



AGREEMENT FOR SERVICES OF AN INDEPENDENT CONTRACTOR
DESIGN, RIGHT OF WAY AND PREPARATION OF CONTRACT DOCUMENTS
AS IT RELATES TO THE
HIGHWAY 166 / HIGHWAY 1 INTERSECTION PROJECT

This Agreement (hereafter "AGREEMENT") is made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and PSOMAS (hereafter "CONTRACTOR" or "PSOMAS") having its principal place of business at 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 and collectively referred to as the "PARTIES" wherein CONTRACTOR agrees to provide and SBCAG agrees to accept the services specified herein.

WITNESSETH

WHEREAS, in February 2012, the SBCAG Board approved six projects to be implemented as part of the Highway 166 Safety and Operational Improvements project in the Measure A Investment Plan; and

WHEREAS, one of those six projects was the Highway 166/ Highway 1 Intersection Improvements Road located between the City of Santa Maria and the City of Guadalupe, in the unincorporated area of Santa Barbara County (hereafter "PROJECT"); and

WHEREAS, SBCAG has previously authorized contracts and amendments with PSOMAS to conduct environmental scoping, traffic studies, field surveys and prepare preliminary engineering and environmental documentation for PROJECT;

WHEREAS, additional work is required to finalize preliminary engineering and environmental documentation for PROJECT;

WHEREAS, in October 2017, the SBCAG North County Subregional Planning Committee (NCSPC) was provided a PROJECT update whereby they were informed that the Project Development Team (PDT) had identified a recommended alternative for traffic control that was a traffic signal;

WHEREAS, also in October 2017, the SBCAG NCSPC was informed that in order to implement the next steps of the PROJECT and construct the traffic signal alternative an additional services contract with PSOMAS was required;

WHEREAS, SBCAG has continued to coordinate with California Department of Transportation (CALTRANS) on the PROJECT and will enter into a cooperative agreement for the final design and right of way phase;

WHEREAS, SBCAG will continue to be the implementing agency through the design and right of way phase and CALTRANS will be the lead agency under the California Environmental Quality Act (CEQA) for the PROJECT and provide oversight of the design and right of way phase;

WHEREAS, SBCAG has negotiated the scope and fee to enter into this AGREEMENT to finalize remaining steps in the environmental phase, complete detailed design, right of way engineering and acquisition, utility coordination, regulatory agency permitting and to provide design support during a future construction phase for the PROJECT at a cost of \$323,610; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by SBCAG and SBCAG desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the PARTIES agree as follows:

1. DESIGNATED REPRESENTATIVES.

Fred Luna shall be the representative assigned by SBCAG to administer the AGREEMENT on behalf of SBCAG. **Tim Hayes** shall be the authorized representative of CONTRACTOR. Changes in the designated representatives shall be made only after advance written notice to the other party.

CONTRACTOR	SBCAG
Tim Hayes	Fred Luna
916-788-4879	805-961-8926
thayes@psomas.com	fluna@sbcag.org

2. NOTICES

Any notice or consent required or permitted to be given under this AGREEMENT shall be given to the respective parties in writing to the AGREEMENT representatives as follows:

CONTRACTOR		SBCAG
Mailing Address	PSOMAS 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678	Santa Barbara County Association of Govts 260 North San Antonio Road, Suite B Santa Barbara, CA 93110-1315 Attention: Fred Luna
Telephone	916-788-4879	805-961-8900

Contract Officer	Tim Hayes	Marjie Kirn
Title	Vice President	Executive Director

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to complete services for SBCAG in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM

- a. CONTRACTOR shall commence performance after this AGREEMENT has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within the time period December 1, 2020 through December 31, 2022 and according to the schedule specified in Exhibit B3, unless otherwise directed by SBCAG or unless earlier terminated.
- b. The Executive Director of SBCAG may extend the time of performance of this AGREEMENT for a period of one year by giving written notice of extension to CONTRACTOR 30 days prior to the completion date specified in Section 4(a).

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this AGREEMENT in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the AGREEMENT number assigned by SBCAG and which is delivered to the address given in Section 2, NOTICES, above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this AGREEMENT as an independent contractor to SBCAG and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SBCAG. Furthermore, SBCAG shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, SBCAG shall retain the right to administer this AGREEMENT so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and

acknowledges that it shall not be entitled to any of the benefits of a SBCAG employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save SBCAG harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this AGREEMENT, CONTRACTOR may be providing services to others unrelated to the SBCAG or to this AGREEMENT.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, experience, and licenses/permits necessary to perform the services required under this AGREEMENT. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to SBCAG pursuant to this AGREEMENT shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any negligent errors or omissions of work performed under this contract at SBCAG's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this AGREEMENT and shall make any and all payroll deductions required by law. SBCAG shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse SBCAG for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to SBCAG, which SBCAG shall keep on file at its offices.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest

in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. To the best of its knowledge, CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by CONTRACTOR if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon final payment, SBCAG shall be the owner of the deliverables completed as part of this AGREEMENT and CONTRACTOR shall not release any of the deliverables to other parties, except after prior written approval of SBCAG.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to SBCAG all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or produced CONTRACTOR that are part of the deliverables pursuant to this AGREEMENT (collectively referred to herein as "Copyrightable Works and Inventions").

SBCAG shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions, reports, data, documents or other materials that are part of the deliverables prepared under this AGREEMENT. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this AGREEMENT will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless SBCAG against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder negligently infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by SBCAG in connection with any such claims that are proven to be caused by CONTRACTOR's negligence. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the AGREEMENT.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use SBCAG's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use SBCAG's name or logo in any manner that would give the appearance that the SBCAG is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of SBCAG. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public

notices concerning the SBCAG or its projects without obtaining the prior written approval of SBCAG.

