.
 - 4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.
- 4.2. Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

- 5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project

that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

All Grant Types (Capital, Non-Capital, and/or Planning Projects)

1. **Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Request for Proposals and Consultant Selection:** Upon request by SANDAG, Grantee must submit draft Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).
3. **Design Development, Stakeholder, and Community Meetings:** Grantee must provide SANDAG with agendas and meeting summaries for all design development (for capital projects only) and community meetings. SANDAG staff may attend any meetings as appropriate.
4. **Quarterly Reports, Invoices, and Deliverables:** Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. The Grantee invoice and reporting forms will be provided by the SANDAG Project Manager. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.
5. **Media and Community Outreach Coordination:** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG and *TransNet* logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.
6. **Photo Documentation:** Grantees are responsible for the following photo documentation:
 - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
 - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

Capital Grants Only

- 1. Baseline Data Collection:** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bike activity. At a minimum, data should be collected for observed bike and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG, and sufficient completion of these forms is required of the Grantee in order to accomplish the Baseline Data Collection deliverable.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

Grantees should plan to budget \$5,000 for data collection.

- 2. Plan Review:** Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent design. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
 - Whether the plans are consistent with the Project proposed in the original grant application
 - Consistency with accepted pedestrian/bike facility and smart growth design standards
- 3. Project Signage:** Each project or program of \$250,000 or more funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications in *TransNet* Signage Guide and submit proof files to SANDAG for approval before production.
- 4. Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT & PUBLIC OUTREACH

Task 1.1 Project Kickoff and Agency Coordination Meetings

Dokken Engineering is referred to as “Dokken” throughout this Scope of Work, will coordinate meetings with the City and key stakeholders to facilitate decision making. For each meeting, Dokken will provide meeting notices, prepare meeting materials and agenda, facilitate the meeting and prepare meeting minutes. Dokken will consult with the City’s project manager prior to each meeting to review upcoming meeting items. The following meetings are anticipated for this project:

Kickoff Meeting (1): At the start of the project, Dokken will organize a kickoff meeting with all key personnel, design team members and stakeholder representatives on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member’s roles and responsibilities and identify critical project issues.

PDT Meetings (5): The project development team (PDT) meeting, will be scheduled to review project status and discuss items that require City decisions. Attendees are anticipated to include City staff, Dokken Project Manager, as well as consultant task leads and other stakeholders as necessary to facilitate resolutions.

City Council/Planning Commission Meeting (1): Dokken will attend and present the proposed improvements at a Council/Commission meeting.

Task 1.2 Project Schedules and Administration

Dokken will monitor and control the effort and progress of the proposed services as follows: 1) Set up an internal project accounting system; 2) Prepare monthly Progress Reports indicating work accomplished the previous month, anticipated work to be completed the next month, issues requiring resolution, milestones achieved, meetings held, actions taken, approval actions required, coordination issues and design schedule impacts to accompany client invoices; and 3) Prepare, monitor and adjust Critical Path Method (CPM) Schedule on a monthly basis.

Task 1.3 Data Collection, Site Visits, and General Coordination

Dokken will obtain and review all available documents to identify design controls and considerations necessary to support the project. These documents include, but are not limited to, aerial and street view exhibits, traffic and pedestrian counts, roadway and utility As-Built data and other available data.

Task 1.4 Public Meeting

Dokken will provide all exhibits and handouts for the public workshop in addition to answering questions from the public. To ensure public attendance, an estimated 100 flyers/mailings will be mailed out for the public workshop.

Public Workshop (1): Dokken proposes to conduct one public workshop to present the Preferred Alternative selected with input from the previous public workshop, which presented design alternatives in the Project Study Report (PSR). The focus of this public workshop will be to obtain final buyoff on the preliminary design from the public. Similar format to the Public Meeting held during the PSR phase, Dokken will hold this meeting at Buccaneer Park on a Saturday morning.

