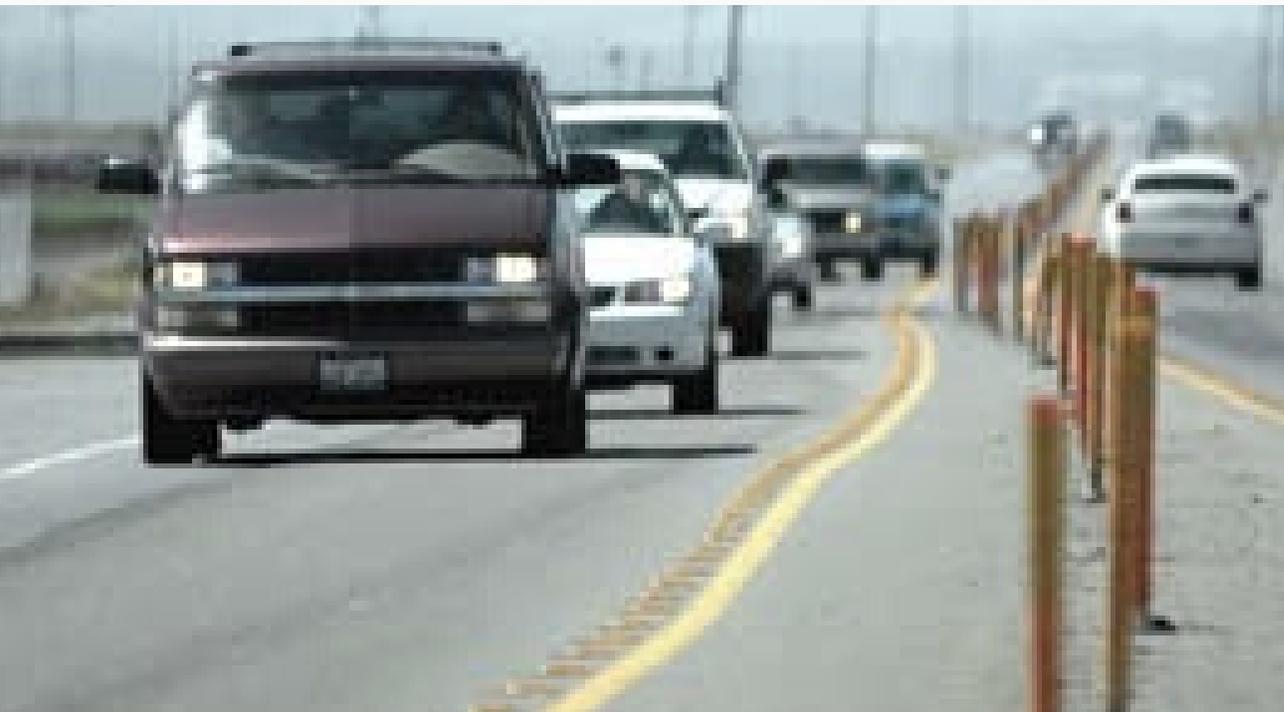




SR 25 Expressway Conversion Project

Request for Proposals (RFP)



Important Dates:

Issue Date: June 16, 2022

Proposals Due: July 26, 2022,
4:00 PM

Prepared By:

Council of San Benito County Governments (COG)
330 Tres Pinos Road, Suite C7
Hollister, California 95023
(831) 637-7665
veronica@sanbenitocog.org

Council of San Benito County Governments (COG)
SR 25 Expressway Conversion Project
Request for Proposals COG #2022-01

Table of Contents

SECTION 1: REQUEST 3

SECTION 2: BACKGROUND 6

SECTION 3: INSTRUCTIONS TO RESPONDENTS..... 9

SECTION 4 SCOPE OF WORK.....17

SECTION 5 OFFICIAL PROPOSAL FORM.....22

SECTION 6 EXHIBITS.....23

Exhibit A—Respondent Fact Sheet..... 23

Exhibit B—Acknowledgment Of Addenda Form..... 24

Exhibit C—Customer References25

Exhibit D—Designation Of Subconsultants26

Exhibit E—Non-Collusion Declaration27

Exhibit F—Fee Schedule28

Exhibit G—Standard Contract29

EXHIBIT H - CALTRANS COOPERATIVE AGREEMENT WITH THE COUNCIL OF GOVERNMENTS40

EXHIBIT I - SR 25 Expressway Conversion Project Map41

SECTION 1. REQUEST

The Council of San Benito County Governments herein referred to as “COG,” is soliciting proposals from qualified firms to provide project management and transportation engineering services for the SR 25 Expressway Conversion Project proposed in San Benito County, California.

This Request for Proposals (RFP) defines the scope of services and outlines the requirements that must be met by the Consultant interested in providing such services. The successful Consultant will provide project management and transportation engineering review of all Caltrans prepared documents, including, but not limited, to the following:

- Review of and comment on Project documents (i.e., Project Initiation Document (PID), Project Study Report (PSR), Permit Engineering Evaluation Report (PEER), or Project Report (PR)).
- Review of and comment on environmental documents prepared as part of the Project Approval and Environmental Document (PA&ED).
- Review of and comment on Plans, Specifications and Estimates (PS&E) documents.

The selected Consultant will work closely with San Benito COG, Caltrans, City of Hollister, City of San Juan Bautista, County of San Benito, the Santa Clara County Valley Transportation Authority (Mobility Partnership), CHP, and others as defined by the COG.

On May 12, 2021, the Council of San Benito County Governments (COG) and the California Department of Transportation (Caltrans) entered into a Cooperative Agreement (Exhibit H to this RFP) for the SR 25 Expressway Conversion Project. COG is the sponsor for the SR 25 Expressway Conversion Project and is responsible for establishing the scope of the project and securing the financial resources to fund the work/project. Caltrans is the implementing agency for the SR 25 Expressway Conversion Project and is responsible for managing the scope, cost, schedule, and quality of the work activities and products of the project. Specifically, Caltrans is the implementing agency for the Project Approval and Environmental Document (PA&ED) phase as outlined in the approved Cooperative Agreement. The PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection). The Cooperative Agreement with Caltrans does not currently include the PS&E phase.

The SR 25 Expressway Conversion Project will be phased into two-segments beginning with the south segment. The south segment of SR 25 is proposed between San Felipe Road in the City of Hollister to Hudner Lane in San Benito County, with an interchange at SR 25 and SR 156. The north segment of SR 25 is proposed between Hudner Lane and the Santa Clara/San Benito County line (depicted in Exhibit I to this RFP). The approved Cooperative Agreement covers the south segment. Interested Consultants should also make recommendations to improve local access to SR 25, improve safety, and regional mobility on SR-25 during peak hour conditions. The Consultant will represent the interests of the COG at various in-person and virtual meetings, including Project

Development Team (PDT) and any other meetings deemed necessary by COG. See scope of work for detailed number of meetings.