13. SBCAG PROPERTY AND INFORMATION

All of SBCAG's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain SBCAG's property, and CONTRACTOR shall return any such items whenever requested by SBCAG and whenever required according to the Termination section of this AGREEMENT. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any SBCAG property, documents, or information without SBCAG prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this AGREEMENT as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this AGREEMENT. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this AGREEMENT exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the AGREEMENT (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.
- b. **Nondiscrimination:** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the regulations.
- c. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this AGREEMENT, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this AGREEMENT, SBCAG shall impose such AGREEMENT sanctions as it may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to CONTRACTOR under this AGREEMENT until CONTRACTOR complies, and/or
- ii. Cancellation, termination or suspension of the AGREEMENT in whole or in part.

17. NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive AGREEMENT and that SBCAG shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the SBCAG desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this AGREEMENT or any of its rights or obligations under this AGREEMENT without the prior written consent of SBCAG and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- a. **By SBCAG.** SBCAG may, by written notice to CONTRACTOR, terminate this AGREEMENT in whole or in part, whether for SBCAG's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 - i. **For Convenience.** SBCAG may terminate this AGREEMENT in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by SBCAG, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SBCAG from such winding down and cessation of services.
 - ii. **For Nonappropriation of Funds.** Notwithstanding any other provision of this AGREEMENT, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this AGREEMENT, then SBCAG will notify CONTRACTOR of such occurrence and SBCAG may terminate or suspend this AGREEMENT in whole or in part, with or without a prior notice period. Subsequent to termination of this AGREEMENT under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
 - iii. **For Cause.** Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this AGREEMENT in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The

date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- b. **By CONTRACTOR.** Except where SBCAG withholds payment pursuant to other terms of this AGREEMENT, should SBCAG fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, Article 1, CONTRACTOR may, at CONTRACTOR's option, terminate this AGREEMENT, if such failure is not remedied by SBCAG within thirty (30) days of written notice to SBCAG of such late payment.
- c. **Upon Termination,** CONTRACTOR shall deliver to SBCAG all deliverables as may have been accumulated or produced by CONTRACTOR in performing this AGREEMENT, whether completed or in process, except such items as SBCAG may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this AGREEMENT, SBCAG shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this AGREEMENT nor for profit on unperformed portions of service. CONTRACTOR shall furnish to SBCAG such financial information as in the judgment of SBCAG is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to SBCAG is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this AGREEMENT and each covenant and term is a condition herein

24. NO WAIVER OF DEFAULT

No delay or omission of CONTRACTOR or SBCAG to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this AGREEMENT to CONTRACTOR or SBCAG shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of CONTRACTOR or SBCAG.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this AGREEMENT contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means. Each party waives their future right to claim, contest or assert that this AGREEMENT was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this AGREEMENT, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all SBCAG, State and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this AGREEMENT. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether SBCAG is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and SBCAG.

28. CALIFORNIA LAW AND JURISDICTION

This AGREEMENT shall be governed by the laws of the State of California. Any litigation regarding this AGREEMENT or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts and each of such

counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this AGREEMENT warrant and represent that they have the power and authority to enter into this AGREEMENT in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this AGREEMENT have been fully complied with. Furthermore, by entering into this AGREEMENT, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this AGREEMENT which by their nature are intended to survive the termination or expiration of this AGREEMENT shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this AGREEMENT and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. SUSPENSION FOR CONVENIENCE

SBCAG may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates shown below and it shall become effective when fully executed by all parties.

CONTRACTOR

SBCAG

By: _____

By: _____

Name: Tim Hayes

Name: Gregg Hart

Title: Vice President

Title: Chair

Date: _____

Date: _____

Attest:

Marjie Kirn, Executive Officer

By: _____

Clerk of the Board

Approved as to Form:

Michael C. Ghizzoni
County Counsel

By: _____

Deputy County Counsel

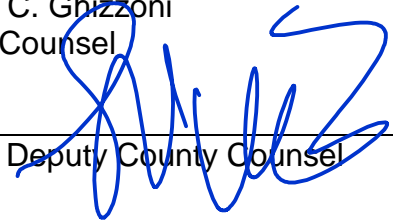


EXHIBIT A SCOPE OF SERVICES

CONTRACTOR agrees to perform the scope of services described below upon execution of this AGREEMENT. The period of performance for the scope of services shall continue through **December 31, 2022**.

PROJECT UNDERSTANDING

Santa Barbara County Association of Governments (SBCAG) is improving the intersection of State Route 166/State Route 1 (SR166/SR1) by installing a traffic signal and associated improvements at this location.

This Agreement is for work associated with the preparation of the Preliminary Engineering and Environmental Document (PA&ED) phase for the SR166/SR1 project. Whereas previously the project was anticipated to follow an encroachment permit and PEER document approval process. The estimated construction cost and complexity of the project now requires the development and approval of a Project Report in conjunction with the Environmental Document (Initial Study/Mitigated Negative Declaration).

The proposed improvements and project plans will be modified from the previously prepared preliminary plans to include the following:

- Crosswalks on the southern and western leg of the intersection.
- Curb ramps on the SW and SE quadrants.
- Sidewalk from the SE quadrant curb ramp extending east wards to tie into sidewalk associated with the Pasadera development which terminates at the UPRR right of way line on the east side of the grade crossing
- Sidewalk on the south side of Main Street in the City of Guadalupe is not included as part of this project.
- The sidewalk on the north side of SR 166 will be extended across the UPRR tracks which will require additional widening of the grade crossing panels.
- The project will include a pre-signal and advanced pre-emption.
- The updated plans will address the previous UPRR comments dated 12/17/18.
- Coordination with the Pasadera development which is currently preparing improvement plans for SR 166 from the grade crossing to Obispo Street. We anticipate that a traffic signal will be installed at the SR166/Obispo Street intersection.

This intersection and signal will be coordinated separately with Union Pacific Railroad (UPRR) and the developer.

The additional environmental work addresses design changes to the SR 1/SR 166 intersection improvements and regulatory updates to the State CEQA Guidelines and Caltrans Standard Environmental Reference (SER) Initial Study Annotated Outline. Our recommended scope of work includes addenda to the previously prepared Caltrans technical studies and a revised Initial Study-Mitigated Negative Declaration to support the approval and permitting for the project.

