March 17, 2015

To: Amador County Transportation Commission

From: Neil Peacock, Planner/Program Manager

Subject: SR 88 Pine Grove Corridor Improvement Project: Programming of Regional Improvement Program Funds, Refinement of Preliminary Phasing and Funding Strategy, and Implementation of the Plans, Specifications, and Estimates Phase by Amador County

Recommendation

1. It is recommended that the Commission not change the Regional Improvement Program funds currently programmed for completion of the Plans, Specifications, and Estimates phase for the SR 88 Pine Grove Corridor Improvement Project.

2. It is recommended, subject to Caltrans’ and legal counsel’s review and approval, that the Commission approve the attached resolution allocating $774,000 in Regional Improvement Program funds to Amador County to refine the project’s preliminary phasing and funding strategy as outlined in Exhibits A, B, C, D, and E of Attachment D and authorize execution of a Letter of Agreement with Amador County to that affect.

3. It is recommended that the Commission identify Amador County as the implementing agency for the Plans, Specifications, and Estimates phase of the project in its Regional Transportation Improvement Program for the 2016 STIP Cycle.

The State Transportation Improvement Program (STIP) is a bi-annual funding program administered by the California Transportation Commission (CTC). Each Regional Transportation Planning Agency (RTPA) across the State receives a “regional share” of the total funding available state-wide. These are called Regional Improvement Program (RIP) funds, which are available for them to “program” as guided by the priorities established in their Regional Transportation Plans (RTP). Programming is a action whereby the RTPAs request that certain amounts of funds be made available for certain projects in certain fiscal years (FY). This is done through the Regional Transportation Improvement Program (RTIP), which is a funding document developed by each RTPA to spell out these details. “Programming capacity” refers to the total amount of RIP funds that a region has available to it. An “allocation” happens when the RTPA asks that the programmed funds be dispersed for expenditure. The CTC’s STIP Guidelines identify rules and requirements related to the use of these funds.

Programming of RIP Funds

In November, 2013, the Commission directed staff to program all the capacity it had available through the 2014 STIP cycle to fully fund both the Plans, Specifications, and Estimates (PS&E) and Right of Way (ROW) phases for the entire SR 88 Pine Grove Corridor Improvement Project. The intention of this action was to get the entire project “shovel ready” in order to stage it for construction and to maximize any unforeseen opportunities that might become available to leverage additional funding. As directed, staff programmed $1.6 million for PS&E in FY15/16 and $3.9 million for ROW in FY 17/18 in the Commission’s 2014 RTIP.

[Note: This was possible because the Commission achieved significant cost savings during the environmental phase, resulting in approximately $774,000 remaining available for use on design per Section #54 of the STIP Guidelines (“Any amount...allocated...for environmental studies...may...be expended...for plans, specifications, and estimates.”). The estimated cost of design on the entire project...]
is $2.3 million; therefore, the Commission only needed to request the $1.6 million worth of its available programming capacity in order to fully fund that phase. This freed up enough capacity to fully fund ROW.]

Since then, the Commission completed a series of workshops on its Administrative Draft RTP in which it decided to, "...keep RIP funds programmed in the 2014 STIP cycle in order to make elements of the SR 88 Pine Grove Corridor Improvement Project “shovel ready” for construction" and to focus funding for construction on “priority components” within the corridor. However, this policy language does not exactly specify what these “elements” or “priority components” are. Given anticipated funding constraints and unknown funding opportunities that may be experienced over the next 20 years, there are many strategies the Commission could choose for delivery of the project. For example, it could:

- Fund design of the entire project, but only fund ROW & construction for individual segments, or
- Only fund design, ROW, & construction for individual segments.

Whatever the Commission decides, the relevant information (i.e. specific costs and dates for each phase/segments) needs to be identified in the RTIP and submitted to the CTC by the appropriate deadlines. Now that we are approaching the beginning of FY 15/16, the Commission needs to determine if it will maintain its present course or if an RTIP amendment needs to be submitted to reflect any changes desired. The essential decision to be made at the present time is:

- Whether or not the Commission would like to complete design (i.e. PS&E) on the whole project with the funds currently available, or
- Design some of the project now and some of it later, or
- Not do design at all for low priority segments.

Whatever this decision is, it must be made at the ACTC’s March meeting. This is because programming changes need to be made before the beginning of the fiscal year in which the funds are programmed. When contacted, CTC staff explained a nuance to the STIP Guidelines; we do not have to actually request an allocation of the total amount programmed. Once we request an allocation, the funds are “locked in”; we run the risk of losing them if they are not expended and they count against our “regional shares”, whether we spend them or not. However, we do not have to actually ask for all of the funds we have programmed; any un-allocated funds would be returned to our “un-programmed reserve”. Un-programmed reserves represent the balance of regional shares that have not yet been programmed for a specific purpose. The only downside of this option would be that funds returned to our un-programmed reserves would not be available until FY 19/20. A timeline for the Action Items discussed in this staff report is contained in Attachment A.

If the Commission does want to complete design on the whole project, as originally planned, then no RTIP amendment is needed. If the Commission does not want to complete design on the whole project, then it needs to decide the following questions so an amended RTIP could be submitted for the CTC’s action before the beginning of the Fiscal Year (See Attachment B):

- What parts it does want to design?
- Based on what priority?
- At what cost?
- Base on what information?