Task 1 Deliverable(s): Up to six (6) Project Development Team Meetings to include Meeting Notices, Agendas, Meeting Minutes, and Presentation Materials; one (1) Council/Commission Presentation Materials including Project Exhibits, Monthly Progress Reports and Project Schedule Updates, Team

Coordination, Existing Documentation Memorandum, Site Visit Summary, Project Design Criteria Memorandum, Public Outreach flyer for one (1) Public Outreach Meeting.

TASK 2 – SURVEYING & MAPPING

Task 2.1 Pre-Design Land Survey and Mapping

Dokken will establish field survey control to provide aerial topographic surveying that will be supplemented with ground surveying in obstructed areas with heavy brush or tree canopies. The aerial control targets will be placed in the shape of a plus sign “+” each leg will extend out 2 feet from the center point and be nine inches wide. The target points shall be painted on asphalt and made of plastic material in grass or dirt areas.

The Survey Crews will locate any visible utility appurtenances near the project. The utility line work will include but not be limited to visible water valves, storm drain cleanouts or sanitary sewer manholes buried cable markers and utility poles being on the westerly side of the existing railroad tracks and within fifty feet of the proposed trail alignment. Inverts on any found storm drain cleanouts or sanitary Sewer Manholes will be obtained where it is possible. If the manholes lids are locked, we will coordinate with the City Public Works Department personnel to have them unlocked.

The Survey Crews will locate any property corners or Rail Road Right of way markers found in the field, our office personnel will also research and check with the City of Oceanside as to any known Right of Way control monuments and research from previous surveys in the area of work at the County of San Diego Land Surveyors Office. The search for Property corners will extend for the length of the project in the North and South Direction and to adjacent properties on the west side of the rail road tracks.

The base mapping will be prepared at a scale of one-inch equals twenty-feet (1:20) and include the existing topography with one-foot contours plus the location of existing utilities appurtenances and Right of Way or property lines as developed from found monuments and previous record maps.

Task 2 Deliverable(s): Copy of the existing condition base map files in PDF and AutoCAD; ASCII text file of the field survey point file information; The AutoCAD files to include, DTM, topography, field survey shots including ground shots and utility appurtenances and descriptors for each point in a text file format.

TASK 3 – ENVIRONMENTAL DOCUMENT

Dokken shall perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) requirements. The follow tasks have been identified to ensure all local, state, and federal environmental requirements are met:

Task 3.1 Environmental Technical Studies

Dokken shall coordinate and prepare all required environmental studies to be incorporated into the environmental document. Dokken will prepare and distribute copies of the technical studies for each of the review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

Task 3.1.1 Cultural Resources

Dokken shall prepare cultural documentation to support a CEQA determination on cultural resources in the project area. This documentation will also be prepared to be consistent with federal requirement because the Army Corps 404 permit will require compliance with Section 106 of the National Historic Preservation Act. This work will include the efforts to record archaeological and historical resources identified within the study area. A Cultural Resources Inventory Report (CRIR) will be prepared to identify and evaluate each potential cultural resource in the project area and evaluate

the potential for impacts this project could have on those resources. This work effort will build upon work completed during the feasibility study phase of the project.

Cultural Resources Inventory Report (CRIR) – All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA). A Dokken archaeologist will prepare the CRIR according to NHPA standards. This report will describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources. As part of the environmental constraints analysis prepared for this project, Dokken cultural staff obtained a cultural resource records search from the South Coastal Information Center, located at San Diego State University on May 30, 2017. The records search provided information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. The record search revealed that the Project Area Limits (PAL) had already been previously surveyed and no cultural resources were documented in the PAL.

Field Survey – Dokken will conduct a systematic field survey of portions of the PAL that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.

Project Area Limit (PAL) Map – Dokken will coordinate with City staff to develop an PAL Map. This PAL will determine the limits of field surveys and report documentation and should include all areas where ground disturbance or other direct impacts that could affect cultural resources would occur.