This project requires California Environmental Quality Act (CEQA) environmental clearance. However, federal funding or approvals have not been identified for the project. Therefore, National Environmental Policy Act (NEPA) environmental clearance is not required. This scope of work addresses compliance with regulatory updates to the State CEQA Guidelines and the Caltrans Standard Environmental Reference (SER) Initial Study Annotated Outline.

PRELIMINARY ENGINEERING & ENVIRONMENTAL DOCUMENTS (PA&ED)

The **CONTRACTOR** shall:

Task 1 – Project Coordination/Management

It is assumed that project management support for the PA&ED phase will be extended through the work to be completed based on the schedule in Exhibit B3.

Meetings

Contractor will facilitate monthly 1 hour (video conference) progress meetings with SBCAG. Contractor will facilitate three (3) 1 hour (video conference) progress meetings with Caltrans. When in person meetings are allowed, monthly meetings will be resume and it is currently estimated that up to six of the meetings are assumed to take place in Santa Maria or San Luis Obispo. One additional UPRR coordination meeting is anticipated via video conference call.

Task 1 - Deliverables

- Meeting Agendas and Minutes
- Monthly Progress Reports, Invoices and Schedules

Task 2 – Traffic Analysis

The previously approved traffic study was completed in April 2014. Due to the time passed between that approval and the construction of several phases of the Pasadera Development adjacent to the project location, the parties anticipate Caltrans will require an update to the previous traffic study.

Contractor will:

- Review the previously prepared Traffic Study for this project dated March 2014.
- Review most recently Caltrans-approved traffic study and most recent Intersection Control Evaluation (ICE) document prepared for the Pasadera development which will be provided by Caltrans.
- Using traffic count data and projections included in the Pasadera traffic study and ICE document, Contractor will conduct an operational analysis of the study intersection and proposed improvements for opening year 2025 using Synchro. Although projected year 2045 is not required for an operational improvement project this scenario will also be evaluated.
 - New traffic volume data is not expected to be collected due to the current atypical conditions of the ongoing pandemic.

- The parties agree if Caltrans requires that new traffic volume data be collected, a fee augment to cover the cost of the data collection will be negotiated.
- Projected 2045 volumes will be developed using a growth rate beyond the 2025 cumulative volumes.
- Evaluate the operation of the intersection with advance pre-emption and a pre-signal.
 - Analysis will include discussion of signal timing options for the pre-signal, but exact signal timing will not be provided.
 - The pre-emption needs will be determined using the Los Angeles Department of Transportation (LADOT) form.
- Update the traffic signal warrants for the intersection and include Warrant 9, Intersection Near a Grade Crossing.
- Based on the anticipated scope, a Vehicle Miles Traveled (VMT) analysis is not expected to be required per Caltrans guidance because through lanes will not be added at the intersection.

An Intersection Control Evaluation was previously discussed and eliminated for this intersection due to the constraints associated with the site including the proximity of the intersection to the cemetery and the at-grade railroad crossing. Therefore, the only options to be evaluated will be existing operations for without project conditions and the signalized operation for with project conditions.

Task 2 - Deliverables

- Draft Traffic Report
- Final Traffic Report

Task 3 – Preliminary Design – 30% Design Drawings and Engineers Estimate

Contractor will update the previously prepared preliminary design drawings to address the most recent comments received from UPRR and to include the new work elements described below:

- Crosswalks on west and south leg of the intersection.
- Curb ramps on the South-East and South-West quadrant of the intersection.
- Sidewalk extending from the curb ramp on the se corner of the intersection, eastward to meet up with the sidewalk from the Pasadera Development. It is assumed this meeting point will be at the eastern UPRR right of way line.
- Extension of the sidewalk parallel across the tracks on the north side of the grade crossing requiring additional grade crossing panels.
- Replacement of all panels within the grade crossing.

Contractor will prepare draft and final preliminary engineering drawings. The draft plans will be reviewed, and comments addressed prior to submittal to Caltrans for cursory review. An updated Engineers Estimate will be prepared in the 11-page format to include latest additional improvements and revised cost data.

Task 3 – Deliverables

- Updated 30% Drawings (Draft and Final)
- Updated Engineers Estimate

Task 4 – Preliminary Design – Supplemental Studies and Reports

As may be necessary, the Contractor will provide the following studies and reports as part of the Project Report or supplemental studies:

- Updated Hydrology/Hydraulic Tech Memo to include latest additional improvements
- Updated Storm Water Data Report (SWDR) to include latest additional improvements
- Updated Traffic Management Plan (TMP) Data Sheet to include latest additional improvements and revised cost data
- Updated Design Standard Decision Document to new format and to include proposed improvements
- Updated Risk Register to include latest additional improvements
- Updated Right of way and utility data sheets

Task 4 – Deliverables

- Updated Hydrology/Hydraulic Tech Memo
- Updated SWDR
- Updated TMP
- Updated Design Standard Decision Document
- Updated Risk Register
- Updated Right of Way and Utility Data sheets

Task 5 – Additional Environmental Work

Contractor will revise and circulate the Initial Study-Mitigated Negative Declaration (IS-MND), pursuant to the California Environmental Quality Act (CEQA), for the revised project. In support of the IS-MND, Contractor will prepare addenda for the following technical studies:

- Historical Property Survey Report (June 2015)
- Archaeological Survey Report (June 2015)
- Paleontological Identification Report (April 2015)
- Initial Site Assessment (June 19, 2015)
- Natural Environmental Study (October 2015)
- Jurisdictional Waters and Wetlands Delineation (June 2015)
- California Tiger Salamander and California Red-legged Frog Habitat Assessment (April 2015)
- Biological Assessment (August 2015)
- Visual Impact Assessment (May 20, 2015)
- Air Quality, Climate Change, and Noise Report (June 10, 2015)
- Water Quality Assessment Report (April 15, 2015)

All documentation will be prepared in accordance with the policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual. Contractor will notify Client immediately if additional environmental documentation is determined to be necessary (additional technical studies, etc.).