The desired consultant team must understand the Climate Action Plan for Transportation Infrastructure (CAPTI) goals of sustainable infrastructure projects that align with the State of California's climate, health, and social equity goals, which include the following ten (10) guiding principles:

- 1) Building toward an integrated, statewide rail and transit network
- 2) Investing in networks of safe and accessible bicycle and pedestrian infrastructure
- 3) Advancing investments in light-, medium- and heavy-duty zero-emission vehicle infrastructure
- 4) Strengthening the commitment to social and racial equity by reducing public health and economic harms and maximizing community benefits
- 5) Making safety improvements to reduce fatalities and severe injuries of all users toward zero
- 6) Assessing physical climate risk for transportation infrastructure projects
- 7) Promoting projects that do not substantially increase passenger vehicle travel
- 8) Promoting compact infill development while protecting residents and businesses from displacement
- 9) Developing a zero-emission freight transportation system
- 10) Protecting natural and working lands.

The preferred Consultant will provide engineering recommendations for the SR 25 Expressway Conversion Project that builds towards an integrated project that provides seamless, affordable multimodal travel options, such as supporting bicycle, pedestrian, and micro-mobility options in the more urbanized areas of the project (i.e., within the City of Hollister near San Felipe Road). These innovative sustainable transportation solutions should focus on reducing vehicle miles traveled (VMT), support mode shift, and could include investments in transit, rail, and highway solutions that improve transit travel times and reliability. Consultants should expand clean transportation options, such as zero-emission vehicles and infrastructure as part of the projects. Consultants should recommend project enhancements that bolster the outcomes of the project being funded under state and federal programs.

This RFP describes the required scope of services, proposal submittal schedule, consultant selection process, and the minimum information that must be included in the proposal submitted to COG by firms interested in being the consultant for the SR 25 Expressway Conversion Project. The ideal consultant retained in response to this RFP will have experience working with Caltrans on complex highway projects, be familiar with the complexities of the SR 25 project, and be able to offer thoughtful and innovative engineering suggestions to control costs and expedite project delivery.

Proposals shall include five examples of past highway projects that involve features of work that are similar in size, scope, and technical complexity as the SR 25 Expressway Conversion Project. For each example, Consultants shall provide the following:

- Project Name
- Client Name
- Project Location
- Completed project scope of work
- Budget
- Project outcome

The proposed Consultant Project Manager shall have direct proven experience managing highway projects of similar complexity as the SR 25 Expressway Conversion Project. The Project Manager shall not be changed without prior written approval and vetting by COG. If a Project Manager replacement is needed due to unforeseen circumstances, the replacement shall be of similar or higher experience level as the original Project Manager. The Consultant firm will be required to provide all labor and tools necessary to perform project management and transportation engineering services required for the completion of the PA&ED and PS&E phases.

~ END SECTION 1 ~

SECTION 2. BACKGROUND

State Route 25 traverses the entire length of San Benito County from the south at the junction of SR 198 in Monterey County, north through Paicines, Tres Pinos, and Hollister to the northern county boundary near Gilroy, where it connects to U.S. 101.



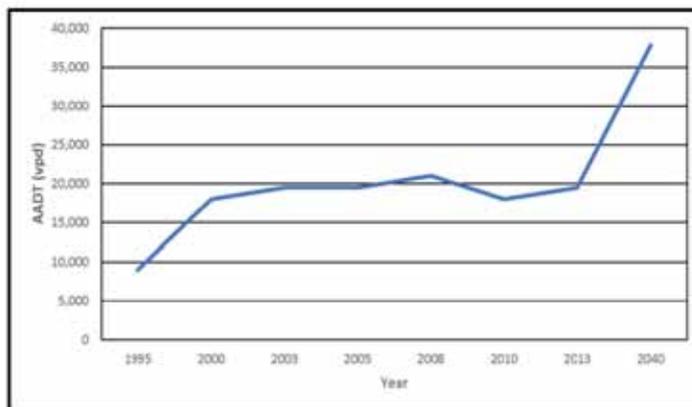
The SR 25 Expressway Conversion Project will explore the best options for improving safety, mobility, and commuter connectivity within the transportation corridor from San Felipe Road in the City of Hollister to the Santa Clara/San Benito County line in unincorporated San Benito County. The total length of the project is approximately 11 miles. The project team will explore a full range of options that include widening options.

This primarily rural route functions as a two-lane conventional highway, with the exception of a short section in Hollister where there are three miles consisting of four and six lanes with access control. There are two creek crossings, two railroad crossings, and numerous local road and private driveway intersections.

Highway 25 is the primary commuter route between Hollister to Santa Clara County and points north. Between 1998 and 2003, SR 25 experienced a high number of traffic accidents and fatalities along the corridor. Average daily traffic at the San Benito/Santa Clara County line has more than doubled since the mid-1990's and is expected to double again by the year 2040, see figure. Peak-period traffic volumes on Highway 25 impact parallel County roads as commuters seek alternative routes to get to Hollister. County roads are not equipped or designed to carry the traffic from SR 25.

Historical trends in daily two-way traffic volumes on SR 25 at the San Benito/Santa Clara County line:

Daily traffic volumes at this location have increased from 9,000 vehicles per day (vpd) in the mid-1990's to 19,500 vpd in 2013. By 2040, the volumes are forecast to increase to 37,800 vpd.¹



Note: AADT – Annual Average Daily Traffic; vpd – vehicles per day
Source: Caltrans Traffic Data (<http://trafficcounts.dot.ca.gov/>); and Draft SR 25 Transportation Concept Report, dated 2016

Historical Daily 2-Way Traffic Volumes on SR 25 at County Line

When traffic volumes exceed the capacity of a two-lane roadway, 100 percent of time is spent following other vehicles and average travel speeds of less than 30 mph.² Commercial trucks and

¹ Highway 25 Widening Design Alternatives Analysis Study, 2016

² Highway 25 Widening Design Alternatives Analysis Study, 2016

public transit vehicles travel through the area and are also subject to delays due to the congestion. Agricultural trucks also use the facility to access adjacent fields located along SR 25.

According to the latest Caltrans traffic data from 2014, truck traffic makes up about 6.5 percent of the total traffic on SR 25 near the US 101 junction. Traffic is often delayed by vehicles turning into and/or out of the numerous driveways and local roads, affecting the flow of the faster-moving vehicles. Conflicts between faster-moving vehicles and slower moving agricultural traffic occur during off-peak traffic hours. This segment of Highway 25 is a conventional highway, so access to driveways is not limited. Between San Felipe Road and US 101 there are approximately 48 private driveways and 11 local road intersections along the SR 25 corridor. Several intersections do not currently have left-turn channelization lanes.