In order to answer these questions and identify the priority components called out in the Draft RTP, a more detailed phasing/funding strategy needs to be developed. Until such information is made available, ACTC/County staff do not have adequate information available to recommend that the funds currently programmed be changed. Given this uncertainty and time constraint, ACTC/County staff recommends that ACTC leave the full amount of programmed funds as is, for now, and work with Amador County to develop the refined phasing and funding strategy noted above. The results of such
refinement could be used to determine what portion of the project will move toward design before an allocation request is submitted for the PS&E phase. This would allow funding to be reserved for other uses, in the event that the Commission decides it does not want to do design on the whole project. However, it should be noted that the $774,000 in remaining PA&ED funds will expire in February, 2016 or upon completion of the environmental phase. At that point, a decision will need to be made so the appropriate allocation request for the PS&E funds can be submitted.

**Letter of Agreement with Amador County**
The situation above was discussed on February 10th at a joint meeting of the ACTC’s Administrative Committee and the Board of Supervisor’s Public Works Committee. Direction was given for County and ACTC staff to develop a proposed work plan for refinement of the project’s preliminary phasing and funding strategy and to contact Caltrans regarding related questions. County/ACTC staff met with Caltrans’ Project Development Team (PDT) on February 19th to discuss a proposed approach and ensure that this work is eligible for reimbursement with the remaining funds. This meeting was followed up by a teleconference with District 10 Deputy Director Samuel Jordan on March 5th and County/ACTC staff have been in direct coordination this entire time.

The resulting work plan was presented to the Amador County Board of Supervisor on March 10th. As shown in Attachment C, the Board of Supervisors passed Resolution 15-014, which states the Board’s intention to assume implementing agency status for the PS&E phase and to receive funds from ACTC for completion of the refined phasing and funding strategy discussed above, as well as all future phases of the project. A proposed Letter of Agreement for the County to perform this work is contained in Attachment D. Enclosed, Commissioners will find a draft Resolution of Allocation (Exhibit A), draft Scope of Work (Exhibit B), draft Project Budget (Exhibit C), draft Project Schedule (Exhibit D), and the Supplemental Provisions (Exhibit E) covering the use of these funds.

If approved, the following actions would transpire over the next 10 months:

1. County staff would select a qualified consultant and provide more detailed Scopes and Budgets for the work required.
2. County staff and consultants would perform various forms of analysis, prioritize various segments and/or design components of the project to be constructed at specific points in time, develop related cost estimates, and identify realistic funding sources for each component.
3. This information would be presented to the Board of Supervisors and ACTC with a recommended strategy to phase and fund PS&E, ROW, and construction of the project over time.
4. ACTC staff would use this information and the direction received to develop the Commission’s RTIP for the 2016 STIP cycle and request an allocation of the funds currently programmed for PS&E.
5. County staff would advance design work on the priority components identified and then formally initiate the PS&E phase.

**Implementing Agency for PS&E**
As discussed, the RTIP is used to nominate specific projects for funding and identifies the following:

- What the project is (i.e. project title and description)
- What the phase or segment is (i.e. PS&E, ROW, etc.)
- What it will cost (i.e. amount programmed for the phase or segment)
- When it will be done (i.e. the fiscal year in which the phase or segment will be initiated)
- What it will do (i.e. anticipated outcome based on various performance measures)
- How the project relates to the RTP (i.e. its policies, priorities, etc.)
- Who will get it done (i.e. the “implementing agency”, or project manager)

Simply put; when the RTIP is submitted, it needs to identify an implementing agency that will be responsible for managing the work that has been funded. This information must be filled out on the Project Programming Request (PPR) form attached to the RTIP when it is submitted to the CTC.
Therefore, it is the cities and county, through their representatives appointed to the ACTC, who collectively decide what agency will manage the projects that are nominated for RIP funding through the regional transportation planning process. Staff has found no rules or requirements that would constrain or compel this decision; it is typically made on a case-by-case basis given the nuances and needs of the individual project and the preferences expressed by all those involved at the time it moves forward. However, for projects on the State Highway System, Caltrans’ concurrence through an executed Cooperative Agreement is required before any work can begin.