Task 5.1: Project Re-Initiation

Contractor will provide ongoing environmental coordination with SBCAG, and Caltrans, including:

- Develop the revised project description; and
- Provide consultation regarding the appropriate level of additional environmental review for the proposed project.

Contractor will revise the project description based on coordination with SBCAG and Caltrans information to be provided by Prime Contractor. As discussed in Caltrans Standard Environmental Reference (SER) Chapter 30, the revised project description will fully describe the action to be undertaken, including, as applicable, the project limits (logical termini/independent utility), construction activities, including staging areas and facilities, disposal and borrow sites required, any right-of-way acquisition, utility relocations, and construction activities that may require temporary facilities such as construction roads or detours. Any state or federal permit or consultation requirements will be noted.

Task 5.1 – Deliverables

- Revised Project Description

Task 5. 2: Project Management & Attendance at PDT Meetings

Contractor's principal in charge (PIC) or project manager (PM) will manage the preparation of all environmental technical studies, coordinate the environmental review process schedule, provide project updates for the environmental analysis, attend up to eight Project Development Team (PDT) meetings, and review and comment on the meeting minutes and agendas. Contractor's PIC or PM will attend four PDT meetings. This task also includes additional project management time for schedule review, status updates, and strategic consulting due to the extended timeframe of the project.

Task 5.2 – Deliverables

- Attendance at 4 Additional PDT Meetings, with comments on agendas and minutes.

Task 5.3: Technical Study Addenda

Contractor will prepare addenda to the existing Caltrans technical studies. Draft versions of each study addendum will be submitted to SBCAG for review. Upon incorporation of revisions based on SBCAG comments, each study addendum will be submitted with the original study for SBCAG, and Caltrans to review and comment. This scope of work assumes that each addendum will not require more than three rounds of revision based on comments from Caltrans, and/or SBCAG.

Task 5.3 – Deliverables

- Digital version (via e-mail) and 3 hard copies of each Draft and Final Technical Study Addendum

5.3.1: Cultural Resources Studies Addenda

Contractor will prepare addenda to the previous cultural resources studies in conformance with Caltrans' SER guidelines, Volume 2, Cultural Resources. Contractor will conduct the archaeological tasks under the direction of an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology. Under SER guidelines, the addendum will provide any updated project information pertinent to the study. However, the existing Archaeological Survey Report (ASR, June 2015) will be referenced for any previous background information. The previous study required only an ASR and Historic Properties Survey Report (HPSR). A Historical Resources Evaluation Report (HRER) was not previously required and the parties assume this remains the case for the current update.

5.3.1.1: Prepare Draft Project Area Location Map

Contractor to provide information regarding to update the Area of Potential Effects (APE). The parties assume that an APE map will require preparation for inclusion in the current reporting updates. The APE map will include a delineation of the Area of Direct Impact (ADI), and Area of Indirect Impacts. The parties assume that no more than one (1) revision of the Project Area Location (PAL) map will be required based on comments from Caltrans.

5.3.1.2: Conduct Cultural Resources Records Search

The current project changes fall within the previous records search radius. However, the previous records search was conducted in 2013 and additional studies may have been completed in the area that may provide pertinent data to the current study. Therefore, Contractor will contact the Central Coastal Information Center (CCIC) branch of the California Historical Resources Information System (CHRIS) to verify that the existing records search results remain unchanged. The results of the records search update will be included in the addendum.

5.3.1.3: Coordinate with Native Americans

As this addendum will discuss the results of changes to the ADI, Contractor assumes that coordination with Native Americans will be required to discuss project changes. Contractor will initiate this task on Caltrans' behalf by contacting the Native American Heritage Commission (NAHC) to determine if the previous Sacred Lands File (SLF) search remains valid. Upon receipt of the SLF verification, Contractor will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document "good-faith" efforts at follow-up.

5.3.1.4: Conduct Archaeological Survey of Area of Direct Impacts

The parties assume that the survey results of the previous ADI will remain valid and the current survey effort will be limited to the added ADI. The survey will be conducted by an archaeologist using pedestrian transects. The parties assume that no previously unrecorded archaeological resources will be encountered, and no previously recorded cultural resources will require updates. Any previously unrecorded or recorded archaeological resources identified during the survey would require a change order for formal recordation. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Contractor will coordinate full right-of-entry and safe access to the project area. In addition, the parties assume that the archaeological survey will not require more than one field day.

5.3.1.5: Prepare Archaeological Survey Report Addendum

Upon approval of the PAL map, records search update, and archaeological survey, Contractor will prepare an addendum to the previously completed ASR. This ASR addendum will document the results of the records search and field survey; discuss the potential eligibility of cultural resources within the PAL for listing in the California Register of Historical Resources; and provide management recommendations for these resources. The report will include maps depicting the area surveyed for cultural resources. The parties assume that the main project ASR will be referenced for any previous project related background information inclusive of the environmental and cultural contexts. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public.

5.3.1.6: Update Historic Properties Survey Report

The parties assume that the project HPSR will require an update with the new APE description, follow-up field investigations, and additional consultation (Native American and historic group) efforts. The parties assume that the most recently updated HPSR format released by Caltrans will be required with this update.

5.3.1.7: Consult with Local Governments/Local Historic Groups

Similar to Native American coordination, Contractor will re-initiate consultation will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the project area based on the current project footprint changes. As many as two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up.

5.3.2: Paleontological Identification Report Addendum

Contractor’s Principal Paleontologist will prepare an addendum to the existing Paleontological Identification Report (PIR) for the current project. The PIR will be prepared in conformance with Caltrans’ SER guidelines, Volume 1, Chapter 8, Paleontology. The parties assume that the previous paleontological locality search and literature will remain valid and no new searches or reviews will be required. Contractor will provide an addendum to the existing PIR discussing the potential for the current project changes to impact paleontological resources. The parties

assume that the background information from the original PIR may be referenced in the addendum and the current effort will not require a full PIR.