In October of 2016, Caltrans submitted documentation to the California Transportation Commission for the preferred Highway 25 route adoption alignment, which was subsequently approved. A route adoption allows San Benito and Santa Clara counties to adopt a specific corridor for a future expressway into their General Plans. The route adoption study extends from San Felipe Road within the City of Hollister (post mile 51.5) to the San Benito/Santa Clara County line (post mile 60.1) and on to the end of State Route 25 at U.S. 101, south of the City of Gilroy (post miles 0.0 to 2.6 in Santa Clara County). The Route Adoption baseline concept proposed an alignment that was located west of the existing alignment from San Felipe Road to 0.6 mile north of the proposed Grant Line Road at-grade intersection. The Route Adoption concept is estimated far in excess of the voter approved Measure G funding for the project (available over 30 years). The project therefore needed to determine value alternatives that deliver as much benefit to the community and the end users of the facility as possible – and do so within the current funding and schedule constraints.

The SR 25 Expressway Conversion Project is the highest priority regional project in the Measure G Expenditure Plan.³ The Expenditure Plan commitment is to construct a four-lane expressway from San Felipe Road to the San Benito/Santa Clara County line, with an interchange at SR 25 and SR 156. Measure G was approved by 69.77% of San Benito County voters on November 2018. The measure raised the sales tax in San Benito County by one percent for a total of 30 years to convert SR 25 into a 4-lane expressway and improve safety and reduce congestion. COG is responsible for the implementation of Measure G. COG is also the state designated Regional Transportation Planning Agency (RTPA) for San Benito County. Formed as a Joint Powers Authority, COG's three member agencies include the County of San Benito County and the Cities of Hollister, and San Juan Bautista.

In 2020, Caltrans completed the *Value Analysis* for the SR 25 Project. The *Value Analysis*⁴ study was tasked with considering the Route Adoption baseline concept and exploring potential options to deliver that concept or a similar concept in fundable and logically constructible phases which

³ <http://sanbenitocog.org/wp-content/uploads/2019/07/Final-TSIP-June-7-2018.pdf>

⁴ <http://sanbenitocog.org/wp-content/uploads/2020/08/VA-Report.pdf>

would still address the underlying purpose and need of the project. The *Value Analysis* team included representatives from COG, Caltrans, CHP, VTA, County of San Benito, and City of Hollister. The *Value Analysis* process analyzed the potential project alignment alternatives that optimize the project scope to meet the need and purpose of the project, while addressing constraints and challenges. The alternatives developed by the team included a preferred alignment, which was subsequently approved by the COG Board, which would construct the south segment of SR 25, and is proposed between San Felipe Road in the City of Hollister to Hudner Lane in San Benito County, with an interchange at SR 25 and SR 156. The north segment of SR 25 is proposed between Hudner Lane and the Santa Clara/San Benito County line (see Exhibit I to this RFP).

END SECTION 2 ~

SECTION 3. INSTRUCTIONS TO RESPONDENTS

3.1 Responding to RFP

Respondents shall submit a completed Proposal with appropriate attachments or explanatory materials in response to COG RFP #2022-01. All attachments shall be identified with the Respondent’s name, the RFP number and page number and delivered during regular business hours (M-F 8 AM to 5 PM). No oral, telegraph, telephone, facsimile, electronic responses, or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

3.2 RFP Documents

The following exhibits, in addition to this RFP and the Official Proposal Form set forth in Section 5 of this RFP, are included as a part of this RFP:

- Exhibit A – Respondent Fact Sheet
- Exhibit B – Acknowledgment of Addenda Form
- Exhibit C – Customer References
- Exhibit D – Designation of Subconsultants
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Fee Schedule
- Exhibit G – Standard Contract
- Exhibit H – Caltrans Cooperative Agreement with the Council of Governments: SR 25 Expressway Conversion Project
- Exhibit I – SR 25 Expressway Conversion Map

3.3 RFP Process Schedule

The following is an anticipated RFP schedule. The COG may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date 2022
Release RFP online at: www.sanbenitocog.org	June 16
Deadline for Written Questions	July 8
COG Deadline to Post Addendum	July 13
Deadline for Proposals	July 26
Approximate Award Date	August 18
Begin Work	August 18
Project Complete Date	August 2026 (estimate)

3.4 Submission of Proposals

Respondent shall submit the Proposal on the form(s) provided by and made available at the COG Office, at the address set forth below. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. Respondent shall submit two (2) sets of hard copies and an electronic copy on removable disk of the completed Proposal, an original and two

(2) copies, including all applicable supporting documentation, including but not limited to the Exhibits set forth in Section 6 of this RFP, addressed and delivered to the office and individual named below:

Veronica Lezama, Transportation Planning Manager
Council of San Benito County Governments (COG)
330 Tres Pinos Road, Suite C7
Hollister, California 95023

All Proposals must be received by no later than **4:00 PM, Pacific Time, on July 26, 2022**. Proposals received after the above date and time will be rejected and will be returned unopened. Facsimile transmission of Proposals will not be accepted. Proposals must be signed by the Respondent or by a duly authorized officer of the Respondent, delivered along with all required documents, sealed, and plainly addressed to the agency representative specified in this RFP.

All costs of the preparation of a Proposal shall be the sole responsibility of the Respondent. All materials submitted in response to the Request for Proposal become the property of COG and shall not be returned.

All Proposals shall remain firm for at least ninety (90) calendar days after the Proposal Due Date or unless otherwise specified. Within ninety (90) calendar days after the Proposal Due Date, a contract may be awarded by the COG to the highest ranked Respondent, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the COG, if required to evaluate Proposals or for such other purposes as the COG may determine, unless the Respondent objects to such extension in writing, submitted with the Proposal.

A responsive Proposal shall be limited in length to **no more than 10 double-sided pages**, and 12-point size font. Page limit is not inclusive of cover, cover letter, table of contents, tabs, cost Proposal, the completed Proposal Form and completed Exhibits A-F, certification forms, or résumés. Submissions beyond the page limit will not be considered.

A responsive Proposal shall include, at a minimum, the following items:

- The fully completed and executed Official Proposal Form set forth in Section 5 of this RFP.
- Fully completed and executed Exhibits A through F of this RFP.
- Evidence of Respondent's possession of civil engineer's license(s), business license(s) and/or any other licenses and/or permits required to do business in the City of Hollister, County of San Benito, and State of California.
- A cover letter.
- A brief description of the Respondent's experience, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the Respondent's qualifications for performing the subject services, demonstrating Respondent has at least two (2) years' of experience providing the services described in Section 4, Scope of Work.

- An organizational chart depicting the individual or team proposed by the Respondent and a brief summary of the qualifications and experience of each member proposed as the project team, demonstrating each has at least two (2) years' of experience providing the services described in Section 4, Scope of Work.
- A concise, but detailed description on the Respondent's approach to meet the requirements set forth in Section 4, Scope of Work.
- A schedule for each task identified in Section 4, Scope of Work.
- The relevant qualifications and experience of any Subconsultant to be used, as well as customer references for each Subconsultant .
- A cost Proposal that includes all charges. The cost Proposal must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria. The cost Proposal shall not be included in the compact disc.
- Other relevant information that will assist the COG in selecting the most qualified Respondent(s).

3.5 Proprietary Information

All information appearing within the Proposal may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the Proposal.