As discussed above, the Board of Supervisors has expressed its intention to implement PS&E. Further, Commission’s newly drafted RTP identifies numerous objectives it would like to accomplish within the next 5 years. These will likely require a significant amount of staff time to achieve. Therefore, staff would recommend that the ACTC concur with the Board of Supervisors and identify Amador County as the implementing agency for PS&E in its RTIP for the 2016 STIP cycle.
Attachment A
Attachment B
<table>
<thead>
<tr>
<th>2015 California Transportation Commission (CTC) Meeting Schedule</th>
<th>Local Agency Submits Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts (and CTC Staff for Prop 116 Rail)</th>
<th>District Submits Off System &amp; On System Funds Requests, Program Amendments, and Time Extensions to HQ DMT/ICR/DLA SHOPP and STIP-Programming</th>
<th>HQ DMT/ICR/DLA SHOPP and STIP Submits Final Off System Requests &amp; On System Requests to Budgets</th>
<th>Final Agenda Language Due From HQ Divisions to Office of CTC Liaison</th>
<th>Final Book Items Due from HQ Divisions to Office of CTC Liaison</th>
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</thead>
<tbody>
<tr>
<td>Date/Time: Location:</td>
<td>10:00 AM</td>
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<td>5:00 PM</td>
<td>10:00 AM</td>
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<tr>
<td>Jan 22 - Sacramento Area</td>
<td>Mon, Nov 24, 14</td>
<td>Mon, Dec 1, 14</td>
<td>Mon, Dec 8, ’14</td>
<td>Wed, Dec 17, ’14</td>
<td>Thu, Dec 18, ’14</td>
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<tr>
<td>March 25 - 26 - Orange County</td>
<td>Mon, Jan 26, 15</td>
<td>Mon, Feb 2, 15</td>
<td>Mon, Feb 9, ’15</td>
<td>Wed, Feb 18, ’15</td>
<td>Thu, Feb 19, ’15</td>
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<tr>
<td>May 27 - 28 - Fresno Area</td>
<td>Mon, Mar 30, 15</td>
<td>Mon, Apr 6, 15</td>
<td>Mon, Apr 13, ’15</td>
<td>Wed, Apr 22, ’15</td>
<td>Thu, Apr 30, ’15</td>
</tr>
</tbody>
</table>

*No Scheduled Meeting for: February, April, July, September and November

*Holiday, moved to Friday 9/4*
Attachment C
AGENDA TRANSMITTAL FORM

To: Board of Supervisors
Date: March 5, 2015
From: Aaron Brusatori
(Phone Ext. 248)
Department Head Signature

Agenda Title:
SR88 Corridor Improvement Project - Resolution of Intention and Work Plan Approval

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
1. Staff recommends that the Board approve the attached Resolution of Intention to initiate plans, specifications, and estimates for the SR88 Corridor Improvement Project.
2. Staff recommends that the Board approve the attached work plan to develop a refined phasing and funding strategy for the SR88 Corridor Improvement Project and initiate the Plans, Specifications and Estimates (PS&E) phase of the project.
3. Staff recommends that the Board request the Amador County Transportation Commission to execute a Letter of Agreement transferring funds remaining from the Project Approval / Environmental Document (PA&ED) phase of the project to the Amador County Department of Transportation and Public Works.

Recommendation/Requested Action:
Authorize Chair to Resolution of Intention, and request that ACTC execute a Letter of Agreement transferring funds to Public Works

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?
Yes ☐ No ☒

Committee Review?
N/A ☐

Committee Recommendation:

Request Reviewed by:
Chairman
Auditor
CAO
Counsel
GSA Director
Risk Management

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Public Works

FOR CLERK USE ONLY

Meeting Date 3/10/15
Item # Addenda #1
Board Action: Approved Yes ☐ No ☒ Unanimous Vote: Yes ☒ No ☐
Ayes: 5 ☐ Resolution 15-014 Ordinance Other:
Noes: 0 ☐ Ordinance
Absent: 0 ☐ Comments:

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST:
Clerk or Deputy Board Clerk
BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION OF INTENTION TO INITIATE PLANS SPECIFICATIONS, AND ESTIMATE PHASE FOR THE STATE ROUTE 88 / PINE GROVE CORRIDOR IMPROVEMENT PROJECT UPON COMPLETION OF THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT

RESOLUTION NO. 15-014

WHEREAS, the proposed State Route 88 / Pine Grove Corridor Improvement Project will modify the existing highway and adjacent local roads to improve operations, alleviate congestion, improve transportation facility standards, and enhance safety; and

WHEREAS, pursuant to Streets and Highways Code sections 114 and 130, the County of Amador may enter into a Cooperative Agreement with the State of California for improvements to the State Highway System within the County of Amador's jurisdiction; and

WHEREAS, the proposed State Route 88 / Pine Grove Corridor Improvement Project is within the County of Amador's jurisdiction; and

WHEREAS, in accordance with Senate Bill 45, the Amador County Transportation Commission is responsible for programming projects eligible for Regional Improvement Program funds, pursuant to California Government Code Section 14527, for inclusion in the Regional Transportation Improvement Program, and submission to the California Transportation Commission, for inclusion in the State Transportation Improvement Program; and

WHEREAS, the County of Amador is a member agency of the Amador County Transportation Commission; and

WHEREAS, the Amador County Transportation Commission has $774,000 of Regional Improvement Program funds available to develop a Phasing and Funding strategy for the State Route 88 / Pine Grove Corridor Improvement Project; and

WHEREAS, the Amador County Transportation Commission has programmed $1,610,000 of Regional Improvement Program funds for the purposes of completing Plans, Specifications, and Estimate for the State Route 88 / Pine Grove Corridor Improvement Project; and

WHEREAS, the Amador County Transportation Commission has programmed $3,951,000 of Regional Improvement Program funds for the purposes of completing Right-of-Way Acquisition for the State Route 88 / Pine Grove Corridor Improvement Project; and

WHEREAS, as a member agency of the Amador County Transportation Commission, the County of Amador intends to assume Implementing Agency status for the Plans, Specifications, and Estimate Phase of the State Route 88 / Pine Grove Corridor Improvement Project within the jurisdiction of the County of Amador; and

WHEREAS, the County of Amador intends to enter into a Master Fund Transfer Agreement with the Amador County Transportation Commission to utilize Regional Improvement Program funds to deliver and complete a Phasing and Funding strategy, Plans, Specifications and Estimate, Right of Way Acquisition, and construction of improvements within the State Route 88 Corridor in Pine Grove; and

(RESOLUTION NO. 15-014)
WHEREAS, the County of Amador and the Amador County Transportation Commission are currently and will continue to work cooperatively together towards completion and delivery of the State Route 88 / Pine Grove Corridor Improvement Project; and

WHEREAS, the County of Amador intends to enter into a Cooperative Agreement with the State of California for the design and construction of State Route 88 / Pine Grove Corridor Improvements at a later date.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Amador, State of California, does hereby adopt a Resolution of Intention to initiate Plans, Specifications, and Estimate Phase for the State Route 88 / Pine Grove Corridor Improvement Project upon completion of the Project Approval and Environmental Document.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 10th day of March, 2015, by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano, Richard M. Forster and Lynn A. Morgan

NOES: None

ABSENT: None

[Signature]
Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

[Signature]
Deputy

(RESOLUTION NO. 15-014)
Attachment D

This letter, when countersigned, authorizes work under the Master Agreement between the Amador County Transportation ("ACTC") and the County of Amador ("County") dated March 11, 2015 (hereinafter "Master Agreement"). This Project Letter of Agreement is the project-specific statement of work to be performed by the County, and comprises the contract between ACTC and the County.

1. **Incorporation of Master Agreement:** The Master Agreement is incorporated into this Project Letter of Agreement by reference and made a part hereof as if set forth in full.

2. **Resolution of Allocation (Exhibit A):** ACTC adopted the Resolution of Allocation authorizing the ACTC Executive Director to execute this Project Letter of Agreement, attached as Exhibit A.

3. **Project Scope of Work (Exhibit B):** The County shall perform the work as described in the Project Scope of Work, attached as Exhibit B.

4. **Project Budget (Exhibit C):** For services rendered in FY 14/15 – 15/16, the County shall be reimbursed in a sum not to exceed $775,000 and in accordance with the Project Budget, attached as Exhibit C. The County shall submit invoices to ACTC for work performed on a monthly basis, as set forth in Exhibit C.

5. **Project Schedule (Exhibit D):** The County shall perform the work in accordance the Project Schedule, attached as Exhibit D. The project work shall commence on March 26, 2015 and shall be completed no later than February 1, 2016.

6. **Supplemental Provisions (Exhibit E):** The County shall comply with all federal and state provisions referenced and set forth in Exhibit E.

If this Project Letter of Agreement meets with your approval, please sign and return one copy.

Sincerely,

[Name] Date
Executive Director
Amador County Transportation Commission

Accepted by:

[Name] Date
Community Development Director
County of Amador
EXHIBIT A

BEFORE THE AMADOR COUNTY TRANSPORTATION COMMISSION
COUNTRY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION AUTHORIZING THE ALLOCATION OF ) RESOLUTION NO. 15-
REGIONAL IMPROVEMENT PROGRAM FUNDS TO ) THE COUNTY OF AMADOR FOR WORK RELATED TO )
THE STATE ROUTE 88 PINE GROVE CORRIDOR ) IMPROVEMENT PROJECT IN FISCAL YEAR 2014/15 )
AND FISCAL YEAR 2015/16 )

WHEREAS, the Amador County Transportation Commission (ACTC) was established pursuant to
Government Code Section 29535 in 1972 and was designated as the Regional Transportation Planning
Agency serving the Amador County Region by the Secretary of the California Business,
Transportation, and Housing Agency; and

WHEREAS, Federal and State funds are provided to the ACTC for purposes of regional
transportation planning and regionally significant capital improvement projects; and

WHEREAS, the County of Amador ("County") is a member agency of the Amador County
Transportation Commission; and

WHEREAS, ACTC and the County have entered into a Master Agreement regarding the
allocation and expenditure of said funds for said purposes and the adherence by both parties to all
related State and Federal rules and regulations; and

WHEREAS, ACTC received an allocation of $1,775,000 in Regional Improvement (RIP) funds
from the California Transportation Commission (CTC), as programmed through its 2010 Regional
Transportation Improvement Program (RTIP), for completion of the Project Approval and
Environmental Document (PA&ED) phase of the State Route 88 Pine Grove Corridor Improvement
Project; and

WHEREAS, ACTC has approximately $774,000 in funds remaining from the PA&ED phase that
is available for refinement of the project's preliminary phasing and funding strategy and further design
of priority components within the corridor; and

WHEREAS, ACTC has programmed $1,610,000 in RIP funds through its 2014 RTIP, for
completion of the Plans, Specifications, and Estimates (PS&E) phase of the project, beginning in
Fiscal Year 2015/16; and

WHEREAS, at its meeting on March 5, 2015, the County Board of Supervisors passed Resolution
#15-014, stated its intention to refine the project's phasing and funding strategy and implement its
PS&E phase; and

WHEREAS, the ACTC intends to allocate said funds to the County for completion of said work,

WHEREAS, the ACTC and the County are currently and will continue to work cooperatively
towards completion and delivery of the project,
NOW, THEREFORE BE IT RESOLVED that the Master Agreement entered into by ACTC and the County is hereby amended through this Resolution of Allocation ("Exhibit A") to include the scope, cost, schedule, and supplemental provisions identified in Exhibits "B", "C", "D", and "E" attached hitherto and incorporated herein.

The foregoing resolution was duly passed and adopted by the Amador County Transportation Commission at a regular meeting thereof, held on the 25th day of March 2015, by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

______________________________
John Plasse, Chairman

Recording Secretary
EXHIBIT B

SCOPE OF WORK

INTRODUCTION
Building upon Project Approval & Environmental Document (PA&ED) phase work done by the Amador County Transportation Commission (ACTC) and its' consultant team, the Amador County Department of Transportation and Public Works (County) recommends that the County develop a refined phasing and funding strategy for the project and prepare to implement its design phase – Plans, Specifications, and Estimates (PS&E).

The goal of this work is to identify and advance the designs for approximately $12 million of priority components within the overall project that will serve as “phase I” of the project’s construction, as well as to determine when and how the remainder of the project would be constructed over time. The County would develop a refined phasing and funding strategy to analyze, evaluate, and select an appropriate phase of the project that could be constructed within the region’s constrained funding levels and provide for an acceptable operating segment with logical termini and independent utility. Once the phasing and funding strategy is presented and approved by the Board of Supervisors and ACTC, the County would move forward to preparation of PS&E of the priority components identified therein.

The project is currently in the final stages of PA&ED with approval expected late Fall of 2015. To date, approximately $2.3 million has been programmed towards completion of PA&ED, with $400 thousand awarded from High Priority Project / Demonstration Projects (HPP) funds, $100 thousand allocated from Regional Surface Transportation Program (RSTP) funds, and $1.8 million allocated from Regional Improvement Program (RIP) funds. It is estimated that $774 thousand of RIP funds designated for PA&ED remain available and could be transferred to the County to support the activities contained in this proposed Work Plan.

As outlined in the proposed Work Plan below, County staff would comprehensively review all project material and select specialized consultants to accelerate staff review and perform analysis of specific project components. The goal of the review and analysis period is to rapidly acquire the insight required to develop a recommended phasing and funding strategy and identify priority components that meet the purpose and need of the project, satisfy local and state priorities, and are constructible considering the funding constraints and programming capacity identified in the Regional Transportation Plan. In order to meet timelines requirements related to the programming of State Transportation Improvement (STIP) funds, the County must present the results of this work by September 2015. The County would then advance design of the priority components identified through the refined phasing and funding strategy. In an effort to minimize the possibility of losing funding, the County consultant will accelerate delivery this design work between September 2015 and February 2016.

Through a funding agreement with ACTC, the remaining ($774K) PA&ED funding would be made available to Amador County staff to hire consultants and advance the project according to the proposed work plan outlined below. Additional STIP funds programmed in Fiscal Year 2015/16 would also be made available for allocation in order for the County to implement the PS&E phase based on the approved phasing and funding strategy.

STIP RECOMMENDATION
Amador County does not recommend any changes to the currently programmed STIP funding at this time for the PS&E or Right of Way (ROW) phases until the refined phasing and funding strategy is presented for action. As shown in the attached schedule, recommendations for any changes in STIP programming or allocation requests will be presented by County staff by September of 2015. This is needed in order to allow
time for the ACTC to develop and adopt its Regional Transportation Improvement Program (RTIP) before the California Transportation Commission’s deadline on December 15th.

**SCOPE OF WORK**

Amador County proposes the general Scope of Work shown below. Pending direction from the Board and concurrence by the ACTC, more definitive scopes will be provided by the selected consultants discussed below.

**Item 1. Inter-Agency Coordination – March 2015 through February 2016**

Amador County staff would work with the agencies to plan and execute a phasing and funding strategy to design and construct Phase I of the SR 88 / Pine Grove Corridor Improvement Project. The Inter-Agency coordination is expected to be rigorous and steady over the course of this year and will cover any issues needed to ensure success.

**Item 2. Consultant Coordination – March 2015 through February 2016**

The County staff would coordinate with ACTC to identify any needs it has for coordination with Dokken Engineering. The ACTC will ensure that Dokken Engineering transfers all required project files to the County, that Dokken Engineering assists with kick-off and follow-up meetings, as needed, and provides any available information that is needed to advance the project. The ACTC would ensure that Dokken Engineering provides timely and responsive assistance, within its scope of work for PA&ED, as requested by the County. In the event that any additional items may need to be added to Dokken Engineering’s scope of work in order to support the County effort described herein, they would be presented to the ACTC for action. Similarly, ACTC staff would identify any needs it has for coordination with the County’s consultant and County staff will ensure that its consultant provides timely and responsive assistance when requested.

**Item 3. Right of Way Program Management – May 2015 through February 2016**

Because of the number of impacted parcels and the time necessary to complete Right of Way acquisitions, Right of Way is identified as one of the risk items of the SR88 / Pine Grove Corridor Improvement Project. Currently there are 97 parcels identified which may be impacted to varying degrees by the overall project. Therefore, Amador County would solicit qualifications or proposals from Right of Way Services / Engineering firms immediately. A definitive scope and cost proposal will be provided by the firm selected to perform the work summarized below.