5.3.3: Initial Site Assessment Addendum

In preparing an addendum to the Initial Site Assessment the Contractor will perform two principal tasks: (1) an updated site reconnaissance and obtaining a database search of public records maintained by regulatory agencies for the project site; and (2) summarize the findings in an addendum. The purpose of the Initial Site Assessment (ISA) Addendum is to provide a summary of any changes in the preliminary evaluation of the potential for soil and/or groundwater contamination as a result of the project revisions. Contractor will complete:

- A review of public records maintained by government and regulatory agencies to evaluate any changes in the reported presence of hazardous substances and contamination in the study area.
- A site reconnaissance of the revised project site for obvious visual indications of hazardous substances and/or presence of contamination.
- Preparation of an addendum to the original assessment report summarizing the findings of the public records review and site reconnaissance for the project site, noting any changes to the potential presence and impact of environmental site conditions as a result of the project expansion.

For the Caltrans ISA, Contractor will perform the following tasks:

5.3.3.1: Expanded Records Review

An updated records review covering the revised ADI will be conducted to help identify potential environmental liabilities associated with current and past uses of the property. The records review will include both environmental information and historical use information readily available in public records. It is anticipated that records obtained during the initial ISA will be sufficient for a review of the ADI. As a result, an additional computer database records search in accordance with minimum search distances specified in the ASTM Standards on Environmental Site Assessments for Commercial Real Estate (the current standard for Phase I environmental site assessments) will not be required.

Environmental agency file reviews will be conducted for unauthorized release sites that fall within the project site (including subject property, adjacent properties, or nearby properties that, based on regional hydrogeologic information, would be expected to impact the subject property).

Applicable historical use information for the new ADI will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, city directory listings, USGS topographic maps, aerial photographs, and building permit files.

5.3.3.2: Site Reconnaissance

A reconnaissance will be conducted at the site to identify obvious potential environmental liabilities. In particular, the updated ADI will be the focus of the

reconnaissance. The identified property and immediately adjacent properties (as accessible) will be visually inspected. Site use practices that may have impacted the property will be reviewed, including storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

5.3.3.3: *ISA Addendum*

An addendum will be prepared documenting the information and findings of the research. The addendum will include a series of maps identifying existing land uses at the site and nearby. The addendum will provide an opinion regarding changes to the potential presence and impact of environmental site conditions as a result of the project expansion. If requested, Contractor will include recommendations in the addendum.

5.3.4: Natural Environment Study Addendum

Contractor will prepare an addendum to the Natural Environment Study (NES) for the project utilizing guidance and formats from the Caltrans SER. The addendum will evaluate new temporary and permanent impacts to sensitive natural communities and special status species associated with the revised project design, including migratory birds and species protected by the State and federal Endangered Species Acts that were not disclosed in the original NES for the project. Caltrans may also request that the special status species table and USFWS species lists included in the NES are updated due to the age of the NES. The addendum will also address new impacts from invasive species (Executive Order 13112), the protection of wetlands (Executive Order 11990), floodplain management (Executive Order 11988), and other applicable laws and regulations, if applicable to the revised site plan. Note that the addendum will incorporate the results of the previously-authorized permitting assistance and botanical survey tasks.

To achieve compliance with Executive Order 11990 and facilitate timely project approvals, Contractor will conduct a revised Jurisdictional Delineation (JD) of waters of the U.S. and State of California, including wetlands, at the project site using the most current guidance provided by the regulatory/resource agencies. Wetlands within the project site will be classified, documented, and mapped in general accordance with Corps of Engineers Wetlands Delineation Manual (1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008a). The Ordinary High Water Mark (OHWM) will be delineated in general accordance with the methods prescribed in A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (2008b) and Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (2010). Contractor will delineate the boundaries of jurisdictional features with special emphasis on features subject to U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) jurisdictions. The Delineation of Jurisdictional Wetlands, Other Waters and Riparian Habitats report will be revised suitable for submission as an attachment to the permit applications/ notifications and also the results of the delineation will be incorporated into the NES.

Contractor will also prepare a Quality Control and Assurance for Biological Reports form to be submitted with the report, as required by Caltrans.

5.3.4.1: Revised California Tiger Salamander and California Red-legged Frog Habitat Assessment

Contractor will revise the California Red-Legged Frog and California Tiger Salamander Habitat Assessment prepared for the project to accommodate changes in the project footprint. The revised report will continue to be in general accordance with the Revised Guidance on Site Assessments and Field Surveys for the California Red-Legged Frog (USFWS 2005) and for the CTS in general accordance with Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander (USFWS 2003). If necessary, a Contractor biologist familiar with the habitat requirements and ecology of the CRLF will also revise a California Red-Legged Frog Habitat Site Assessment Data Sheet from Appendix D in the aforementioned guidance document (USFWS 2005). The revised assessment report will be submitted to Contractor and Caltrans for review and comment.

Following Contractor and Caltrans review and any report and/or letter modifications based on comments received, the report and letter will be finalized and an electronic copy in PDF format of the report and letter will be submitted to Contractor and Caltrans.

5.3.5: Biological Assessment Addendum

Contractor will prepare a Biological Assessment (BA) Addendum in accordance with the Caltrans SER that will address potential effects to federally listed species due to the revised project footprint that were not previously addressed. The BA addendum will address new potential project effects to federally listed species with potential to occur at or near the project site, such as California red-legged frog, and direct and indirect effects to federally designated and proposed critical habitat. Caltrans may also request that the special status species table and U.S. Fish and Wildlife Service (USFWS) species lists included in the BA are updated due to the age of the BA. The USACE Section 404 permit will establish the federal nexus for consultation with the USFWS pursuant to Section 7 of the Federal Endangered Species Act (FESA). We assume that the USACE will initiate Section 7 consultation with USFWS as part of review and issuance of the USACE permit required for the project. As necessary, Contractor will coordinate with the USACE during consultation with the USFWS to acquire information necessary to determine the level of potential effects and to develop/refine measures to avoid and minimize impacts to federally listed species. The BA addendum will include the Quality Control and Assurance for Biological Reports form.