3.6 Point of Contact

All questions regarding this RFP shall be directed to Veronica Lezama, Transportation Planning Manager veronica@sanbenitocog.org with the subject: "RFP COG 2022-01" followed by a brief description. No other individual has the authority to respond to any questions submitted unless specifically authorized by Veronica Lezama. Failure to adhere to this process may disqualify the Respondent.

3.7 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify the COG in writing at once (e-mail is acceptable). The COG will post addenda with further instruction or clarification on www.sanbenitocog.org for all interested parties to view. COG shall not be held responsible for oral interpretations.

3.8 Questions

Questions must be received by **July 8, 2022 at 4:00 PM, Pacific Time.**

3.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Veronica Lezama or her designee, to be posted online at www.sanbenitocog.org for all interested parties to view, and to be faxed, emailed, or mailed to all prospective Respondents known by the COG, if and when necessary. All Addenda

issued shall be incorporated into the contract. Respondents shall be responsible for monitoring the website at www.sanbenitocog.org to obtain the most current information regarding this RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above-mentioned website is **July 13, 2022, at 5:00 PM, Pacific Time.**

3.10 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **4:00 PM, July 26, 2022, Pacific Time.** Respondents shall be responsible for the timely delivery of their Proposals. Proposals received after the deadline will not be accepted and will be unopened and discarded.

3.11 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one Proposal.

3.12 Proposal Evaluation Criteria

If an award is made, it will be made to the responsive Proposal by a responsible Respondent that offers COG the greatest value based on an analysis involving a number of criteria. An Evaluation Committee consisting of COG staff will review each Proposal for completeness and content. Each Proposal will be evaluated based upon the relevant experience of the Respondent. The Evaluation Committee will review and rank the Proposals and may conduct interviews, if necessary. The rankings will be based upon the evaluation criteria that may include, but is not necessarily limited to the following:

- Organization: Does the Respondent offer the breadth and quality of services required for the anticipated project? Does the Respondent's organizational structure show sufficient depth for its present workload?
- Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- Experience: Has the Respondent demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- Technical Approach: How does the Respondent intend to achieve the budget and project delivery goals for the anticipated project? How will the Respondent perform the Scope of Work specified in Section 4 of this RFP? Will the firm be able to perform the Scope of Work within a timely manner?
- Reputation: Are the Respondent's references from past clients and associates favorable? Does the Respondent show financial and operational stability?
- Cost: Is the proposed budget cost effective?

3.13 Selection Procedure

The COG shall perform an initial review of all Proposals to determine responsiveness as specified in Paragraph 3.4 in this RFP. The Evaluation Committee will be composed of COG staff, COG Board Ad-Hoc Committee members (Chair and Vice-Chair), Caltrans staff and Valley Transportation Authority (VTA) staff. The Evaluation Committee will review all responsive Proposals and will rank Proposals in descending order of preference. The Evaluation Committee will then select the preferred Proposal, that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services as follows:

- **PRE-SELECTION:** The Evaluation Committee will review and screen the Proposals for completeness. Proposals that are incomplete, or improperly written, may be considered non-responsive and may be rejected. Each Proposal will be evaluated for its completeness and responsiveness to the Evaluation Criteria set forth in Section 3.12 above, and to the Scope of Work outlined in Section 4 of this RFP. Based upon the scores of responsive Proposals, the Evaluation Committee will set a competitive range and invite Respondents in the competitive range to participate in an in-person interview. Top ranking Respondents will be asked to prepare an oral presentation of their Proposal to the Evaluation Committee. References may be contacted by any person of the Evaluation Committee. The Evaluation Committee reserves the right to evaluate the interview and presentation, and to reevaluate the initial Proposal based upon new information provided during the interview component.
- **SELECTION:** Award of a contract shall not be based on cost alone, but on the strength of qualifications of the Respondent and the Respondents' capability of providing the services outlined in the RFP. The Evaluation Committee will rank the Proposals based upon the interview, compliance with the RFP terms and conditions, quality and performance of the services offered based on previous contracts, reference checks for the same or similar services, and the capacity of the Respondent to perform the required services.
- **NEGOTIATIONS:** Staff will enter into negotiations with the highest ranked Respondent, regarding the terms of a contract consistent with the RFP and the Proposal, which will be submitted to the COG Board of Directors for approval. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as indicated in this RFP. If an agreement is not reached within a reasonable time after the highest ranked Proposal is identified, the COG reserves its right to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent, suspend the process entirely or request new Proposals. This process will continue until an agreement is reached or all Proposals are rejected.

All Respondents may be notified of the Proposal which is ranked highest. No other information will be released.

The evaluation of the Proposals shall be within the sole judgment and discretion of the Evaluation Committee. COG reserves the right to reject any and all Proposals received pursuant to the RFP. Award of a contract is contingent on funding availability and the COG Board of Directors' approval.

The COG is under no obligation to award any contract. There shall be no appeal of any decision of the COG, or any COG representative.

3.14 Reservations

The COG reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all Proposals, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure, in any Proposal, or in any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of Proposals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the Proposal or other data available to the COG. Such disqualification is at the sole discretion of the COG
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the COG
- Reject any Respondent deemed by the COG to be non-responsive, unreliable, unqualified, or non-responsible

3.15 Notification of Modification or Withdrawal of Proposals

The Respondent may modify or withdraw a Proposal by submitting a written request for its modification or withdrawal to a COG representative at any time prior to the Proposal submission deadline. The withdrawal shall be signed by the Respondent or an authorized agent of the Respondent.

The Respondent may thereafter submit a new Proposal prior to the deadline. All Proposals not modified or withdrawn prior to the deadline will become the COG's property. Modifications of a Proposal offered in any manner, oral or written, will not be considered after the deadline.

3.16 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

3.17 Consultant Responsibility and Performance

The COG will consider the Consultant to be the sole point of contact with regard to all contractual matters.

Consultant shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the

Consultant have local representation to provide on-site consultation/problem resolution if required.

3.18 Indemnification and Insurance

The Consultant, at its sole cost and expense, for the full term of this contract (and extensions thereof), shall obtain and maintain at minimum all of the insurance coverages set forth in COG's standard contract, appended as Exhibit G to this RFP. Such insurance coverage shall be primary coverage as respects the COG and any insurance or self-insurance maintained by the COG shall be in excess of the Consultant's insurance coverage and shall not contribute to it.

If respondent claims the services to be provided under the contract resulting from this RFP will include the type of design services described in CA 2682.8, respondent shall identify the services it claims to be described in section 2682.8. Indemnification language of Standard Contract: To the extent a Proposal proposes the type of design services included in CA Civil Code 2782.8, the following indemnification clause shall be included in the contract as Attachment D:

"D-1. INDEMNIFICATION. With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the COG and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COG and County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, Consultant s and subconsultant s. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONSULTANT shall not be liable under this indemnification provision if the COG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness, or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONSULTANT'S provision of all other services under this contract."

If no work applicable to the provisions of CA Civic Code 2782.8 is completed, only the standard indemnification included in Paragraph C-1 of the standard contract will be used.