Native American Coordination – Dokken has contacted the Native American Heritage Commission and requested a search of the Sacred Land File, which returned negative results. With City approval, Dokken will contact Native American tribes that have requested AB52 consultation via certified mail. Dokken will document all Native American consultation efforts.

Task 3.1.2 Biological Resources Report

Dokken has already conducted preliminary field surveys and literature research as part of the environmental constraints analysis to determine the potential for occurrence of sensitive plant and animal species on the project site or in the vicinity. Surveys were conducted in early June, which is the optimal blooming season for rare plants in the region. Reviewed literature includes federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Wildlife [CDFW], 2011) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). A list of threatened and endangered species known in the project vicinity will be obtained from the United States Fish and Wildlife Service (USFWS). Any new species or impacts will be included in the Biological Resources Report.

Dokken biologists will conduct comprehensive biological study of the project area to confirm jurisdictional water resources, assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. Previous research indicates that the project area mostly consists of hardscape and actively used park areas. The Loma Alta Creek and associated tidal waters

may provide habitat for the tidewater goby, California least tern, and light-footed clapper rail, all Federally Endangered and State Endangered species. Tree removal (ornamental/landscaping) may be necessary so there is a potential to impact nesting habitat for migratory birds.

Dokken will prepare a Biological Resources Report that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare, and include in the Biological Report, a graphic displaying the location of the sensitive plant communities onsite and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and it will identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures will be included as necessary.

Task 3.1.3 Wetland Delineation

Dokken will complete a jurisdictional wetland delineation according to the 1987 Army Corps of Engineers (USACE) Wetland Delineation Manual and 2008 Arid West Regional Supplement, the currently accepted methodology. Dokken will also determine the extent of any streambed and associated riparian areas subject to review by CDFW under Section 1600 et seq. of the Fish and Wildlife Code.

The results of the delineation will be presented in the Biological Report and will include mapping of any jurisdictional wetland areas. The results of the delineation are subject to verification by the US Army Corps of Engineers and California Department of Fish and Wildlife.

Task 3.1.4 Biological Assessment for Endangered Species

Based on the preliminary investigations prepared for the project, Dokken has identified the potential for tidewater goby, California least tern, and light-footed clapper rail to occur near the project. The Loma Alta Creek may provide suitable habitat for these Federally and State Endangered species. If there is a potential for impacts to these species because of project construction, Endangered Species Act Section 7 or Section 10 Consultation with the US Fish and Wildlife Service will be necessary. Dokken will prepare a Biological Assessment which will focus on potential direct and indirect impacts to the tidewater goby, California least tern, and light-footed clapper rail and their habitats and will provide suitable avoidance, minimization, and mitigation measures to ensure impacts are reduced to the greatest extent practicable. While Section 10 Consultation between the City of Oceanside and USFWS is an option, this process is lengthy and relatively inefficient. Dokken recommends early consultation and permit submittal with the US Army Corps of Engineers for this project so we can use the 404 Permit with Army Corps as a federal nexus to complete Section 7 Consultation between the two federal agencies. Section 7 consultation will be needed regardless of if the City completes Section 10 first. Army Corps will use the Biological Assessment prepared by Dokken to initiate consultation with the USFWS to document any adverse impacts the project could have to tidewater goby, California least tern, and light-footed clapper rail." Section 7 and/or Section 10 Consultation will be concluded once USFWS issues a Biological Opinion (or a Concurrence Letter if impacts are not substantial).

Task 3.1.5 Hazardous Waste Initial Site Assessment (ISA)

Dokken will prepare an ISA to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize hazardous materials. Dokken will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as a hazardous waste site under state law.

Dokken will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area, Dokken will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. During preliminary field investigations, no major hazardous sites were observed or otherwise identified along the proposed project. A search of the DTSC's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List) did not identify any hazardous sites within the proposed project area.

Task 3.1.6 Visual Impact Assessment (VIA)

Dokken Engineering will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory, including photo documentation, of the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. Photographs will be taken to be used in the analysis and one visual simulation will be prepared. This scope assumes that one Dokken Engineering staff person can conduct all necessary field investigations in two days. Dokken Engineering will collect and review the appropriate municipal plans from the City. The plans will be reviewed for applicable guidelines, policies, and objectives pertaining to pedestrian facilities and visual resources including Scenic Roadway policies. In addition, Dokken Engineering will coordinate the City staff to collect and analyze relevant project information including design issues, public comments/concerns, and aerial photographs. A Visual Impact Assessment will be prepared to evaluate how the proposed trail project could impact existing views and the overall aesthetics of the project area.

Task 3.2 Environmental Document

Task 3.2.1 Draft Environmental Document

Dokken will incorporate the purpose and need, project description, and the technical studies into the draft environmental document, and will prepare the document consistent with the City's Initial Study checklist template. Dokken has determined a draft Initial Study with Mitigated Negative Declaration (IS/MND) under CEQA would be the appropriate level document for this project because all environmental impacts should be able to be mitigated to a less than significant level. The City of Oceanside will be the CEQA lead agency.

Task 3.2.2 Public Circulation

Once the draft IS/MND has been approved by the City, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. Dokken will coordinate the preparation of the distribution list with the City.

Pursuant to CEQA requirements, Dokken will prepare a Notice of Availability and a Notice of Completion for the Draft IS/MND. The Notice of Availability, along with the draft environmental document, will be made available at the City offices during a 30-day public circulation and review period. The Notice of Completion will be submitted to the California State Clearinghouse to formally initiate the circulation period and to ensure that key state agencies are afforded an opportunity to review the IS/MND.

Task 3.2.3 Prepare Responses to Comments

At the close of the public review period for the IS/MND, Dokken will meet with City staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. Dokken will then formulate responses to the comments on the IS/MND. Once draft responses to

comments are completed, they will be submitted to the City's staff for review and comment. The City's comments will be incorporated into the response to comments document.

Task 3.2.4 Final Environmental Document

Following public review of the draft IS/MND, Dokken will incorporate all public comments and final mitigation measures into the final IS/MND document. Dokken will prepare a Notice of Determination for the City to submit to the Clerk Recorder's office to complete the CEQA process. This scope of work assumes the City will pay the CEQA filing fee for the Notice of Determination.

Task 3.2.5 Environmental Commitment Record

Dokken will prepare an Environmental Commitment Record, including monitoring forms, to ensure that the mitigation measures contained in the IS/MND are properly implemented.

***Task 3 Deliverable(s):** Cultural Resources Inventory Report, Biological Resources Report, Wetland Delineation, Biological Assessment for Endangered Species, Hazardous Waste Initial Site Assessment, IS/MND CEQA Environmental Document.*

TASK 4 – GEOTECHNICAL INVESTIGATIONS

The geotechnical investigation will include a total of 9 borings along the project alignment. The detailed scope consists of:

- Reviewing published geologic maps, aerial photographs, in-house documents, and other literature pertaining to the alignment to aid in evaluating geologic conditions and hazards that may be present.
- Obtaining County of San Diego Department of Environmental Health (DEH) boring permit for the proposed deep borings along the bridge and retaining wall alignments.
- Obtaining utility mark-outs from Underground Service Alert and attending approximately 2 field meetings.
- Drilling nine, 6- to 8-inch-diameter borings along the project alignment. The approximate locations, proposed adjacent improvements, and proposed boring depths are listed in table below.
- Exploring and noting geologic conditions and collecting soil samples in boring at approximately 5-foot intervals.
- Performing infiltration testing using an Aardvark Permeameter.
- Backfilling borings and drilling waste disposal upon the completion of sampling and logging.
- Performing laboratory tests on selected soil samples to evaluate in-situ density and moisture contents, shear strength, sand equivalent, grain size, plasticity index, R-value, permeability, corrosion and compaction characteristics of the prevailing soil encountered.
- Performing geotechnical engineering analyses and evaluation based on project information, design traffic index, and foundation design loads of structures.
- Preparing a draft Geotechnical Design Report (GDR per Caltrans guidelines) with our geotechnical recommendations for the proposed retaining walls, bike lanes, and drainage facilities.
- Preparing a draft Foundation Report (FR per Caltrans guidelines) and LOTBs with our geotechnical recommendations for the proposed bridge.