5.3.6: Visual Impact Assessment Addendum

Contractor will prepare an addendum to the Visual Impact Assessment (VIA) that evaluates potential effects of the revised project design related to visual resources. The parties assume that the revised project would not introduce new visual elements that would be out of character with the existing semi-rural environment or cause substantial obstructions to scenic resources.

5.3.7: Air Quality, Climate Change, and Noise Report Addendum

Contractor will prepare an addendum to the technical memorandum that evaluates potential effects of the revised project footprint and construction area related to air quality, climate change/greenhouse gas emissions (GHGs), and noise. Revised construction and operational air quality and GHG emissions will be described qualitatively, based on the understanding that long-term traffic improvements would offset short-term emissions associated with temporary construction activity. The addendum will incorporate the most recent Caltrans guidance for evaluating GHG emissions pursuant to the State's 2030 GHG emissions reduction targets.

The revised noise analysis will quantitatively evaluate construction noise at surrounding receptors based on the revised project footprint and associated distances between construction and surrounding receptors, in comparison to Caltrans thresholds. The parties assume that the revised project would not result in increases in roadway noise due to the project's long-term traffic improvements.

5.3.8: Water Quality Assessment Report Addendum

Contractor will prepare an addendum to the Water Quality Assessment Report that evaluates potential effects of the revised project footprint related to water quality. The revised water quality assessment will evaluate the potential construction and operational water quality effects of the revised project design, based upon the revised project footprint and potential for the project to interfere with the adjacent agricultural ditch areas.

Task 5.4: Revised Draft IS-MND

This task involves revising and finalizing the existing Draft IS-MND pursuant to the requirements of CEQA for the revised project. The Public Review Draft IS-MND will be publicly circulated, and all public comments will be addressed in the Final IS-MND.

5.4.1 Revised Administrative Draft IS-MND

Contractor will prepare a tracked-changes Revised Administrative Draft IS-MND in conformance with Caltrans' SER. The Revised Administrative Draft IS-MND will contain all required components of an MND, including the 2019 CEQA Guidelines Updates, which added requirements to evaluate potential impacts associated with energy demand, vehicle miles traveled, and wildfire. The Revised Administrative Draft IS-MND will address on-site and off-site impacts of the project. All CEQA environmental checklist items will be evaluated, but the technical analysis will be focused on environmental issues addressed in the technical studies and addenda described in Task 5.3 above.

The Revised Administrative Draft IS-MND will be delivered to SBCAG staff for internal review and comment prior to release of the Public Review Draft IS-MND. Upon incorporation of SBCAG comments on the Revised Administrative Draft IS-MND, the document will be submitted for review by Caltrans. The parties assume that the Revised Administrative Draft IS-MND will not require more than four rounds of revision based on comments from Caltrans, and/or SBCAG. Additional rounds of review of the Administrative Draft IS-MND would require identification of additional budget and would be completed on a time-and-materials basis, consistent with our attached Fee Schedule for Professional Services.

5.4.2 Public Review Revised Draft IS-MND

Upon incorporation of all comments from Contractor, SBCAG, and Caltrans on the Revised Administrative Draft IS-MND, Contractor will produce the Public Review Draft IS-MND for public circulation. The document will be circulated for a minimum of 30 days. The parties assume that a public meeting/workshop will be held during the public circulation period. SBCAG staff will organize and lead the public meeting/workshop for this project. Contractor's Project Manager will attend the meeting and will be available to present information and receive comments on the Public Review Draft IS-MND. Contractor will prepare all required notices for the document, including the Notice of Intent to Adopt, and will mail the documents to the State Clearinghouse, relevant agencies and interested citizens on a mailing list to be developed by SBCAG. This scope of work assumes the mailing list would include up to 50 recipients. SBCAG will be responsible for the newspaper noticing fees.

5.4.3 Final Revised IS-MND

At the conclusion of the 30-day public review period, Contractor will review the comments received on the Public Review Draft IS-MND and coordinate with SBCAG and Caltrans staff to discuss the responses at a PDT meeting (see Task 2). Contractor will then prepare and submit draft responses for SBCAG, and Caltrans review. Along with the responses to comments, Contractor will submit a mitigation monitoring and reporting program (MMRP) that outlines how implementation of adopted mitigation measures will be monitored. The parties assume that the Final Draft IS-MND will not require more than four rounds of revision based on comments from Caltrans and/or SBCAG. Additional rounds of review of the Final IS-MND would require identification of additional budget.

Upon incorporation of SBCAG and Caltrans comments on the draft responses, Contractor will prepare the Final IS-MND. As part of this task, Contractor's principal in charge or project manager will also attend one hearing before the SBCAG Board.

This scope of work assumes that upon adoption of the IS-MND, Contractor will prepare and file a Notice of Determination (NOD) with the State Clearinghouse and the County Clerk's office. SBCAG will be responsible for the CEQA filing fees, including the California Department of Fish and Wildlife fee.

Task 5.4 – Deliverables

- Digital copy (via e-mail) of Revised Administrative Draft IS-MND in Microsoft Word format for review by Contractor and SBCAG.
- Digital copy (via e-mail) and 5 hard copies of a second Revised Administrative Draft IS-MND to transmit for Caltrans review.
- Digital copy (via e-mail) of the Public Review Revised Draft IS-MND in Adobe Acrobat format and 11 hard copies of the Public Review Revised Draft IS-MND (5 hard copies for SBCAG, 5 hard copies for Caltrans, and 1 hard copy for the County Clerk; submittal to the State Clearinghouse will be digitally managed).
- Up to fifty (50) copies of the Notice of Intent to Adopt, to be mailed to the State Clearinghouse, relevant agencies and interested citizens on a mailing list to be developed by SBCAG.