3.19 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the COG representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

3.20 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP, with other terms and conditions specified in this RFP incorporated therein. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as specified in this RFP. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in the COG's standard contract and in this RFP.

3.21 Cost of Service

The COG reserves the right to negotiate the proposed cost with the successful Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date. However, in the case of an announced cost decrease, such decrease shall be passed on to the COG.

~ END SECTION 3 ~

SECTION 4. SCOPE OF WORK

4.1 General Description

The Council of Governments, herein referred to as “COG,” is soliciting proposals from qualified firms to provide project management and transportation engineering services of all Caltrans prepared documents, including, but not limited to the following: project documents (i.e., Project Study Report, Permit Engineering Evaluation Report (PEER), or Project Report), environmental documents prepared as part of the Project Approval and Environmental Document (PA&ED), and engineering prepared for the Plans, Specifications and Estimates (PS&E) phase.

The Consultant, for COG’s benefit, will be tasked with managing perspectives and clarifying the project's priorities, helping determine from the start how the project's success will be accomplished. The Consultant shall be expected to interface both locally and with other affected agencies, as well as participate in all discussions and presentations with the Project Development Team (PDT). In order to ensure a timely progression of the project from inception to final deliverable, the following activities should be anticipated once the Notice to Proceed (NTP) is authorized by COG and as the Project progresses:

Task 1: Project Kick-off Meeting

The Consultant shall schedule and conduct a project kick-off meeting within three (3) weeks of NTP to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

Deliverables:

Meeting agenda and meeting notes with action item list - one (1) electronic file in Word format.

Task 2: Project Management

The Consultant will provide project management and transportation engineering services for the SR 25 Expressway Conversion Project. This position proactively manages the project funding plan on COG’s behalf, schedule, technical requirements, contractual obligations, and communications in support of the project’s objectives. The Consultant will provide high level technical tasks while managing and reviewing design related specifications, calculations, technical reports, and plans. The Consultant will coordinate with internal and external partners including cross-discipline and functional teams to address and problem solve design related issues or concerns. The selected Consultant should provide a continuing, comprehensive, and collaborative process that helps identify current and future transportation deficiencies, and provides recommendations to meet mobility goals for the San Benito region. COG and Caltrans will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding the project.

The Consultant shall provide project management and will represent the interest of COG at all meetings. The consultant shall be responsible for project management activities throughout the life of the contract. The scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule and milestones, tracking action items, and preparing all submissions/correspondence for the COG to submit to Caltrans.

Deliverables:

- a. To assist in understanding contract objectives and requirements, Consultant will hold biweekly (every two weeks) meetings with COG. If the established schedule is insufficient, Consultant will hold additional meetings as necessary. The primary purpose of these meetings is to discuss project work objectives and tasks, Consultant's work schedule, the terms of the contract, and other related matters.
- b. Schedule and leading meetings, upon request, including internal team meetings to discuss progress and project issues.
- c. Prepare list of project action items and follow-up on requests on behalf of COG.
- d. Prepare all COG correspondence submissions to Caltrans and partner agencies. All documents furnished under this Scope of Work shall be of a quality acceptable to COG. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked.
- e. Develop a plan that outlines completed critical milestones and next steps. The Consultant will prepare user friendly documents intended for public distribution on social media and COG's website.
- f. Provide written staff memos for monthly COG board meetings. Staff memos will include completed milestones and critical next steps. This task also includes preparation of project handouts and PowerPoints. As the implementing agency for the project, Caltrans will be the lead on all presentations to the Board, but the Consultant will co-lead updates upon request by COG. The cost proposal shall reflect the attendance and participation at 20 virtual and ten (10) in-person meetings during the term of the contract. Consultant shall include the per meeting billing rate for additional meetings, in the event additional in-person or virtual meetings are required.
- g. On behalf of COG, the Consultant will provide verbal updates, PowerPoint presentations, and COG staff written memos to the Santa Clara/San Benito County Mobility Partnership on a quarterly basis.⁵ The Consultant will present relevant project information including, but not limited to, project alternatives, preferred alternative, and other project updates as necessary, which will include coordinated efforts with Caltrans. The cost proposal shall reflect attendance and participation at a total of 16 virtual Santa Clara/San Benito County Mobility Partnership meetings. Consultant shall include the per meeting billing rate for additional meetings, in the event additional in-person or virtual meetings are required.
- h. Attend all Project Development Team Meetings (PDT) and provide representation for COG. The cost proposal shall reflect a total of 20 virtual and five (5) in-person PDT meetings. Consultant shall include the per meeting billing rate for additional meetings, in the event additional in-person or virtual meetings are required.
- i. Provide project updates to the local jurisdictional Boards (i.e., City of Hollister, City of San Juan Bautista, and County of San Benito), upon request by COG. The cost proposal shall reflect a total of three (3) in-person meetings and three (3) virtual meetings. Consultant shall include the per meeting billing rate for additional meetings, in the event additional in-person or virtual meetings are required.

⁵ <http://santaclaravta.igm2.com/Citizens/Board/1107-Mobility-Partnership>

- j. Prepare a community involvement program to ensure that the public has input into the development and selection of project alternatives, including attending Project public meetings, social media engagement, press releases, and document all public comment received. The cost proposal shall reflect the attendance and participation at three (3) in-person public meetings.
- k. Consultant may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance. Consultant shall maintain a record of such contacts and shall transmit copies of those records to COG. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.

Task 3: Project Approval & Environmental Documentation (PA&ED)

The Consultant will provide project management and transportation engineering review of all Caltrans prepared documents, including, but not limited to the following:

- Review of and comment on project initiation documents (i.e., Project Initiation Document (PID), Project Study Report (PSR), Permit Engineering Evaluation Report (PEER), or Project Report (PR)).
- Review of and comment on environmental documents prepared as part of the Project Approval and Environmental Document (PA&ED). Review of and comment on draft environmental studies and any other required technical studies needed to complete the CEQA/NEPA document.

Deliverables:

- a. Review and comment on the *purpose and need statement* of the project to ensure that it meets the goals of COG, Caltrans, and Project Development Team (PDT).
- b. Conduct transportation engineering review and provide comments on the range of alternatives and their associated impacts to be studied during the Project Approval and Environmental Document (PA&ED) phase.
- c. Draft responses, for COG's consideration, to all public comments submitted on environmental documents. For easy reference and review, Consultant will provide COG a matrix listing each of the numbered comment letters, individual comments, and proposed responses.
- d. Consultant shall lead/support all COG required public hearings for the project.
- e. Attend all meetings necessary to successfully comment on the Project Approval and Environmental Document (PA&ED).