- Preparing the final GDR and FR upon the receipt of review comments for draft GDR and FR.
- Performing project coordination and management QA/QC during the project.

Task 4 Deliverable(s): Draft and Final Geotechnical Design Report and Foundation Report

TASK 5 – UTILITY COORDINATION

Task 5.1 Utility Coordination

Dokken will update the utility base that was prepared with the PSR and will coordinate with the utility owners to confirm locations of existing utilities shown. Based on the utility mapping, any potential utility conflicts will be identified.

Task 5 Deliverables: Utility Base map, Utility Conflicts

TASK 6 – DRAINAGE AND WATER QUALITY

Task 6.1 Preliminary Hydraulic Report

Dokken will conduct a preliminary hydraulic analysis of Loma Alta Creek to evaluate the hydraulic impact associated with the proposed bridge crossing. The hydraulic analysis will be conducted based on a 50- and 100-year flow frequency using a HEC RAS computer model of Loma Alta creek, starting at the confluence with the Pacific Ocean and extending upstream a sufficient distance to capture potential project impacts. The existing condition (baseline) hydraulic model of Loma Alta Creek will be obtained from the City or FEMA. In the event that the hydraulic model cannot be obtained, an existing condition model will be developed using survey cross sections (12 cross sections minimum), boundary conditions from the Pacific Ocean and flows obtained from the FEMA Flood Insurance Study.

Based on the existing condition model, Dokken will then create a Post Project model that reflects the proposed bridge improvements. The results of the model will be assessed to determine the impact on the hydraulic conveyance of Loma Alta Creek. Dokken will provide suggested improvements to the design such that upstream and downstream impacts would be reduced and/or eliminated as needed to satisfy City requirements.

Based on the results of the hydraulic and scour analyses, Dokken will prepare a Draft Preliminary Hydraulic Report and will submit to the City for one round of comments. Comments on the draft report will be addressed, and the report will be finalized.

Task 6.2 Preliminary Drainage Report

Dokken will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, inlet/pipe locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, City records and prior reports prepared for the project such as the PSR. After reviewing the existing drainage conditions, on- and off-site hydrologic analyses will be conducted for the post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on Rational Method calculations, and laying out the new/retrofitted storm drain facilities. A comparison of existing versus proposed peak flows will also be performed and appropriate mitigation measures explored.

A Preliminary Drainage Report will be prepared to document the preliminary drainage and hydraulic studies based on City criteria. The report will provide a detailed discussion of the existing conditions and facilities in the project area, the on- and off-site hydrologic analyses and preliminary design methodologies, existing and post-project drainage patterns and conditions and any issues of special concern or significance. A draft of the report will be submitted to the City for review. Comments on the draft report will be addressed and the Preliminary Drainage Report will be updated and finalized.

Task 6.3 Preliminary Standard SWQMP

Dokken will conduct a preliminary water quality investigation to develop the conceptual site layout and storm water control strategies to comply with the City of Oceanside Best Management Practices (BMP) Design Manual and the San Diego Region Municipal Separate Storm Sewer System (MS4) Permit (Order No. R9-2013-0001 amended by Order No. R9-2015-0001). Dokken assumes the project will be subject to the requirements of Standard Projects by taking advantage of the following Local Priority Development Project (PDP) Exemption Requirements for new bicycle lanes:

- Direct storm water runoff to adjacent vegetated areas or other non-erodible permeable areas
- Hydraulically disconnected from paved streets or roads

The PDP exclusion assumes the project will avoid direct runoff to the Loma Alta Creek, which is an Environmentally Sensitive Area (ESA).

Therefore, a Preliminary Standard SWQMP will be prepared for the project to document the project's conceptual site layout including site design and source control BMPs. The Preliminary Standard SWQMP will follow the City template including the following major components:

- Project Vicinity Map
- Form I-1: Applicability of Permanent Storm Water BMP Requirements
- Form I-2: Project Type Determination Checklist
- Form I-3A: Site Information Checklist
- Form 4: Source Control BMP Checklist
- Form 5: Site Design BMP Checklist
- BMP Exhibit
- Soil Type Exhibit
- FEMA Map
- Storm Water Quality Assessment Form

A draft version of this document will be prepared and submitted to the City for one round of comments. Comments will be addressed, and the document will be finalized.

***Task 6 Deliverables:** Preliminary Hydraulic Report, Preliminary Drainage Report, and Preliminary Standard SWQMP*

TASK 7 – PRELIMINARY ENGINEERING

Task 7.1 Structural Concept Approval and Type Selection

Task 7.1.1 Develop Architectural Features

Dokken will develop architectural features to be integrated into the Loma Alta Creek bridge and retaining walls. Aesthetic elements may include form liners and/or color on abutments, piers and retaining walls; pier overlook features; light standards; and bridge rails. Sketches of the proposed

elements will be presented to the City's project staff for consideration. Selected features will be included in the project renderings discussed below.

Task 7.1.2 Project Renderings

To facilitate the decision-making process and gain consensus from City officials and stakeholders, Dokken will prepare renderings that feature the proposed bridge and aesthetic features. These renderings will be reviewed by the City's project staff and the selected features will be chosen. A final rendering will be prepared and presented for use by the City.

Task 7.1.3 Type Selection

After the horizontal and vertical alignment are set, and prior to beginning final structures design work, a structure General and Foundation Plan will be developed for the proposed bridge and retaining walls. The type selection will be documented in a concise Type Selection Memorandum, generally following the format described in Caltrans Memos to Designers 1-29 and 4-3. The memo will include discussion of bridge layout, constraints, alternative types considered, foundations, clearances, utilities, seismic considerations, constructability, aesthetics and cost. The report will document the preferred structure type. A draft memo will be submitted to the City for review and comment, followed by a Final Type Selection Memo incorporating comments and an updated General Plan.

Task 7.2 35% Plans and Estimate

During the preparation of the Project Study Report (PSR), Dokken met with stakeholders and City staff to discuss the trail alignment and path width. The plans developed in the PSR phase used SANGIS preliminary topographic data with 2ft contours. Now that this phase will obtain more detailed and recent topographic data, Dokken will update the preliminary plans provided in the PSR. These updates include providing profiles of the trail alignment, calculating ditch capacity from the drainage report prepared in this phase, revising drainage conveyance through ditches and drains, preparing drainage ditch profiles, and identifying grading limits of the trail. The City has requested an additional trail access point from the future parking lot at the decommissioned La Salinas Waste Water treatment Plant. Prior to developing the 35% plans, Dokken will meet with the City to discuss the trail alignment, path width and bridge length and width, retaining walls and trail access location and update based on any City comments received. Any revisions will be updated and prepared with this 35% plan submittal. The plans will be prepared in AutoCAD Civil 3D. Along with the 35% plans, Dokken will prepare a construction cost estimate. The following sheets will be included in our 35% plans.

- Title, Notes, Index Map (1)
- Survey Control Sheet (1)
- Typical Sections (1)
- Trail Plan Sheets (6)
- Trail and Drainage Profile Sheets (6)
- Storm Drainage Plan Sheets (6)
- Retaining Wall Sheets (4)
- General Plan Sheet (1)
- Foundation Plan Sheet (1)

Total Plan Sheets: 27 Sheets at 35% level of detail

Task 7 Deliverables: *Sketches of proposed aesthetic elements, Project Renderings, Draft and Final Type Selection Memo, Structures General Plan, 35% Plans and Estimate*

TASK 8 – GRANT WRITING SUPPORT

Task 8.0 – Grant Writing Support

Our team will assist the City in identifying grant funding opportunities. Based on our experience, this project can qualify for Active Transportation Program (ATP) grant funding administered through Caltrans/FHWA or Water Quality Funding administered through the State Water Resources Control Board. Our team will prepare one grant funding application for the City to apply for grant funds.

Task 8 Deliverables: Grant Funding Application (1)

Dokken Engineering - Fee Schedule

Exhibit C - Page 1 of 2

FIRM	DOKKEN ENGINEERING																			Total Hours	Direct Costs	Total Cost
	Project Manager	Quality Control / Quality Assurance	Senior Roadway Engineer	Associate Roadway Engineer	Assistant Roadway Engineer	Senior Bridge Engineer	Associate Bridge Engineer	Assistant Bridge Engineer	Senior CAD	CADD	Senior Drainage Engineer	Drainage Engineer	Assistant Drainage Engineer	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Biologist/GIS Specialist				
LOADED RATE	\$275	\$235	\$235	\$155	\$110	\$195	\$135	\$110	\$175	\$145	\$235	\$160	\$110	\$235	\$170	\$130	\$105	\$105				
Costal Rail Trail and Bridge Across Loma Alta Creek	113	25	132	212	194	40	46	76	46	40	58	126	339	44	178	310	324	314	2,617	\$8,120	\$379,960	
Task 1.0 Project Management	76		76	32	40	16	12				8	4	4	4					272		\$53,800	
1.1 Project Kickoff and Coordination Meetings	24		24			8	8				8								72		\$15,800	
1.2 Project Schedules and Administration	40		40																80		\$1,800	
1.3 Data Collection, Site Visits, and General Coordination	8		8	8		4	4					4	4						40		\$7,480	
1.4 Public Meetings	4		4	24	40	4								4					80		\$11,720	
Task 2.0 Surveying & Mapping			2		4														6		\$830	
2.1 Pre-Design Land Survey and Mapping			2		4														6		\$830	
Task 3.0 Environmental Document & Permits	2		4												40	178	310	324	314	1,172	\$8,000	\$156,280
3.1 Environmental Technical Studies			2											28	114	210	140	290	784	58,000	\$106,800	
3.2 Environmental Document	2		2											12	64	100	184	24	388		\$49,480	
Task 4.0 Geotechnical Investigations	2		6	8															16		\$2,960	
4.1 Geotechnical Investigation			1																1		\$195	
4.2 Field Infiltration Testing			1																1		\$195	
4.3 Engineering Analysis and Reports (FR and GDR)	2		4	8															14		\$2,570	
Task 5.0 Utility Coordination	2			20	40														62		\$8,050	
5.1 Utility Coordination	2			20	40														62		\$8,050	
Task 6.0 Drainage and Water Quality	5	9									42	100	299						455		\$61,410	
6.1 Preliminary Hydraulic Report	2	4									14	33	144						197		\$25,620	
6.2 Preliminary Drainage Report	2	4									24	55	120						205		\$28,650	
6.3 Preliminary Standard SWQMP	1	1									4	12	35						53		\$7,140	
Task 7.0 Design PS&E	24	12	36	72	110	24	34	76	46	40	8	22	36						540	120	\$81,180	
7.1 Structural Concept Approval and Type Selection	2	4				16	24	40	24	40									150		\$22,730	
7.2 PS&E																						
7.2.1 35%	22	8	36	72	110	8	10	36	22		8	22	36						390	\$120	\$5,450	
Task 8.0 Grant Writing Support	2	4	8	80															94		\$15,450	
8.0 Grant Writing Support	2	4	8	80															94		\$15,450	
TOTAL HOURS	113	25	132	212	194	40	46	76	46	40	58	126	339	44	178	310	324	314	2,617			
TOTAL DESIGN COST	\$31,875	\$5,875	\$25,740	\$32,860	\$21,340	\$7,800	\$7,130	\$8,360	\$8,050	\$5,800	\$12,470	\$20,160	\$37,290	\$10,340	\$30,260	\$40,300	\$34,020	\$32,970		\$8,120	\$379,960	

Dokken Engineering - Fee Schedule

Exhibit C - Page 2 of 2

FIRM	ESTRADA LAND PLANNING						TERRASCRIBE INC.						GEOCON INC.						TOTALS				
	Principal Landscape Architect	Senior Landscape Architect	Assistant Landscape Designer	Admin	Total Hours	Direct Costs	Total Cost	Office Surveyor	Photogrammetrist	Survey Crew	Total Hours	Other Direct Costs	Total Cost	Principal Geology/Engineer	Staff Engineer	Staff Geologist	Admin	Total Hours	Other Direct Costs	Total Cost	TOTAL HOURS	TOTAL OTHER DIRECT COST	TOTAL COST
LOADED RATE	\$150	\$100	\$80	\$50			\$150	\$150	\$200				\$190	\$160	\$190	\$80							
Costal Rail Trail and Bridge Across Loma Alta Creek	23	38	38	6	105	-	\$15,170	10	34	22	66	700	\$11,400	4	50	72	40	166	21,300	42,620	2,954	\$29,300	\$449,150
Task 1.0 Project Management	17	16	10	6	49		\$7,910														321		\$61,710
1.1 Project Kickoff and Coordination Meetings	8	8		6	22		\$3,580														94		\$19,380
1.2 Project Schedules and Administration																					80		\$18,800
1.3 Data Collection, Site Visits, and General Coordination	6	5	7		18		\$2,860														58		\$10,340
1.4 Public Meetings	3	3	3		9		\$1,470														89		\$13,190
Task 2.0 Surveying & Mapping								10	34	22	66	700	11,400								72		\$12,230
2.1 Pre-Design Land Survey and Mapping								10	34	22	66	700	11,400								72		\$12,230
Task 3.0 Environmental Document & Permits																					1,172	\$8,000	\$156,280
3.1 Environmental Technical Studies																					784	\$8,000	\$106,800
3.2 Environmental Document																					388		\$49,480
Task 4.0 Geotechnical Investigations														4	50	72	40	166	21,300	\$42,620	182	\$21,300	\$45,580
4.1 Geotechnical Investigation														2	4	46	2	54	\$21,300	\$28,460	55	\$21,300	\$28,655
4.2 Field Infiltration Testing																8		8		\$1,040	9		\$1,235
4.3 Engineering Analysis and Reports (FR and GDR)														2	46	18	38	104		\$13,120	118		\$15,690
Task 5.0 Utility Coordination																					62		\$8,050
5.1 Utility Coordination																					62		\$8,050
Task 6.0 Drainage and Water Quality																					455		\$61,410
6.1 Preliminary Hydraulic Report																					197		\$25,620
6.2 Preliminary Drainage Report																					205		\$28,650
6.3 Preliminary Standard SWQMP																							\$7,140
Task 7.0 Design PS&E	6	22	28		56		\$7,260														596		\$88,440
7.1 Structural Concept Approval and Type Selection																					150		\$22,730
7.2 PS&E																							
7.2.1 35%	6	22	28		56		\$7,260														446		\$65,710
Task 8.0 Grant Writing Support																					94		\$15,450
8.0 Grant Writing Support																					94		\$15,450
TOTAL HOURS	23	38	38	6	105			10	34	22	66			4	50	72	40	166			2,954		
TOTAL DESIGN COST	\$5,750	\$6,080	\$3,040	\$300			\$15,170	\$1,200	\$5,100	\$4,400		\$700	\$11,400	\$760	\$8,000	\$9,360	\$3,200		\$21,300	\$42,620		\$29,300	\$449,150

Design Schedule

Exhibit D