- Digital copy (via e-mail) of the Final Revised IS-MND in Adobe Acrobat format and 12 hard copies of the Final Revised IS-MND (5 hard copies for SBCAG, 5 hard copies for Caltrans, 1 hard copy for the State Clearinghouse, 1 hard copy for the County Clerk).
- One copy of the Notice of Determination (NOD), to be filed with the State Clearinghouse and the County Clerk's office.

Task 6 – Project Report

Task 6.1: Administrative Draft Project Report

Contractor will prepare and submit an Administrative Draft Project Report for review by SBCAG prior to circulating the Draft Project Report to the Caltrans functional units.

Task 6.2: Draft Project Report

After receiving comments on the administrative Draft Project Report, Contractor will prepare and submit the Draft Project Report to SBCAG for submittal to Caltrans for review and comments. An initial version of the Draft Project Report will be submitted to the Caltrans PM for a cursory review to make sure it follows their format as specified in Appendix K of the Project Development Procedures Manual (PDPM) and includes all of the required elements.

After receiving comments from Caltrans, Contractor will revise and update the Draft Project Report. Contractor will prepare and submit the Draft Project Report to Caltrans for approval prior to the circulation of the Draft Environmental Document. The parties anticipate comments during the Draft Project Report process from staff review, then management review and then electronic review so there will be three iterations required before the Draft Project Report is approved prior to circulation of the Draft Environmental Document.

Task 6.3: Final Project Report

After circulation and receiving comments on the Draft Environmental Document, Contractor will prepare and submit the Final Project Report to Caltrans for approval.

Task 6 - Deliverables

- Administrative Draft Project Report (Electronic pdf file)
- Draft Project Report (24 copies, 1 pdf file)
- Project Report (24 copies, 1 pdf file)

Task 7 – Additional Topographical Survey (Optional Task)

Some additional improvements are anticipated to be constructed within the limits of the project during this PA&ED phase of the project. If it is deemed necessary and if approved by SBCAG, Contractor will conduct field surveys of the site to update the base mapping.

Task 7 - Deliverables

- Updated Base Map

Assumptions

The following assumptions were made in preparing the scope of services:

- The extent of work is as described in the project understanding section of this proposal;
- This phase of the project will extend through the anticipated completion per Exhibit B3;
- Caltrans will require an update to the previous traffic study;
- VMT analysis is not expected to be required based on the anticipated scope of improvements per Caltrans guidance because through lanes will not be added at the intersection;
- An Intersection Control Evaluation was previously completed and will not need to be revised;
- All UPRR engineering work will be completed by UPRR or their representatives;
- Apart from grade crossing panels, the project does not involve modification to the existing railroad tracks;
- No sidewalk is proposed on the south side of Main Street between Hwy 1 and Kermit McKenzie Intermediate School;
- The previously prepared Geotechnical Design Report is acceptable for the purposes of preliminary design; and
- No potholing of existing utilities will be conducted during the PA&ED phase.

EXHIBIT B

AGREEMENT COST & PAYMENT ARRANGEMENTS

- A. For CONTRACTOR services to be rendered under this AGREEMENT, CONTRACTOR shall be paid a total AGREEMENT amount, including cost reimbursements, up to and not to exceed \$325,000.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance as determined by SBCAG, based upon the scope, methodology, and requirements contained in Exhibit A.
- C. Payment for services and/or reimbursement of costs shall be based upon CONTRACTOR's compliance with costs, expenses, overhead charges and hourly rates for personnel shown in the and rate schedule included in Exhibits B1 "Detailed Budget" and Exhibit B2 "Budget Summary". Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Exhibit A.
- D. CONTRACTOR, shall submit to the SBCAG Designated Representative on a monthly basis an invoice or certified claim for the service performed over the period specified. SBCAG's Designated Representative shall evaluate the quality of the service performed and, if found to be in accordance with this Agreement and within the not-to-exceed cost of Exhibit B, shall initiate payment processing. SBCAG shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. SBCAG's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B1
DETAILED BUDGET**