Task 4: Plans, Specifications, and Estimates (PS&E) - Transportation Engineering Support

Caltrans may design the improvements and prepare the Plans, Specifications, and Estimates (PS&E) for the SR 25 Expressway Conversion Project. The Cooperative Agreement with Caltrans does not currently include the PS&E phase. Consultant shall acknowledge that Task 4 of the scope of work shall commence if the Cooperative Agreement is successfully amended by both COG and

Caltrans. Consultant shall examine, provide project feedback on alternatives, within the project goals, schedule, and within construction budget. Consultant shall review and provide comments on behalf of COG on Caltrans' PS&E package and final contract documents. The Consultant will review all specifics to ensure the project's overall compatibility with available funding for the programmed phases of PA&ED, PS&E, ROW, and Construction. Consultant shall propose additive-alternates as necessary for maximizing the scope of work within the funding limitations. Throughout the design of this project, Consultant will consider least cost alternatives analysis and accelerated delivery for major project components, where appropriate. In those instances where Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify the COG Project Manager, together with the reasons, therefore. This includes Consultant preparation of engineering schematics that will help convey the alternative design.

Deliverables:

- a. Provide preliminary engineering services by engineer licensed in the State of California.
- b. Transportation engineering review of all documents for completion of the Project Approval and Environmental Document (PA&ED).
- c. Participate in a detailed review, at all percent levels, including of the 30%, 60% and 95% Plans, Specification, and Estimate (PS&E) package in accordance with Caltrans processes/procedures.
- d. Review and provide comments on Caltrans developed estimates.
- e. Preparation of engineering schematics that will help convey alternative designs considered by COG and Caltrans.

Task 5: Project Funding Oversight

The preferred Consultant will improve the oversight and control the costs of the SR 25 Expressway Conversion Project, including:

- a. Track project funding, including local, state, and federal dollars.
- b. Assist with preparing required programming and other documentation to receive state and federal funding.
- c. Recommend application of State and federal dedicated and discretionary funding during critical funding cycles.
- d. Prepare grant applications and funding requests as those opportunities arise. The Consultant will review all grantor materials to determine the appropriate project segments and timing for application.
- e. Provide suggestions for a funding strategy based on the Measure G funds to minimize use of local dollars and maximize use of State and federal funds.
- f. Participate in COG discussions with the Measure G financial team to discuss an appropriate tax measure bonding timeline and use of funds that promotes accountability, transparency, and compliance in the spending of Measure G funds. Consultant will prepare funding summaries and charts, in a format that is presentable and clear for presentation to the public, elected bodies, and COG. This information will be used for COG's required Measure G Annual Report.

- I. Provide project updates to COG's Measure G Citizens Oversight Committee that meets at least once a year, but no more than four (4) times per year. The cost proposal shall reflect a total of four (4) virtual meetings and one (1) in-person meeting. Consultant shall include the per meeting billing rate for additional meetings, in the event additional in-person or virtual meetings are required.

~ END SECTION 4 ~

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, supplies, equipment and other incidentals required to complete the services subject to this Request for Proposals, for the costs stated and in conformance with all requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimated number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Have you complied with all specifications, requirements, terms, and conditions of this RFP?

Yes No

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the Council of San Benito County Governments to other municipalities, districts, or jurisdictions (political subdivisions)?

Yes No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

Executed in _____

Signature _____ Title _____

Print Name _____

Name of Company _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Date _____

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

~ END SECTION 5 ~

EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM

_____ (Respondent's or Proposed
SubConsultant's Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

END OF EXHIBIT B

EXHIBIT C—CUSTOMER REFERENCES

List and submit with this Proposal four (4) customer references, two (2) of which should be in the San Benito County area, for whom you have furnished similar product or services.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

4. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

END OF EXHIBIT C

EXHIBIT D—DESIGNATION OF SUBCONSULTANTS

Respondent shall complete the form below for each Sub-Consultant . A Sub-Consultant is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no Sub-Consultant s, please state "NONE".

SUBCONSULTANT S		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK
Respondent's Signature: _____ Date: _____
Respondent's Name & Title (Print): _____

END OF EXHIBIT D

EXHIBIT E—NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
Name
_____ of _____,
Position/Title Company

the party making the foregoing Proposal hereby declares that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

END OF EXHIBIT E

EXHIBIT F—FEE SCHEDULE

	Title	Hourly Rate	Est. Hours	Total Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Total overall cost for services identified: _____

END OF EXHIBIT F

EXHIBIT G—STANDARD CONTRACT

The following is a copy of the Standard Contract used by the COG for contracting with Consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful Consultants(s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

The SAN BENITO COUNTY COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and _____ ("CONSULTANT ") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services.

CONSULTANT , for COG's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONSULTANT 'S performance, COG shall pay compensation to CONSULTANT according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONSULTANT shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COG:

Name: Council of Governments

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONSULTANT :

Name:

Title:

Address:

SIGNATURES

APPROVED BY COG :

Ignacio Velazquez

Chair

Date:

APPROVED BY CONSULTANT :

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

ATTACHMENT A
Scope of Services

This section has been intentionally left blank as the scope of services will be provided following selection of a qualified Respondent.

~ END ATTACHMENT A ~

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COG to CONSULTANT at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COG shall pay to CONSULTANT : (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

CONSULTANT shall invoice monthly at an hourly rate for services rendered pursuant to B-4 and of this Contract. CONSULTANT shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONSULTANT . The monthly progress report shall include the following:

- Description of the tasks in progress or achieved
- Description of the tasks still to be achieved
- Percentage of work still anticipated for each task for the completion of the project

The COG shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONSULTANT and the COG.

~ END ATTACHMENT B ~

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONSULTANT and COG each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONSULTANT 'S duty to indemnify COG, CONSULTANT shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COG shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents, and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONSULTANT shall require all SubConsultant s performing work under this contract to obtain substantially the identical insurance coverage required of CONSULTANT pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONSULTANT shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONSULTANT shall maintain comprehensive general liability insurance, covering all of CONSULTANT 'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONSULTANT shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONSULTANT shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- d) Workers' compensation insurance. CONSULTANT shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONSULTANT elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONSULTANT and prior to any obligations of COG, CONSULTANT shall file certificates of insurance with COG, showing that CONSULTANT has in effect the insurance required by this contract. CONSULTANT shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONSULTANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONSULTANT warrants that CONSULTANT'S self-insurance provides substantially the same protection to COG as the insurance required herein. CONSULTANT further agrees to notify COG in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONSULTANT shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONSULTANT shall contractually require that all of CONSULTANT'S SubConsultant s performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONSULTANT or any SUBCONSULTANT , shall be made available to COG or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COG, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONSULTANT shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONSULTANT shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three-year period shall arise only if the COG notifies CONSULTANT of the commencement of an audit prior to the expiration of the three-year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONSULTANT or any SubConsultant of CONSULTANT shall, after completion and acceptance of the contract, become the property of COG, and shall not be subject to any copyright claimed by the CONSULTANT, SUBCONSULTANT, or their agents or employees. CONSULTANT may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONSULTANT, any SubConsultant, or any of their agents or employees, without the prior written consent of COG is prohibited.

C-8. INDEPENDENT CONSULTANT.

CONSULTANT and its officers and employees, in the performance of this contract, are independent CONSULTANTs in relation to COG and not officers or employees of COG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COG. CONSULTANT shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONSULTANT further represents to COG that CONSULTANT has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this contract, no SubConsultant or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONSULTANT shall comply with all applicable federal, state, and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONSULTANT shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONSULTANT shall immediately notify COG in the event that CONSULTANT ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers, or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONSULTANT without the prior written consent of COG, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COG shall pay CONSULTANT for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COG's receipt of consideration with knowledge of CONSULTANT 'S violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONSULTANT and CONSULTANT 'S signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONSULTANT . CONSULTANT and all of CONSULTANT 'S heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers, and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other party. The exercise of any single right, option, election, power, or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONSULTANT agrees that COG shall have the right to deduct from any payments specified in Attachment B any amount owed to COG by CONSULTANT as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COG exercises the right to reduce the consideration specified in Attachment B, COG, at the time of making a reduced payment, shall give CONSULTANT notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

~ END EXHIBIT G ~

EXHIBIT H
CALTRANS COOPERATIVE AGREEMENT WITH THE COUNCIL OF GOVERNMENTS
SR 25 EXPRESSWAY CONVERSION PROJECT

Reviewed by: Chuong Truong
Date: January 7, 2021
ODIA

COOPERATIVE AGREEMENT COVER SHEET

Work Description

WIDENING STATE ROUTE 25 FROM A TWO-LANE CONVENTIONAL HIGHWAY INTO A FOUR-LANE EXPRESSWAY FROM SAN FELIPE ROAD IN HOLLISTER TO THE JUNCTION WITH STATE ROUTE 156.

Contact Information

CALTRANS

Brandy K Rider, Project Manager

50 Higuera Street

San Luis Obispo, CA 93401

Office Phone: 805-549-3620

SAN BENITO COUNTY COUNCIL OF GOVERNMENTS

Mary Gilbert, Executive Director

330 Tres Pinos Rd.

Hollister, CA 95023

Office Phone: 831-636-4160

Table of Contents

COOPERATIVE AGREEMENT 1

RECITALS 1

RESPONSIBILITIES 3

 Sponsorship 3

 Implementing Agency 3

 Funding 3

 CEQA/NEPA Lead Agency 4

 Environmental Permits, Approvals and Agreements 4

 Project Approval and Environmental Document (PA&ED) 5

 California Environmental Quality Act (CEQA) 5

 National Environmental Policy Act (NEPA) 6

 Schedule 7

 Additional Provisions 8

 Standards 8

 Qualifications 8

 Protected Resources 8

 Disclosures 9

 Hazardous Materials 9

 Claims 10

 Accounting and Audits 10

 Interruption of Work 11

 Penalties, Judgements and Settlements 12

GENERAL CONDITIONS 12

 Venue 13

 Exemptions 13

 Indemnification 13

 Non-parties 14

 Ambiguity and Performance 14

 Defaults 14

 Dispute Resolution 14

 Prevailing Wage 15

SIGNATURES 16

FUNDING SUMMARY No. 01 1

FUNDING TABLE..... 1

SPENDING SUMMARY 1

Funding 1

 ICRP Rate..... 1

Invoicing and Payment..... 1

 Project Approval and Environmental Document (PA&ED)..... 2

CLOSURE STATEMENT..... 4

COOPERATIVE AGREEMENT

This AGREEMENT, effective on 05/12/2021, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Benito County Council of Governments, a public corporation/entity, referred to hereinafter as SBCOG.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *widening State Route 25 from a two-lane conventional highway into the a four-lane expressway from San Felipe Road in Hollister to the junction with State Route 156.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS completed the Project Initiation Document on September 30, 2005 (Cooperative Agreement No. 05-0291).
 - CALTRANS completed the Project Report (Route Adoption) on August 31, 2016 (Cooperative Agreement No. 05-0291).
 - CALTRANS completed the EIR on June 30, 2016 (Cooperative Agreement No. 05-0291).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCOG is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.
18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

21. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
U.S. Fish and Wildlife Service (Section 10 FESA)
U.S. Fish and Wildlife Service (Section 7 FESA)
U.S. Fish and Wildlife Service (Section 7 BO)
1602 California Department of Fish and Wildlife

Project Approval and Environmental Document (PA&ED)

- 22. As the PA&ED IMPLEMENTING AGENCY, CALTRANS is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 23. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

- 24. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
- 25. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency’s standards that apply to the CEQA process.
- 26. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

27. The CEQA Lead Agency will attend all CEQA-related public meetings.
28. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

29. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

30. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.

31. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
32. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
33. The NEPA Lead Agency will attend all NEPA-related public meetings.
34. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Schedule

35. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
36. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

Additional Provisions

Standards

37. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual

Qualifications

38. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
39. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

40. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

41. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

42. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

43. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

44. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
45. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

46. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCOG, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

47. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

48. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
49. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
50. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

51. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

52. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

53. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCOG will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

54. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
55. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

56. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

57. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
58. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
59. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

60. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
61. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.
62. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines and the CTC's Local Partnership Program (LPP) guidelines.

PARTIES agree that contributed funds originating from the LPP can be expended on any item identified in the PROJECT. LPP Competitive Grant Program funds and funds in the initial cycle of the LPP Formulaic Program shall not supplant other committed funds and are not available to fund cost increases, except as noted in the CTC's LPP Guidelines Resolution G-18-30.

GENERAL CONDITIONS

63. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

64. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

65. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

66. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCOG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCOG under this AGREEMENT. It is understood and agreed that SBCOG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCOG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
67. Neither SBCOG nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCOG and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

68. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
69. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

70. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

71. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

72. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

73. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCOG will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

74. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

75. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

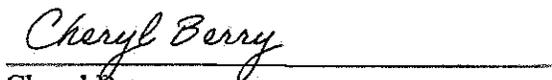
The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



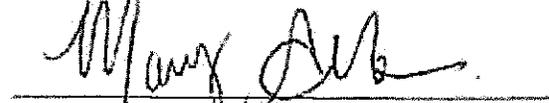
Timothy M. Gubbins
District Director

Verification of funds and authority:



Cheryl Berry
D5 Resource Manager

**SAN BENITO COUNTY COUNCIL OF
GOVERNMENTS**



Ignacio Velazquez
SBCOG Board Chair

Attest:



Mary Gilbert
Executive Director

Approved as to form and procedure:



Shirley L. Murphy
Deputy County Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>			
Source	Party	Fund Type	PA&ED
LOCAL	SBCOG	Measure	2,500,000
LOCAL	SBCOG	SB1/LPP	2,500,000
Totals			5,000,000

<u>SPENDING SUMMARY</u>			
Fund Type	PA&ED		Totals
	CALTRANS	SBCOG	
Measure	2,500,000	0	2,500,000
SB1/LPP	2,500,000	0	2,500,000
Totals	5,000,000	0	5,000,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCOG will pay invoices within five (5) calendar days of receipt of invoice.

5. CALTRANS will draw from state and federal funds that are provided by SBCOG without invoicing SBCOG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
6. If SBCOG has received EFT certification from CALTRANS then SBCOG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Approval and Environmental Document (PA&ED)

8. CALTRANS will invoice SBCOG for a \$100,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SBCOG will reimburse for actual costs incurred and paid.

CLOSURE STATEMENT INSTRUCTIONS

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-05-0390 and any amendments to the agreement. The final signature date on this document terminates agreement 05-05-0390 except survival articles. All survival articles in agreement 05-05-0390 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

**SAN BENITO COUNTY COUNCIL OF
GOVERNMENTS**

District Director

SBCOG Board Chair

Date: _____

Date: _____

**Certified as to all financial
obligations/terms and policies**

D5 Resource Manager

Date: _____

Tolleson, David W@DOT

From: Schumacher, Gina@DOT
Sent: Thursday, May 6, 2021 8:51 AM
To: Tolleson, David W@DOT
Cc: Wu, Cindy W@DOT
Subject: FW: 05-0390 [ACCT SIGN] 050621
Attachments: 05-0390 [HQ APPR] 050621.docx; Accounting approved email.pdf; 05-0390 Final.doc

David,
I approve the execution of Coop 05-0390 via email in lieu of a wet signature.

Gina Schumacher, Chief
Accounts Receivable Branch, Section C
Division of Accounting
(916) 227-9227

From: Wu, Cindy W@DOT <cindy.wu@dot.ca.gov>
Sent: Thursday, May 6, 2021 8:44 AM
To: Schumacher, Gina@DOT <gina.schumacher@dot.ca.gov>
Cc: Tolleson, David W@DOT <David.Tolleson@dot.ca.gov>; Fekadu, Woinshet@DOT <Woinshet.Fekadu@dot.ca.gov>; Wilson, Carrie M@DOT <carrie.wilson@dot.ca.gov>; Wells, Jacqueline@DOT <Jacqueline.Wells@dot.ca.gov>; Weller, Angie M@DOT <angie.weller@dot.ca.gov>
Subject: FW: 05-0390 NEW "SIGNATURE" PROCESS request

Gina,

I have reviewed and approved the Final Coop 05-0390. Please re-approve and sign for execution, thanks.

Woinshet, please log in the Final Coop 05-0390, thanks.

Cindy Wu
Accounts Receivable Branch, Section C
Division of Accounting
(916) 227-8799

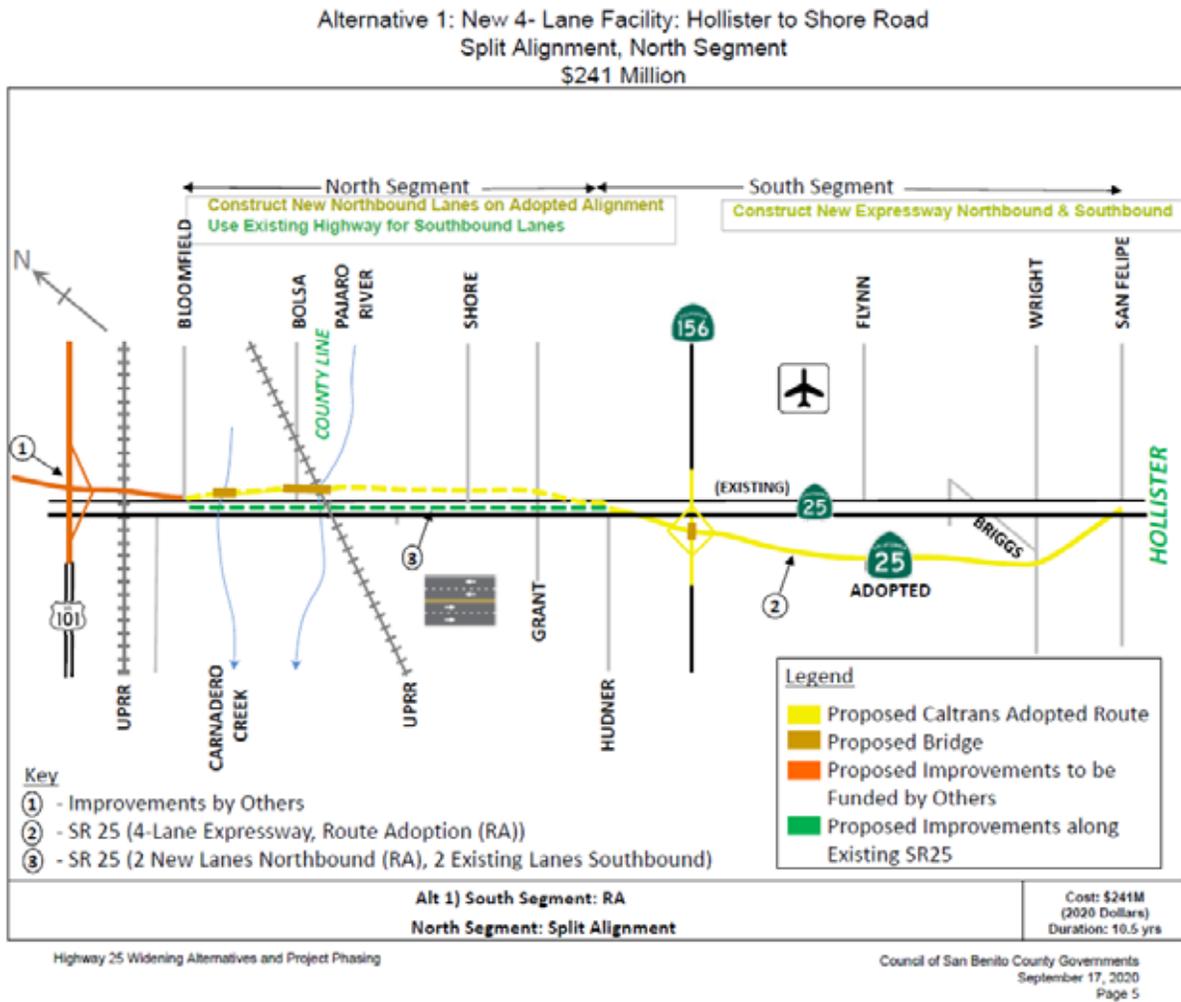
From: Tolleson, David W@DOT <David.Tolleson@dot.ca.gov>
Sent: Thursday, May 6, 2021 7:44 AM
To: Wu, Cindy W@DOT <cindy.wu@dot.ca.gov>; Schumacher, Gina@DOT <gina.schumacher@dot.ca.gov>
Cc: Wilson, Carrie M@DOT <carrie.wilson@dot.ca.gov>; Wells, Jacqueline@DOT <Jacqueline.Wells@dot.ca.gov>; Weller, Angie M@DOT <angie.weller@dot.ca.gov>
Subject: 05-0390 NEW "SIGNATURE" PROCESS request

Hello,

EXHIBIT I

SR 25 Expressway Conversion Project Map

(Project includes south segment as recommended by the COG Board at the September 2020 meeting)



END EXHIBIT I

~ END SECTION 6 ~