- Parcel risk analysis (Delivery July 2015)
- Parcel reports (Delivery July 2015)
- Right-of-Way strategy for acquisition, preservation, & temporary construction easements needed for construction of the project based on the refined phasing and funding strategy. (August 2015)
- Caltrans Cooperative Agreement ROW scope assistance (As Needed)

**Item 4. Refinement of Phasing and Funding Strategy – May 2015 through September 2015**

The County would immediately advertise for the design and project delivery professional services outlined below as early as April 2015. The County is interested in interviewing prospective consultants with the following experience:

- Managing comparable state highway projects in California that are complex and highly constrained.
• Strong technical experience, specifically in the design, delivery, and funding of medium-large highway and arterial reconstruction projects ($10 million to $50 million construction value).
• Phasing and funding of highway and roadway improvements.
• Strong knowledge and resume working on "local agency" implemented or sponsored projects.
• Ability to work well and collaboratively with other team members.

The SR88 / Pine Grove Corridor Improvement Project has many challenges. It is anticipated that the County will receive interest from Consultants who can meet the above criteria and much more. The County and its consultant would perform a full review of the proposed project gaining an understanding, from engineering, traffic, safety, and funding perspectives, of how potential phasing or segmenting of the project may impact delivery of any future phase. The County will utilize this review to develop a recommended approach to phase PS&E, ROW, and construction of the project. This recommended phasing and funding strategy will be presented to leadership and decision makers by September, 2015.

A definitive scope, cost, and schedule would be provided by the firm selected to perform the work summarized below.

• Perform "Value Engineering" and evaluation of "Cost Savings" design concepts (Delivery July 2015)
• Perform traffic operational analysis (Delivery July 2015)
• Development of cost estimates for each segment/component/phase of the project (Delivery August 2015)
• Present the refined phasing and funding strategy (Delivery September 2015)

Item 5. 35% Design – Segment A; Climax Road Realignment – August 2015 through February 2016
Realignment of Climax Road is a project listed in the County’s Capital Improvement Program and County staff would like to perform design work on this segment in-house. Therefore, County staff would define the limits of and advance the design for Segment A, the Climax Road Realignment. It is anticipated that construction of the Climax Road segment will occur in a future phase of the overall project, to be determine based on the refined phasing and funding strategy.

The County’s consultant would advance design of the priority components the identified through the refined phasing and funding strategy for the project. It is anticipated that these components will represent “Phase I” of the project’s construction. The County consultant would utilize work done by Dokken Engineering and the results of the phasing and funding strategy discussed above to complete as much design work as time and funds allow. It is important to note that the available funds will expire by February, 2016 or upon completion of the PA&ED phase (i.e. certification of the environmental document and adoption of the project report). Therefore, close coordination regarding all project activities would be required between County, ACTC, and Caltrans staff during this period.

Item 7. Initiate the PS&E Phase
Upon completion of the PA&ED phase, County will be the implementing agency for the PS&E phase and the County would negotiate a Cooperative Agreement with Caltrans to formally begin final design of the priority components identified through the refined phasing and funding strategy for the project.
EXHIBIT C

PROJECT BUDGET

To accomplish the Tasks included in the Scope of Work shown in Exhibit B, the County has estimated the expenditures shown below and as outlined on the following page. Pending direction from the Board and concurrence by the ACTC, more definitive Cost Proposals will be provided by the selected consultants discussed in the Scope of Work shown in Exhibit B.

Summary - March 2015 to February 2016

<table>
<thead>
<tr>
<th>Proposed Work Description</th>
<th>Budget</th>
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<tbody>
<tr>
<td><strong>Amador County</strong></td>
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<tr>
<td>Project Development and Coordination</td>
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<td>35% Design - Climax Road Realignment</td>
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<td><strong>County Prime Consultant</strong></td>
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<td>Develop Informal &quot;Value Engineering&quot; or &quot;Cost Saving&quot; Concepts</td>
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<td>Develop Phasing and Funding Strategy</td>
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<td><strong>County Right of Way Consultant</strong></td>
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<td><strong>Contingency</strong></td>
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<td>$774,000</td>
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### Exhibit C - Sub-recipient Budget

State Route 88 / Pine Grove Corridor Improvement Project - March 2015 to February 2016

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Amador County Staff Time</th>
<th>Consultant Staff Time</th>
<th>Total Budget</th>
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<tr>
<td></td>
<td>Director ($116.37/hr) Sr. Civil Engineer ($79.82/hr) Project Engineer ($64.56/hr) Sr. Engr Tech ($51.56/hr)</td>
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<td>Item 2. Consultant Coordination</td>
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**Optional Tasks**

- [ ] $ -
- [ ] $ -
- [ ] $ -

**Totals (Optional Tasks)**

| $ 199,828.08 |
| $ - $ - $ 199,828.08 |

**PD - Project Development**

**Note:** Consultant Staff Time to be added at a later date
EXHIBIT D

SCHEDULE

Amador County proposes the general schedule shown below, depicting the critical path activity timeline. Pending direction from the Board and concurrence by the ACTC, a more definitive milestone schedules will be provided by the selected consultants discussed in the Scope of Work shown in Exhibit B.

<table>
<thead>
<tr>
<th>Activity</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Feb</td>
<td>Mar</td>
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<tr>
<td>PA&amp;ED Development</td>
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<td>35% Design – Climax Rd</td>
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<td>Advance Design - Phase I</td>
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<tr>
<td>Leadership Decisions</td>
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</tbody>
</table>

County and ACTC staff have worked together to develop the following timeline for the next year based on the general approach outlined above. This schedule identifies major milestones and key decision points requiring close coordination between various agencies and consultants.

March 2015
- ACTC transfers project archive to County to facilitate transition and scope development. See Scope of Work - Item 2.
- County, ACTC, and Caltrans reach staff agreement on recommended approach to refining the project’s phasing & funding strategy
- County and ACTC staff to finish scope, cost, and schedule for recommended approach
- Get BOS direction on recommended approach & implementing PS&E
- Get ACTC direction on recommended approach & implementing PS&E
- ACTC and County execute fund transfer agreement

April 2015
- County advertises Request for Proposal / Qualifications for Right of Way Program Management and to accomplish refinement of a phasing and funding strategy and advance the project’s design. The advertisement and selection process is expected to take approximately 8 weeks. See Scope of Work - Items 3 & 4.
- ACTC submits a preliminary phasing & funding strategy for Draft Project Report & Draft Environmental Document based on the “best information currently available in order to meet CEQA / NEPA approval requirements and keep PA&ED on schedule.

May 2015
- County selects Consultant to provide Professional Services to accomplish refinement of a phasing and funding strategy and final design services.
- County selects Consultant to provide Professional Right of Way Program Management, Appraisals & Acquisitions Services.
- County holds kick-off meeting with Consultants and ACTC staff.

**June 2015**
- County Consultant internal peer review. Performs informal “value engineering” & analysis of “cost saving concepts”.
- County consultant performs traffic operation & warrants analysis.

**July 2015**
- County and ACTC staff share results of Consultant internal peer review. County presents informal “value engineering” & analysis of “cost saving concepts” to County Public Works Committee.
- County identifies specific design components & segments w/ logical termini & independent utility (i.e. “constructability”)

**August 2015**
- County and ACTC staff provide recommendation for Right-of-Way strategy for acquisition, preservation, & temporary construction easements to County Public Works Committee.
- Develop Funding strategy reflecting the following:
  - Cost estimates for each design component / segment
  - Programming capacity from STIP
  - Other anticipated / potential sources
  - Funding source / mix of sources for each design components / segment
  - Escalation to proposed fiscal years of construction for each design components / segment
- County develops cost estimates & recommendations for:
  A) FY 15/16 Plans, Specifications and Estimates (PS&E) allocation request
  B) FY 17/18 Right of Way programming change (if any)
  C) FY 19/20 Construction programming

**September 2015**
- County presents refined phasing & funding plan to BOS / ACTC for direction.
- County begins negotiation of Cooperative Agreement with Caltrans to formally begin PS&E as soon as Environmental Document is certified & Project Report is signed.

**October 2015 - January 2016**
- ACTC gets PA&ED ready for wrap up and submits STIP allocation & programming as directed
- County Consultant advances design on Phase I.
- County and ACTC staff coordinate together on date of final submittal of Project Report and Environmental Document & “cutoff” date for work funded by $774k remaining available (before February 2016)

**November 2015**
- ACTC develops and presents its RTIP reflecting the results of the refined phasing and funding strategy for adoption and submission to the CTC
EXHIBIT E

Supplemental Provisions

The recipient and any sub-recipients of funds pursuant to this Agreement shall adhere to and perform in accordance with the most current provisions contained within Caltrans’ Local Assistance Procedures Manual (LAPM) and Project Development Procedures Manual (PDPM), and the California Transportation Commission’s (CTC) State Transportation Improvement Program (STIP) Guidelines, as well as those specifically listed below. As provisions contained in the LAPM, PDPM, and STIP Guidelines may change from time to time, the recipient and any sub-recipients are responsible for incorporating and conforming to changes as they occur.

1. Discrimination

It is the ACTC’s policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The ACTC does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. The ACTC prohibits discrimination by its employees, subrecipients, contractors and consultants.

County assures the ACTC that it complies with, and that County will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by County to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the ACTC may deem appropriate.

a. County and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.

b. County and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. County and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. County and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. County and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. County and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing ACTC implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. County and its subcontractors will give written notice of their obligations
under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. County will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts or subgrants to perform work funded under this Agreement.

2. Prompt Payment

County agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the ACTC. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the ACTC. This clause applies to both DBE and non-DBE subcontractors.

3. Release of Retainage

The County agrees further to release retainage payments, if any, to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ACTC. This clause applies to both DBE and non-DBE subcontractors.

4. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

The County shall include a provision to this effect in each of its agreements with its subcontractors.

5. Administrative Remedies.

County's failure to make good faith efforts to comply with the ACTC's DBE program shall be considered a material breach of this Agreement and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.


This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The regulations in their entirety are incorporated herein by this reference. DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, County shall complete a DBE Information Form attached as Exhibit "F-1" so that ACTC may compile statistics for federal reporting purposes.

a. Non-Discrimination: County shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. County or subcontractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by County or subcontractor 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 ACTC may deem appropriate. Each subcontract signed by County in the performance of this Agreement must include this nondiscrimination clause.

b. **Goals [if required]:** The DBE participation goal for this Agreement is _____ percent. Participation by DBE Prime and Sub-consultants shall be in accordance with the information contained in the Bidder/Proposer DBE Information Form ADM 0227F, attached hereto and incorporated by reference into this Agreement.

c. **Prompt Payments of Withheld Funds to DBE and Non-DBE Subcontractors:**

1. County agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment County receives from ACTC. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of ACTC. This clause applies to both DBE and non-DBE subcontracts.

2. County agrees to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of ACTC. Pursuant to 49 CFR Section 26.29, a subcontractor’s work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by ACTC. If ACTC makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

3. The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or subcontractor in the event of a dispute involving late payment or non-payment to the County or deficient subcontract performance or noncompliance by a subcontractor.

d. **Records:** County shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to ACTC.

e. **Termination of a DBE:** In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR:

1. County shall not terminate a listed DBE subcontractor unless County has received prior written authorization from ACTC’s Project Manager. ACTC’s Project Manager will authorize termination only if the Project Manager determines that County has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

2. Prior to requesting ACTC’s authorization to terminate and/or substitute a DBE subcontractor, County shall give notice in writing to the DBE subcontractor, with a copy to ACTC, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the County’s notice.
and state the reasons, if any, why it objects to the proposed termination of its subcontract and why ACTC should not approve the County’s action. ACTC may, in instances of public necessity, approve a response period shorter than five days.

(3) If a DBE subcontractor is terminated or fails to complete its work for any reason, County shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

f. **DBE Certification and Decertification:** If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify County in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify County in writing with the date of certification. County shall then provide to the Project Manager of ACTC written documentation indicating the DBE’s existing certification status.

g. **Noncompliance by County.** County’s failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ACTC may deem appropriate.

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

7. **National Labor Relations Board Certification.**

County, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against County within the immediately preceding two-year period because of County’s failure to comply with an order of a federal court which orders County to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

8. **Americans with Disabilities Act (ADA) of 1990.**

By signing this Agreement, County assures the ACTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

9. **Drug-Free Certification.**

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      (1) The dangers of drug abuse in the workplace;

      (2) The person’s or the organization’s policy of maintaining a drug-free workplace;

      (3) Any available counseling, rehabilitation, and employee assistance programs; and
(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of County who works under this Agreement shall:

(1) Receive a copy of County's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of County's Statement as a condition of employment on this Agreement.

10. Union Organizing.

By signing this Agreement, County hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. County will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. County will not meet with employees or supervisors on the ACTC or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

11. Debarment, Suspension, and Other Responsibilities.

County warrants that neither it, nor any of its employees or officials:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have, within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property.

c. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph “b” above.

d. Have, within the three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12. Prohibition of Expending State or Federal Funds for Lobbying.

a. County certifies, to the best of its knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any
State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the County shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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


a. Should County award any construction contracts utilizing Federal funds under this Agreement, County agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, et seq.) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).

b. Should County award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, County agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.

c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.
14. **Cost Principles.**

   a. The County agrees to be bound by and shall require its consultants and/or contractors to comply with the following:
      i. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments, which shall be used to determine the allowability of individual project cost items; and
      ii. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", including the Federal administrative procedures contained therein.

   b. Any costs for which the County receives payment or credit that are determined by a subsequent audit or other review by ACTC, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by the County within thirty (30) days of the County receiving notice of final audit or other findings.

15. **Conflict of Interest.**

   The County, its officers, employees, agents, and contractors that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies.

16. **Certifications and Assurances.**

   a. The County shall adhere to the requirements contained in ACTC's annual Certification and Assurances (FHWA "State Transportation Planning Process Certification") submitted as part of ACTC's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in ACTC's OWP. Such requirements shall apply to the County to the same extent as ACTC and may include, but are not limited to:
      i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
      ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

   b. The County shall additionally comply with the requirements contained in the annual "Certifications and Assurances for Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in ACTC's OWP. Such assurances shall apply to the County to the same extent as ACTC, and include but are not limited to the following areas:
      i. Authority of Applicant and its Representatives
      ii. Standard Assurances
      iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
iv. Drug Free Work Place Agreement
v. Intergovernmental Review Assurance
vi. Nondiscrimination Assurance
vii. Disadvantaged Business Enterprise (DBE) Assurance
viii. Nondiscrimination on the Basis of Disability
ix. Procurement Compliance Certification
x. Certification and Assurance Required by the U.S. Office of Management and Budget.

c. The County shall further require its contractors to comply with all Certifications in this Section. Upon request, the County agrees to furnish documentation to ACTC to support this requirement that all of its agreements with contractors contain provisions requiring adherence to this Section in its entirety.

d. The authorized signatory of the County shall sign an annual certifications and assurances form entitled "Affirmation of Sub-recipient," which shall be provided to ACTC separately at the time of execution of this Agreement and at the time any amendments to the Agreement are executed.