Task No.	Description	Project Director	Senior Project Engineer	Design Engineer	Design Engineer	Project Admin	Senior Drainage Engineer	Drainage Engineer	Traffic QC Manager	Traffic Planning Engineer	Traffic Project Engineer	Traffic Design Engineer	Total Hours	Psomas Labor Fee	Psomas Surveys	Rincon	Hamner Jewell	Total Fee Per Task	
1	Project Management (13 months)	32	38	0	6	52	0	0	3	12	0	0	143	\$24,275	\$0	\$0	\$0	\$24,275	
	<i>Progress Meetings (12)</i>	12	24	0	6	0	0	0	0	6	0	0	48	\$9,750	\$0	\$0	\$0	\$9,750	
	<i>Caltrans Meetings (3)</i>	6	12	0	0	0	0	0	2	6	0	0	26	\$5,380	\$0	\$0	\$0	\$5,380	
	<i>UPRR Meetings (1)</i>	1	2	0	0	0	0	0	1	0	0	0	4	\$890	\$0	\$0	\$0	\$890	
	<i>Invoicing/Progress Reports</i>	13	0	0	0	52	0	0	0	0	0	0	65	\$8,255	\$0	\$0	\$0	\$8,255	
2	Traffic Analysis	4	8	0	0	0	0	0	18	90	0	0	120	\$20,070	\$0	\$0	\$0	\$20,070	
3	Preliminary Design-Updated 30% Drawings/Estimate	8	46	100	88	0	0	0	10	0	40	90	382	\$60,600	\$0	\$0	\$0	\$60,600	
	<i>Updated 30% Drawings (Draft)</i>	4	24	60	40	0	0	0	6	0	20	48	202	\$31,970	\$0	\$0	\$0	\$31,970	
	<i>Updated 30% Estimate (Draft)</i>	0	4	0	24	0	0	0	0	0	6	12	46	\$7,030	\$0	\$0	\$0	\$7,030	
	<i>Updated 30% Drawings (Final)</i>	4	16	40	8	0	0	0	4	0	10	24	106	\$17,350	\$0	\$0	\$0	\$17,350	
	<i>Updated 30% Estimate (Final)</i>	0	2	0	16	0	0	0	0	0	4	6	28	\$4,250	\$0	\$0	\$0	\$4,250	
4	Supplemental Engineering Studies and Reports	2	32	0	100	0	16	64	0	0	0	0	214	\$32,810	\$0	\$0	\$13,512	\$46,322	
4.1	<i>Updated Hydrology/Hydraulics</i>	0	4	0	0	0	16	64	0	0	0	0	84	\$13,680	\$0	\$0	\$0	\$13,680	
4.2	<i>Updated SWDR</i>	0	8	0	32	0	0	0	0	0	0	0	40	\$5,760	\$0	\$0	\$0	\$5,760	
4.3	<i>Updated TMP</i>	0	4	0	8	0	0	0	0	0	0	0	12	\$1,880	\$0	\$0	\$0	\$1,880	
4.4	<i>Updated Design Standard Decision Document (DSDD)</i>	2	4	0	32	0	0	0	0	0	0	0	38	\$5,350	\$0	\$0	\$0	\$5,350	
4.5	<i>Updated Risk Register</i>	0	4	0	4	0	0	0	0	0	0	0	8	\$1,380	\$0	\$0	\$0	\$1,380	
4.6	<i>Updated Right of Way/Utility Data Sheets</i>	0	8	0	24	0	0	0	0	0	0	0	32	\$4,760	\$0	\$0	\$13,512	\$18,272	
5	IS-MND	20	48	0	32	0	0	0	0	0	0	0	100	\$19,260	\$0	\$53,614	\$0	\$72,874	
5.1	<i>Environmental Re-Initiation/Project Description</i>	2	4	0	0	0	0	0	0	0	0	0	6	\$1,350	\$0	\$1,888	\$0	\$3,238	
5.2	<i>Environmental Management</i>	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$8,460	\$0	\$8,460	
5.3	<i>Technical Study Addenda</i>	8	16	0	24	0	0	0	0	0	0	0	48	\$8,400	\$0	\$20,060	\$0	\$28,460	
5.4	<i>Admin Draft Revised IS-MND</i>	2	8	0	0	0	0	0	0	0	0	0	10	\$2,230	\$0	\$10,720	\$0	\$12,950	
5.5	<i>Draft Revised IS-MND</i>	2	8	0	0	0	0	0	0	0	0	0	10	\$2,230	\$0	\$5,836	\$0	\$8,066	
5.6	<i>Public Meeting</i>	4	8	0	8	0	0	0	0	0	0	0	20	\$3,700	\$0	\$2,360	\$0	\$6,060	
5.7	<i>Final Revised IS-MND</i>	2	4	0	0	0	0	0	0	0	0	0	6	\$1,350	\$0	\$4,290	\$0	\$5,640	
6	Project Report	20	104	0	200	24	0	0	0	0	0	0	348	\$54,980	\$0	\$0	\$0	\$54,980	
6.1	<i>Admin Draft Project Report</i>	8	40	0	80	4	0	0	0	0	0	0	132	\$21,080	\$0	\$0	\$0	\$21,080	
6.2	<i>Draft Project Report</i>	8	40	0	80	16	0	0	0	0	0	0	144	\$22,280	\$0	\$0	\$0	\$22,280	
6.3	<i>Final Project Report</i>	4	24	0	40	4	0	0	0	0	0	0	72	\$11,620	\$0	\$0	\$0	\$11,620	
7	Additional Topographical Survey Work (Optional)	0	2	8	8	0	0	0	0	0	0	0	18	\$2,480	\$7,000	\$0	\$0	\$9,480	
	Totals	86	278	108	434	76	16	64	31	102	40	90	1325	\$214,475	\$7,000	\$53,614	\$13,512	\$288,601	
														ODCs	\$2,000	\$0	\$3,580	\$0	\$5,580
														TOTAL	\$216,475	\$7,000	\$57,194	\$13,512	\$294,181

***Please note: all subconsultant costs shown above include mark-up**

EXHIBIT B2
Budget Summary

Task	Category	Amount
1	Project Management	\$24,275
2	Traffic Analysis	\$20,070
3	Preliminary Design-Updated 30% Drawings/Estimate	\$60,600
4	Supplemental Engineering Studies & Reports	\$46,322
5	IS-MND	\$72,874
6	Project Report	\$54,980
7	Additional Topographical Survey Work (Optional)	\$9,480
Subtotal Labor and Subs		\$288,601
Other Direct Costs (ODCs)		\$5,580
Subtotal Costs		\$294,181
Extra Services Allowance (approximately 10%)		\$30,819
Total		\$325,000

EXHIBIT B3 SCHEDULE

Activity/Milestone	Completion Date
Approval of New Contract with PSOMAS	11/19/2020
Notice to Proceed	11/23/2020
Kick off Meeting with Caltrans (and maybe UPRR)	Early December 2020
Updated Plan and Study Limits (need to be sure of footprint)	January 2021
Updated Technical Studies and Addenda (Eng and Env)	Jan-April 2021
Caltrans Review of Technical Studies	May 2021
Updated Plans	June 2021
Admin Draft Project Report/IS-MND	June 2021
Draft Project Report/IS-MND	July 2021
Staff Review	August 2021
Updated Draft Project Report/IS-MND	September 2021
DPR – Electronic Review	October 2021
Release for Public Review Revised Environmental Document	10/30/21
Response to Comments/Final IS-MND/Project Report	December 2021
Caltrans Review	January 2022
Updated PR and IS-MND	February 2022
Approval of PR and Final Environmental Document	March 2022

EXHIBIT C STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, SBCAG requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCAG.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – SBCAG, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCAG.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the SBCAG by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SBCAG has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish SBCAG with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by SBCAG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. SBCAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that SBCAG is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – SBCAG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCAG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCAG.