

**COOPERATIVE FUNDING AGREEMENT NO. SCTA27003
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND THE CITY OF SANTA ROSA**

This Agreement is made and entered into as of March 20, 2026 (“Effective Date”) by and between the **CITY OF SANTA ROSA** hereinafter referred to as “**CITY**” and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as “**AUTHORITY**.”

WHEREAS, **AUTHORITY** is coordinating a Sonoma County Multijurisdictional Safe Routes to Schools, Parks, and Transit Demonstration and Supplemental Planning Project being funded through a joint Safe Streets and Roads for All (SS4A) Fiscal Year 2024 federal grant award which includes a scope for a Demonstration Project as recommended by the **CITY**, and as more particularly described in Exhibit A to this Agreement hereinafter referred to as the “Project”; and

WHEREAS, **AUTHORITY** has been awarded the amount of ONE MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS (\$1,740,000) in federal SS4A federal funding to contribute to the Project and on September 22, 2025, entered into an agreement with the Federal Highway Administration (FHWA) to receive the funds which is attached hereto as Exhibit D; and

WHEREAS, **CITY** is willing to make available the amount of FOUR HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$435,000) as the local match for the federal SS4A funding for the Project; and

WHEREAS, **CITY** and **AUTHORITY** have negotiated a financial plan dedicating funding to the Project, which is attached hereto as Exhibit B; and

WHEREAS, **AUTHORITY** is willing to manage the SS4A grant funding agreement with FHWA and select and manage a consultant contract to conduct the SS4A project scope of work with reimbursement from the City for costs as described in Exhibit C; and

WHEREAS, **CITY** is willing to manage and complete the final design and construction of the project using city capacities or a contractor procured through a competitive process for reimbursement from **AUTHORITY** for costs as described in Exhibit C; and

WHEREAS, **AUTHORITY** through a competitive selection process selected Toole Design Group, LLC and on February 9, 2026 was authorized by the **AUTHORITY** Board of Directors to negotiate and enter into a consultant contract with TDG Engineering, Inc., an affiliate of Toole Design Group, LLC; and

WHEREAS, **AUTHORITY** executed a contract with TDG Engineering, Inc., an affiliate of Toole Design Group, LLC on March 20, 2026 to complete a scope of work for the Project as described in Exhibit E.

NOW, THEREFORE, in consideration of the foregoing, **AUTHORITY** and **CITY** do hereby agree as follows:

SECTION I

AUTHORITY AGREES:

1. Santa Rosa Demonstration Project. To work toward timely completion of the Project (as further described in Exhibit A).

2. CITY Expenses. **CITY** may submit to **AUTHORITY** invoices for reimbursements for expenses authorized under the terms of this Agreement as identified in Exhibit C. Invoices shall be submitted to **AUTHORITY** no more frequently than monthly, and no less frequently than every six months, provided however that if **CITY** is unable to invoice in this time frame a written request for time extension shall be provided.

3. Total Amount to be Funded. The total amount payable by **AUTHORITY** to **CITY** under this Agreement shall not exceed \$1,544,000 as shown on Exhibit C.

3. Records. To allow **CITY** to audit all expenditures relating to the Project funded through this Agreement. For the duration of the project, and for five (5) years following completion of the project, or earlier discharge of the Agreement, **AUTHORITY** shall make available to **CITY** all records relating to expenses incurred in performance of this Agreement.

4. Close-Out. Upon completion of the Project, **AUTHORITY** shall submit all receipts to **CITY** for review. All unused funds must be returned to **CITY** and any funds used for other than the Project shall be subject to immediate reimbursement by **AUTHORITY** to **CITY**.

5. Compliance with Laws. With regard to administering and completing the Project, **AUTHORITY** shall at all times comply with all applicable laws of the United States, the State of California, and the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement, including but not limited to compliance with all applicable prevailing wage requirements under the California Labor Code, and any requirements associated with the **AUTHORITY**'s SS4A grant agreement with FHWA as described in Exhibit D.

SECTION II

CITY AGREES:

1. Santa Rosa Demonstration Project. To work toward timely completion of the Project (as further described in Exhibit A).

2. AUTHORITY Expenses. **AUTHORITY** may submit to **CITY** invoices for reimbursements for expenses authorized under the terms of this Agreement as identified in Exhibit C. Invoices shall be submitted to **CITY** no more frequently than monthly, and no less frequently than every six months, provided however that if **AUTHORITY** is unable to invoice in this time frame a written request for time extension shall be provided.

3. Total Amount to be Funded. The total amount payable by **CITY** to **AUTHORITY** under this Agreement shall not exceed \$49,000 as shown on Exhibit C.

4. Records. To allow **AUTHORITY** to audit all expenditures relating to the Project funded through this Agreement. For the duration of the project, and for five (5) years following completion of the project, or earlier discharge of the Agreement, **CITY** shall make available to **AUTHORITY** all records relating to expenses incurred in performance of this Agreement.

5. Close-Out. Upon completion of the Project, **CITY** shall submit all receipts to **AUTHORITY** for review. All unused **AUTHORITY** funds must be returned to **AUTHORITY** and any funds used for other than the Project shall be subject to immediate reimbursement by **CITY** to **AUTHORITY**.

6. Notice of Audit. To provide timely notice to **AUTHORITY** if an audit is to be conducted.

7. Compliance with Laws. With regard to administering and completing the Project, **City** shall at all times comply with all applicable laws of the United States, the State of California, and the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement, including but not limited to compliance with all applicable prevailing wage requirements under the California Labor Code, and any requirements associated with the **AUTHORITY's** SS4A grant agreement with FHWA as described in Exhibit D.

SECTION III

IT IS MUTUALLY AGREED:

1. Funding Availability and Needs. The funding available to the project for expenditure is limited to the amount of funds identified in Exhibit B and to approved appropriations by the SANTA ROSA City Council. If funds beyond those identified in Exhibit B are necessary to complete the project, **CITY** will cooperate with **AUTHORITY** to identify and secure new or increased fund commitments, although no such additional funds are guaranteed.

2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 or 13 of this Section III.

3. Termination. This Agreement shall be subject to termination as follows:

a. This Agreement may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching

party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(b), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is cancelled because **AUTHORITY** has failed to wholly or partially complete the project, **CITY** may, at its option, demand repayment of all unexpended funds and funds determined by audit not to have been expended as provided for in this Agreement, with interest accrued thereon as would have accrued had such funds been invested in the Sonoma County Treasury Pool; and, further, to offset such balances due to the **CITY** from any other funds due from the **AUTHORITY**.

b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **AUTHORITY** shall repay to **CITY** any unexpended funds originally provided to **AUTHORITY** under this Agreement, and any interest that has accrued thereon.

4. Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

To **CITY**: Dan Hennessey, Director of Transportation and Public Works
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401

To **AUTHORITY**: James Cameron, Executive Director
Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404

6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

7. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been

made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency. **AUTHORITY** renders its obligations under this Agreement as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of the **CITY**.

10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **CITY** or **AUTHORITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the **CITY** of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SANTA ROSA

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Mark Stapp, Mayor

SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

By: _____

Jason Nutt, Interim City Manager

James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM
FOR CITY:

By: _____

By: _____

Office of City Attorney

Legal Counsel Authority

COOPERATIVE FUNDING AGREEMENT NO. SCTA27003**BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND THE CITY OF SANTA ROSA****EXHIBIT A****DESCRIPTION OF THE CITY OF SANTA ROSA DEMONSTRATION PROJECT**

Project Title: City of SANTA ROSA Demonstration Project

Project Location/Description

The City of Santa Rosa's Demonstration Activities, the largest scope of this five-jurisdictions project, will apply a citywide systems approach, with an emphasis on the city's Vision Zero High Injury Network (HIN) and High Injury Intersections (HII). Specifically, Santa Rosa, with nearly 60 percent of the project area's population, will trial new and different materials to 1) inform benefit/cost analyses, and 2) create a city standard for similar context streets (not yet part of the city's HIN) that could benefit from supportive treatments, and 3) provide a "blueprint" for future permanent (capital) treatments pending evaluation of the quick build elements' effectiveness and maintenance requirements.

The city's adopted long-range plans including the Sonoma County Vision Zero Action Plan (July 2022) and its Local Road Safety Plan (LRSP) which also the Bicycle and Pedestrian Master Plan Update (2018) provide the framing and the roadmap for the corridors identified for this citywide demonstration scope. The project will install elements on over 33.1 street miles. Similar to the partner city projects, the project targets corridors on the west and east sides of U.S. Highway 101, with approximately half of the improvement miles on each side.

The City of Santa Rosa, the County seat, straddles U.S. Highway 101 and sits in the heart of the county's most densely populated corridor. As a CalEnviroScreen Top 25% of DAC, improving the safety and increasing use of active transportation through quick build-centric, vehicle-calming, and inviting street contexts is a key strategy to addressing the city's health, climate, and socio-economic concerns. The suite of treatments will include Leading Pedestrian Interval (LPI), curb extensions, mid-block pedestrian crossing refuges, centerline hardening with variations of signs, slip lane closures (new pedestrian spaces), daylighting, and signage to address safety, comfort, and convenience concerns for the project area's 15 schools (approximately 10,000 students) and college (approximately 7,700 students), nine youth centers, 21 parks, and two libraries. To complement this project, the city hosted block parties, public workshops, and PRIDE bicycle rides in spring 2024, and will launch phase II of engagement in fall 2024.

Demo Project Corridor	Extents	Mileage
3rd Street (east)	North Dutton Ave - Pierce St	1.6
3rd Street (west)	350 ft east of Rusch Court - Carina Drive	1.0
4th Street	Rogers Way - B Street	1.8
9th Street	A Street - Blair Place	1.1
College Avenue	Tyara Way - 4th Street	2.3
E Street	Hendley Street - College Avenue	1.1
Fulton Road (south)	HWY 12 - College Avenue	1.1
Guerneville Road	Gamay Street - Cleveland Avenue	1.6
Hoen Avenue	Farmers Lane - Summerfield Road	1.5
Mendocino Avenue	4th Street - Old Redwood HWY	2.8
Montgomery Drive	Mission Boulevard - California Avenue	1.6
Petaluma Hill Road	Santa Rosa Avenue - South City Limits	1.6
Piner Road	Cleveland Avenue - Waltzer Road	1.5
Range Avenue	State Farm Drive - Briggs Avenue	1.4
Santa Rosa Avenue	3rd Street - Bellevue Avenue	2.7
Sebastopol Road	Olive Street - Corporate Center Parkway	2.1
Sonoma Avenue	A Street - Farmers Lane	1.4
Steele Lane (west of Guerneville)	Cleveland Avenue - Marlow Road	1.2
Stony Point Road/Marlow Road	Steele Lane - Bellevue Ave	3.9

**COOPERATIVE FUNDING AGREEMENT NO. SCTA27003
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AND THE CITY OF SANTA ROSA**

**EXHIBIT B
FINANCIAL PLAN**

			Project Phase			
Source	Party	Fund Type	Pre-NEPA	Final Design	Construction	TOTAL
FEDERAL	SCTA	SS4A	\$64,000	\$120,000	\$1,556,000	\$1,740,000
LOCAL	City of Santa Rosa	Local Funds	\$16,000	\$30,000	\$389,000	\$435,000
TOTAL			\$80,000	\$150,000	\$1,945,000	\$2,175,000

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**EXHIBIT C
 SPENDING SUMMARY**

Fund Type	Project Phase						TOTAL
	Pre-NEPA		Final Design		Construction		
	SCTA	City	SCTA	City	SCTA	City	
SS4A	\$64,000	\$0	\$0	\$120,000	\$132,000	\$1,424,000	\$1,740,000
Local Funds	\$16,000	\$0	\$0	\$30,000	\$33,000	\$356,000	\$435,000
TOTAL	\$80,000*	\$0	\$0	\$150,000	\$165,000**	\$1,780,000	\$2,175,000

*\$80,000 of this amount is for SCTA to provide preliminary design, CEQA and NEPA environmental clearance, and public outreach and engagement.

**\$165,000 of this amount is for SCTA to provide material procurement, construction management, and project evaluation and reporting support.

**COOPERATIVE FUNDING AGREEMENT NO. SCTA27003
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF SANTA ROSA**

**EXHIBIT D
FHWA GRANT AGREEMENT**

- 1. **Federal Award No.**
693JJ32540739
- 2. **Effective Date**
See No. 16 Below
- 3. **Assistance Listings No.**
20.939
- 4. **Award To**
Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404


Unique Entity Id.: ZD77LGJBFMJ7
TIN No.: 91-1861000
- 5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. **Period of Performance**
Effective Date of Award – 60 months
- 7. **Total Amount**
Federal Share: \$4,580,000
Recipient Share: \$1,145,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$5,725,000
- 8. **Type of Agreement**
Grant
- 9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)
- 10. **Procurement Request No.**
HSA250513PR
- 11. **Federal Funds Obligated**
Base Phase: \$724,917
- 12. **Submit Payment Requests To**
See Article 5.
- 13. **Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.41010.61006600

14. Description of the Project

Sonoma County Transportation Authority will lead efforts to support community-centered planning, design, and installation of demonstration activities in five (5) county jurisdictions and prepare an American Disabilities Act (ADA) Transition Plan for the City of Cotati. SCTA staff will work with the cities of Santa Rosa, Rohnert Park, Cotati, and Petaluma, and Town of Windsor staff to conduct local detailed engagement, planning and installation which will inform demonstration project processes and template resources to support other local jurisdictions and SCTA staff to advance future demonstration projects.

RECIPIENT

15. Signature of Person Authorized to Sign

 09/19/2025
 Signature Date
 Name: James R. Cameron
 Title: Executive Director, SCTA/RCPA

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

 Signature Date
 Name: Hector R. Santamaria
 Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the Sonoma County Transportation Authority (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the **Sonoma County Multijurisdictional Safe Routes to Schools, Parks, and Transit Demonstration and Supplemental Planning Project**

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Sonoma County Multijurisdictional Safe Routes to Schools, Parks, and Transit Demonstration and Supplemental Planning Project

Application Date: August 29, 2024

2.2 **Award Amount.**

SS4A Grant Amount: \$4,580,000

2.3 **Federal Obligation Information.**

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$724,917	
Option Phase 1: Final Design	\$442,314	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>
Option Phase 2: Construction	\$3,412,769	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p>

		<p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>
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2.4 Budget Period.

Base Phase Budget Period: Pre-NEPA: Effective Date of Award- 8/15/2030

Option Phase 1 Budget Period: Design: Reserved

Option Phase 2 Budget Period: Construction: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

Summary of Project’s Statement of Work.

Planning and Demonstration Narrative:

The Sonoma County Transportation Authority (SCTA) and five (5) local partners intend to use Federal Safe Streets and Roads for All and local match funding to deliver a supplemental planning component consisting of an American with Disabilities Act (ADA) Transition Plan for the City of Cotati, and demonstration projects in the cities of Santa Rosa, Rohnert Park, Cotati and Petaluma, and the Town of Windsor. SCTA will lead demonstration activity efforts in collaboration with city staff, including engagement, design, installation, and evaluation. The project’s suite of demonstration countermeasures (e.g. roundabouts, traffic circles, chicanes, and 2-way to 1-way vehicle lane redesign) will improve the safety and comfort of active transportation users along high-need safe routes to schools, parks, youth centers, bike share hubs, and transit within the five jurisdictions. The project seeks to bolster inter- and intra-jurisdictional design, installation, and evaluation processes; effectuate near-term safety benefits of demonstrations; and leverage demonstration outcomes to inform the prioritizing and development of future, capital projects. The processes, toolkits, and templates developed through this grant project will provide resources and support for other jurisdictions and the county to scale future demonstration projects.

SCTA will work with the City of Cotati staff to prepare an ADA Transition Plan. Having reached 50 employees in the past year, a citywide systematic implementation of this Plan will identify low- and high-cost improvements to help close existing gaps in accessible pedestrian routes, reducing serious pedestrian-involved crashes, which have recently increased. And the city will install a subset of these low-cost countermeasures on its demonstration activity corridor.

The project will be completed in multiple phases including multiple demonstration projects and one supplemental planning activity.

The project will be completed in three phases.

Base Phase: Pre-NEPA: This phase will consist of completing the Demonstration Activity environmental and the ADA Transition Plan for the City of Cotati.

Option Phase 1: [RESERVED]

Option Phase 2: [RESERVED]

3.1 Project’s Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	August 31, 2026
Planned Construction Substantial Completion and Open to Public Use Date:	June 30, 2030
Planned SS4A Final Report Date:	July 31, 2030

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	July 31, 2029
Planned SS4A Final Report Date:	July 31, 2030

3.2 Project’s Estimated Costs.

Provide the costs from the grant application. Any changes should be documented in Attachment B.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$4,580,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$1,145,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$5,725,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$127,750		\$127,750
Architectural and engineering fees	\$1,749,730		\$1,749,730
Construction	\$3,412,769		\$3,412,769
Contingency	\$434,751		\$434,751
Project Total	\$5,725,000		\$5,725,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4
CONTACT INFORMATION**

4.1 Recipient Contact(s).

Margot Ocanas
 Senior Transportation Planner
 Sonoma County Transportation Authority
 411 King Street
 Santa Rosa, CA 95404
 707-565-5374
 margot.ocanas@scta.ca.gov

and

David Ripperda
 Director of Projects and Programming
 Sonoma County Transportation Authority
 411 King Street
 Santa Rosa, CA 95404
 707-565-2180
 david.ripperda@scta.ca.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Margot Ocanas	SCTA Senior Transportation Planner
David Ripperda	SCTA Director, Projects and Programming

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator - California
Agreement Officer's Representative (AOR)
FHWA California Division Office
650 Capitol Mall, Ste. 4-100
Sacramento, CA 95814
916-498-5015
Hdaca@dot.gov

and

Mike Shami
California Division Office Lead Point of Contact
Discretionary Grant Manager
FHWA California Division Office
650 Capitol Mall, Ste. 4-100
Sacramento, CA 95814
916-498-5853
Mike.shami@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 Pursuant to the court’s preliminary injunction order in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash.), ECF No. 338 (August 12, 2025), DOT will not be imposing or enforcing the challenged conditions,* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to the New DOT Plaintiffs and subrecipients, or otherwise rescinding, withholding, cancelling, not processing, pausing, freezing, impeding, blocking, cancelling, terminating, delaying, or conditioning DOT funds based on such conditions to the New DOT Plaintiffs or their subrecipients while subject to an injunction. Further, DOT will not require the New DOT Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on the New DOT Plaintiffs’ participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place.

*The challenged conditions are:

1. “Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
2. “Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws”;
3. “[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law”;
4. The recipient or applicant must comply with all applicable executive orders as they relate to the application, acceptance, and use of Federal funds for this Project;
5. The recipient or applicant agrees to comply with executive orders, including but not limited to Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, as they relate to the application, acceptance, and use of Federal funds for this project or grant;
6. The recipient or applicant will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter; and
7. The recipient or applicant must comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination;
8. Performance under this agreement or application shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the recipient or applicant and any applicable sub-recipients. The applicable provisions to this agreement or application include, but are not limited to, the following: Bringing in and harboring certain aliens – 8 U.S.C. § 1324; Aiding or assisting certain aliens to enter – 8 U.S.C. § 1327; Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing; Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

6.9 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Sonoma County, California

Baseline Measurement Date: July 1, 2026

Baseline Report Date: September 1, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The schedule times in block 6 of page one and in Article 3.2 of this agreement are different from the schedule in the application narrative and SF-424 submitted with the application materials. The schedule time frame was adjusted to align with the anticipated grant execution and schedule contingency, and to complete a thorough comprehensive safety action plan.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RESERVED]

ATTACHMENT D
[RESERVED]

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Project improvements will support the local economy and improve economic competitiveness by enhancing mobility for all and by providing better access to work and services. Better, cleaner, and safer transportation will support the thriving local tourism industry. Finally, project implementation will create a variety of well-paying local jobs in the planning, engineering, and outreach sectors.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G
[RESERVED]

**COOPERATIVE FUNDING AGREEMENT NO. SCTA27003
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF SANTA ROSA**

**EXHIBIT E
TDG ENGINEERING, INC.
CONSULTANT CONTRACT**

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made by and between TDG Engineering, Inc., an affiliate of Toole Design Group, LLC (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

RECITALS

WHEREAS, In spring 2024, SCTA staff, in coordination with local jurisdictions, submitted a Safe Streets and Roads for All (SS4A) FY2024 supplemental planning application for fund demonstration (quick build) design/implementation projects in five jurisdictions and an ADA Transition Plan for the City of Cotati to help achieve the goals of the Sonoma County Vision Zero Action Plan (VZAP), the Countywide Safe Routes to School Plan, multiple Active Transportation Plans, and

WHEREAS, In November 2024 SCTA received a partial award of \$4,580,000 for the SS4A FY24 project and subsequently executed a grant agreement with the Federal Highway Administration (FHWA) in September 2025, and

WHEREAS, In October 2025, SCTA released a Request for Proposals for the SS4A FY24 project. Five proposals were received from Fehr & Peers, GHD, H.W. Lochner, Street Plans, and TDG Engineering and were reviewed by a panel of SCTA, City of Santa Rosa and City of Cotati staff. The panel determined that TDG Engineering was the highest ranked firm. SCTA staff negotiated a scope and fee with TDG Engineering to complete the project at a fair and reasonable prices; and

WHEREAS, CONSULTANT is a duly qualified environmental, planning, and engineering firm directed by and employing persons having appropriate certifications, licenses and experience in the providing project development services; applicable federal, state, and local laws, rules, and regulations; design, engineering and related analysis; the preparation of legally and technically acceptable engineering plans, specifications, and cost estimates; and the preparation of legally and technically acceptable environmental studies and documentation; and

WHEREAS, SCTA will secure Cooperative Agreements with the Cities of Santa Rosa, Rohnert Park, Petaluma and Cotati, and the Town of Windsor to support the implementation of each city’s respective project element; and

WHEREAS, in the judgment of SCTA’s Board of Directors it is necessary and desirable to employ the services of CONSULTANT to provide project development, material procurement, and construction management services for PROFESSIONAL SERVICES AGREEMENT SCTA26014 with a maximum not-to-exceed of \$1,054,474.43. with a completion of the Professional Service Agreement expected by June 30, 2030.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the

covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

1. GENERAL PROVISIONS

1.1 SCOPE OF SERVICES: SCTA retains CONSULTANT to perform the services specified in their Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference, and according to the schedule contained in Exhibit C, attached hereto and incorporated herein by this reference. CONSULTANT shall work closely with SCTA staff in the performance of all work pursuant to this AGREEMENT. CONSULTANT shall sign all documents, technical reports, and engineering data furnished under the contract including registration number.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. If SCTA determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; or (c) terminate this AGREEMENT pursuant to Paragraph 5.2; or (d) pursue any and all other remedies at law or in equity.

1.3 ASSIGNED PERSONNEL: CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, SCTA desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from SCTA.

1.4 KEY PERSONNEL:

(a) Any and all persons identified in this AGREEMENT or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this AGREEMENT, and without whose services SCTA would not have entered into this AGREEMENT. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA which shall not be unreasonably withheld. With respect to performance of work under this AGREEMENT, CONSULTANT shall provide the personnel as documented in Exhibit B (project fees supporting documents).

(b) In the event that any of CONSULTANT'S personnel assigned to perform services under this AGREEMENT become unavailable due to resignation, sickness, or other factors outside of CONSULTANT'S control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements. All replacement personal shall be subject to the approval of SCTA which approval shall not be unreasonably withheld.

2. COMPENSATION:

2.1 PAYMENT FOR CONSULTANT'S SERVICES: For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Exhibit B, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with Paragraph 2.2. Consultant shall be paid on a cost-plus fixed fee basis in accordance with Exhibit B and Paragraphs 2.2 and 2.3 provided, however, that Consultant agrees to perform all services described in this AGREEMENT for a not to exceed amount as identified in Exhibit B. The total amount payable by SCTA for all services resulting from this AGREEMENT shall not exceed ONE MILLION AND FIFTY FOUR THOUSAND FOUR HUNDRED AND SEVENTY-FOUR DOLLARS AND FORTY-THREE CENTS (\$1,054,474.43). The hourly rates specified in Exhibit B shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds SCTA's approved overhead rate set forth in the Cost Proposal. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.

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

2.2 PAYMENT FOR CONSULTANT'S NON-SALARY EXPENSES: Subject to Paragraph 2.1 above, actual cost of non-salary expenses provided by CONSULTANT, incurred directly for the Project, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:

- (a) Services directly applicable to the Project, such as commercial printing, binding, and (with approval of SCTA) special consultants.
- (b) Identifiable reproduction services applicable to the Project such as printing of drawings, photostating, multilithing, printing, and similar services.
- (c) Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
- (d) Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.

- (e) Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

2.3 PAYMENT PROCEDURE FOR CONSULTANT'S SERVICES: SCTA shall make payments to CONSULTANT on the basis of CONSULTANT's invoice to SCTA for work performed. CONSULTANT shall submit an invoice to SCTA on a monthly basis which shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to Paragraph 1.2 Subject to the provisions of Paragraph 5, SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA's determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA. Should SCTA fail to make timely payment, Consultant reserves the right to stop work until payment is received.

2.4 COMPLIANCE WITH FEDERAL CONTRACT COST PRINCIPLES AND PROCEDURES:

- a) The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- b) The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. or 2 CFR Part 200, are subject to repayment by CONSULTANT to the SCTA.
- d) All subcontracts in excess of \$25,000 shall contain the above provisions.

2.5 RETENTION FROM PAYMENTS TO CONSULTANT: The SCTA shall hold a retainage of five percent (5%) from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the SCTA of the contract work and pay retainage to CONSULTANT based on these acceptances.

3. EQUIPMENT PURCHASE:

- a) Prior authorization in writing, by SCTA's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

b) For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by SCTA's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c) Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SCTA shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit SCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SCTA procedures; and credit SCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by SCTA and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SCTA." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

d) All subcontracts in excess \$25,000 shall contain the above provisions.

4. **TERM OF AGREEMENT:** The term of this AGREEMENT shall be March 20, 2026 through June 30, 2030 unless terminated earlier in accordance with the provisions of Paragraph 5 below.

5. **TERMINATION:**

5.1 **TERMINATION WITHOUT CAUSE:** At any time and without cause, SCTA or CONSULTANT shall have the right to terminate this AGREEMENT by giving ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in Paragraph 5.3.

5.2 **TERMINATION FOR CAUSE:** Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the terms of this AGREEMENT, SCTA may terminate this AGREEMENT by giving CONSULTANT written notice of termination, stating the reason for termination. Consultant shall be given no less than five (5) business days to cure or substantially begin to cure any breach of this Agreement prior to termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of damage, if any, sustained by SCTA by virtue of CONSULTANT's breach of this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, such payment shall be limited to an amount which bears the same ratio to

the total payment specified in the AGREEMENT as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; and further provided that in the case of termination for cause, SCTA shall deduct from the sum otherwise due Consultant the amount of damage, if any sustained by SCTA by virtue of CONSULTANT's breach of this AGREEMENT. Such payment shall be made in the manner provided in Paragraph 5.3.

5.3 DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION: In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of Paragraph 16 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in Paragraph 2.3. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for that portion of such work and such reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred, within the limitations set out in Paragraph 5.2.

5.4 FUNDING REQUIREMENTS:

a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

b) This AGREEMENT is valid and enforceable only, if sufficient funds are made available to SCTA for the purpose of this contract. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SCTA's Board of Directors that may affect the provisions, terms, or funding of this contract in any manner.

c) It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

d) The SCTA has the option to void the contract under the 30-day cancellation clause, or by mutual AGREEMENT to amend the contract to reflect any reduction of funds.

6. INDEMNIFICATION: CONSULTANT agrees to defend, indemnify, hold harmless, and release SCTA and Caltrans, its officers, agents, and employees, from and against actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including CONSULTANT, to the extent caused by negligent performance or willful misconduct of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA and Caltrans, but excluding liability due to the extent of any such concurrent or sole negligence or the willful misconduct of SCTA and Caltrans. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In

addition, CONSULTANT shall be liable to SCTA and Caltrans for any loss or damage to SCTA and Caltrans property to the extent caused by CONSULTANT'S negligent performance or willful misconduct hereunder. The duty of CONSULTANT to indemnify and defend as set forth herein is limited for design professional services as provided in section 2782.8 of the California Civil Code as amended effective January 1, 2018.

7. **INSURANCE**: With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, sub-consultants, and other agents to maintain, insurance as described below:

7.1 **WORKERS' COMPENSATION INSURANCE**: Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

- (1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

7.2 **GENERAL LIABILITY INSURANCE**: Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- (1) "Sonoma County Transportation Authority, its officers and employees, and the State of California, its officers and employees, are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of this AGREEMENT."

- (2) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

- (3) "The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA."

- (4) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

7.3 **AUTOMOBILE INSURANCE**: Automobile liability insurance covering

bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

(1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

7.4 PROFESSIONAL LIABILITY INSURANCE: Professional liability insurance for all activities of CONSULTANT arising out of or in connection with this AGREEMENT in an amount no less than two million dollars (\$2,000,000.00) combined single limit for each claim. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

7.5 DOCUMENTATION: The following documentation shall be submitted to SCTA:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to SCTA's execution of this AGREEMENT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of SCTA's execution of this AGREEMENT.

7.6 POLICY OBLIGATIONS: CONSULTANT's indemnification and other obligations shall not be limited by the foregoing insurance requirements.

7.7 MATERIAL BREACH: If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this AGREEMENT, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this AGREEMENT pursuant to the provisions of Paragraph 5.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase the required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

7.8 MATERIAL CHANGE: A material change means any of the following changes to the policies during the term of the Policies: (i) a change in the Policy period; (ii) a material revision to, or removal of a coverage section; (iii) a reduction in the amount

of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses.

8. PROSECUTION AND PROGRESS:

CONSULTANT shall be authorized to proceed with the performance of this AGREEMENT upon the issuance by SCTA's Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the times or by the dates specified in Exhibit C. SCTA shall notify CONSULTANT in writing of any event requiring CONSULTANT to stop work hereunder. Upon receipt of such notice, CONSULTANT shall immediately stop work and shall not resume work until notified in writing by SCTA. Should CONSULTANT receive a stop work notification from SCTA or be delayed by other factors beyond the control of CONSULTANT, CONSULTANT shall be provided reasonable time extensions and accommodations if the CONSULTANT is unable to complete services in accordance with Exhibit C. CONSULTANT shall be responsible for managing contract time and completing all deliverables in accordance with Exhibits A and B.

8.1 CRITICAL PATH METHOD PROGRESS SCHEDULE: The CONSULTANT shall submit to SCTA practicable critical path method (CPM) progress schedules (hereinafter "Schedule") for the Scope of Services issued in conformance with this AGREEMENT.

Schedules shall show the order in which CONSULTANT proposes to complete the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. CONSULTANT is responsible for assuring that all activity sequences are logical; that sufficient time is provided to complete each deliverable, including sufficient review times by SCTA, Caltrans, and other agencies; and that each schedule shows a coordinated plan for complete performance of the deliverables.

Schedules shall include, but not be limited to, applicable activities that show the following:

- (1) salient features, or interfaces, including those with outside entities, that could affect time of completion;
- (2) the Notice to Proceed, the scheduled completion date, and milestone deliverables; and
- (3) development, delivery, review and approval of each deliverable.

Schedule activities shall include the following:

- (1) a clear and legible description;
- (2) start and finish dates;
- (3) a duration of not less than one working day, except for event activities;
- (4) at least one predecessor and one successor activity, except for the

- Notice to Proceed and finish milestones;
- (5) logical restraints;
 - (6) codes for responsibility; and
 - (7) deliverable task numbers.

CONSULTANT shall develop and submit to SCTA an initial baseline, monthly update and final update schedules, consistent in all respects with the time and order requirements specified in the Scope of Services. The initial baseline schedule shall be submitted within 30 calendar days of the Notice to Proceed. Monthly updates shall be submitted at each monthly progress meeting after submittal of the baseline schedule. Any revision to time and/or scope of the services shall be documented in the next monthly schedule update, subject to acceptance by SCTA. Acceptance shall not be unreasonably withheld. The final update shall be submitted with 30 days of acceptance of the final deliverable.

SCTA shall review schedules and shall notify CONSULTANT of unacceptable schedules, in writing, within 30 calendar days of receipt. All other schedules will be considered accepted. SCTA's review and acceptance of schedules shall not waive any contract requirements and shall not relieve CONSULTANT of any obligation thereunder or responsibility for submitting complete and accurate information. Errors or omissions on schedules shall not relieve the Contractor from finishing all deliverables within the time limit specified for completion of the services. If, after a schedule has been accepted by SCTA, either CONSULTANT or SCTA discover that any aspect of the schedule has an error or omission, it shall be corrected by CONSULTANT on the next update schedule.

8.2 DELAYS IN GENERAL: If the schedule's critical path is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to Paragraph 8.4. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

8.3 DELAYS CAUSED BY SCTA, CALTRANS, FHWA, OR OTHER REVIEWING AGENCIES OR RESPONSIBLE PARTIES: If the schedule's critical path is delayed by events caused solely by the action or inaction of SCTA, Caltrans, FHWA, other regulatory agencies reviewing CONSULTANT's work, or other responsible parties such delays will entitle CONSULTANT to an extension of time pursuant to Paragraph 8.4. The CONSULTANT shall notify SCTA of the delay within 15 calendar days of the beginning of the delay pursuant to Paragraph 9. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the delay, the extent of the delay, options to mitigate the delay, and the potential effect of the delay on completion of the schedule.

8.4 EXTENSIONS OF TIME: Extensions of time, when granted by SCTA, shall be based upon the effect of the delay on the schedule's critical path. SCTA shall extend the time for CONSULTANT's performance of this AGREEMENT by a number of days

equal to the number of days the schedule's critical path has been delayed. However, if an activity's duration or the schedule logic can be modified to mitigate the delay, mitigation shall be considered, in lieu of an extension of time.

9. CHANGES: Changes in scope of services constitute additional work to be performed by CONSULTANT, or a reduction of scope. In both cases, additions or deletions to the scope of work as outlined in Exhibit A, may be authorized in writing by SCTAs Executive Director, with concurrence by the SCTA Chairperson, subject to the following limitation: Changes in scope of work authorized by the Executive Director may not exceed \$50,000 in cost and thirty (30) calendar days per task. Any changes in the scope of services beyond the scope of the Executive Directors authority may be authorized in writing only by the board of directors of SCTA. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the board of directors of SCTA may authorize changes in the scope of services hereunder and SCTA staff are without authorization to order changes to the scope of services or to waive AGREEMENT requirements. Failure of CONSULTANT to secure the appropriate prior written authorization for changes in the scope of services shall constitute a waiver of any and all right to adjustment in the AGREEMENT price or AGREEMENT time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization.

10. DISPUTES: CONSULTANT shall notify SCTA in writing of any dispute or potential dispute (hereinafter "dispute") within 15 business days after the knowledge or happening of the event, thing, occurrence or other cause, giving rise to the dispute. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the dispute, the nature of the dispute, the potential effect of the dispute on the completion of the Contract, cost data, and any relevant Contract language in support of the dispute. If a dispute arises out of or relates to this AGREEMENT, or an alleged breach thereof by either Consultant or SCTA, and if the dispute cannot be settled through negotiation, before resorting to litigation, the SCTA and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- I. The mediation shall be conducted in Santa Rosa, California.
- II. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- III. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

11. REPRESENTATIONS OF CONSULTANT:

11.1 STANDARD OF CARE: SCTA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this AGREEMENT. CONSULTANT hereby represents that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of the Caltrans and FHWA standards, and all other applicable federal, state, and local laws, ordinances, rules, and regulations, it being understood that acceptance of CONSULTANT's work by SCTA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to SCTA pursuant to this AGREEMENT will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

11.2 FAMILIARITY WITH WORK: CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work, including, without limitation, any controversial aspects of the scope of services issued under Exhibit A, the likelihood of extensive comments, and the need for the deliverables under Exhibit A to be thorough and complete.

11.3 STATUS OF CONSULTANT : The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this AGREEMENT pursuant to Paragraph 5, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees.

11.4 TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this AGREEMENT and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish SCTA with proof of payment of taxes on these earnings.

11.5 COST DISCLOSURE: In accordance with Government Code section 7550, CONSULTANT agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the Project.

11.6 NATIONAL LABOR RELATIONS BOARD CERTIFICATION: In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of

court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

11.7 CONFLICT OF INTEREST:

a) The CONSULTANT shall disclose any financial, business, or other relationship with SCTA that may have an impact upon the outcome of this contract, or any ensuing SCTA construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing SCTA construction project, which will follow. If requested to do so by SCTA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a "Statement of Economic Interest" with SCTA disclosing CONSULTANT's or such other person's financial interests.

b) The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

c) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

d) The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

e) Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided environmental or preliminary design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

11.8 NONDISCRIMINATION: CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

11.9 SUBCONTRACTED SERVICES:

a) The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the SCTA's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

b) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

c) Any substitution of subcontractors must be approved in writing by the SCTA's Contract Manager. Approval shall not be unreasonably withheld.

11.10 COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, SCTA shall have the right to annul this AGREEMENT without liability, or at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.11 DEBARMENT AND SUSPENSION CERTIFICATION:

a) The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the SCTA.

b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

11.13 PROHIBITION OF EXPENDING SCTA STATE OR FEDERAL FUNDS FOR LOBBYING:

a) The CONSULTANT certifies to the best of his or her knowledge and belief that:

i. No state, federal or SCTA appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or

attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative AGREEMENT.

ii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative AGREEMENT; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

c) The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

11.14 STATEMENT OF COMPLIANCE:

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

12. CLAIMS FILED BY SCTA'S CONSTRUCTION CONTRACTOR:

a) If claims are filed by SCTA's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the SCTA's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

b) CONSULTANT's personnel that the SCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the SCTA. Consultation or testimony will be reimbursed at the same rates,

including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

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

d) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. RECORDS & AUDIT:

13.1 RETENTION OF RECORDS/AUDIT: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the SCTA shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, SCTA, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

13.2 AUDIT REVIEW PROCEDURES:

a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by AGREEMENT, shall be reviewed by the SCTA's Executive Director.

b) Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the SCTA's Executive Director of unresolved audit issues. The request for review will be submitted in writing.

c) Neither the pendency of a dispute nor its consideration by the SCTA will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

14. DEMAND FOR ASSURANCE: Each party to this AGREEMENT undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this AGREEMENT, but also conduct with respect to other AGREEMENTs with parties to this AGREEMENT or others. After receipt of a justified demand, failure to provide within a reasonable time,

but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this AGREEMENT. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

15. **ASSIGNMENT AND DELEGATION**: Except as otherwise provided herein, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this AGREEMENT without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party has so consented.

16. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO SCTA: Margot Ocanas, Senior Transportation Planner
David Ripperda, Director, Projects & Programming
Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404

TO CONSULTANT: **Notices to:**

Mia Candy, Project Manager
Shannon Hake, Principal
TDG Engineering, Inc.
One Inventa Place
West Tower, Suite 950
Silver Spring, MD 20910

Payments to:

EFT (ACH or Wires):
Remittance Email:
accounts.receivable@tooledesign.com

and when so addressed, shall be deemed given upon personal delivery, facsimile proof, or deposit into the possession of said delivery service or the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this Paragraph 16.

17. **CONFIDENTIAL INFORMATION**:

a) All financial, statistical, personal, technical, or other data and information relative to the SCTA's operations, which are designated confidential by the SCTA and

made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

b) Permission to disclose information on one occasion, or public hearing held by the SCTA relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

c) The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the SCTA's actions on the same, except to the SCTA's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

d) The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the SCTA, and receipt of the SCTA'S written permission. However, notwithstanding the foregoing, nothing herein shall prevent Consultant from referencing its work under this Agreement in future marketing material with prior consent.

e) Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

f) All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the SCTA.

g) Obligations of confidentiality expressed herein shall not apply to any information disclosed which: (i) can be shown to be widely known and readily accessible to the public; (ii) can be shown from CONSULTANT files to have been known to CONSULTANT prior to any disclosure hereunder; (iii) can be shown to have been received by CONSULTANT from a third party without obligation of confidentiality; or (iv) is required to be disclosed by law or judicial or administrative order; provided however, that CONSULTANT shall give SCTA timely notice of such mandate prior to the submission of said confidential information, and provided further, that CONSULTANT shall reasonably cooperate with lawful efforts of SCTA might take to intervene in any such proceedings or to otherwise prevent such disclosure.

18. ASSIGNMENT OF RIGHTS: Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this AGREEMENT. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this AGREEMENT, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

19. OWNERSHIP AND DISCLOSURE OF WORK PRODUCT. All reports, original

drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this AGREEMENT shall be the property of SCTA. Ownership shall not extend to Consultant’s underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant’s deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this AGREEMENT. Upon expiration or termination of this AGREEMENT, Consultant shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. Should SCTA reuse or modify Consultant’s documents without prior consent, SCTA shall indemnify and hold the Consultant harmless from and against any claim, proceeding, cause of action, damage, cost or expense that directly results from any deviation from or changes to the Consultant’s Instruments of Service. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this AGREEMENT without the express written permission of SCTA.

20. MISCELLANEOUS PROVISIONS:

20.1 NO WAIVER OF BREACH: The waiver by any affected party of any breach of any term or promise contained in this AGREEMENT shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this AGREEMENT.

20.2 CONSTRUCTION: To the fullest extent allowed by law, the provisions of this AGREEMENT shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONSULTANT and SCTA acknowledge that they have each contributed to the making of this AGREEMENT and that, in the event of a dispute over the interpretation of this AGREEMENT, the language of the AGREEMENT will not be construed against one party in favor of the other. CONSULTANT and SCTA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this AGREEMENT. The parties acknowledge that SCTA issued a Request for Qualifications (RFQ), attached hereto as Exhibit D and incorporated herein by this reference, and CONSULTANT submitted a Proposal, attached hereto as Exhibit A and incorporated herein by this reference.

20.3 CONSENT: Wherever in this AGREEMENT the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

20.4 NO THIRD PARTY BENEFICIARIES: Nothing contained in this AGREEMENT shall be construed to create and the parties do not intend to create any rights in third parties.

20.5 APPLICABLE LAW AND FORUM: This AGREEMENT shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this AGREEMENT or for the breach thereof shall be brought and tried in the County of Sonoma.

20.6 CAPTIONS: The captions in this AGREEMENT are solely for convenience of reference. They are not a part of this AGREEMENT and shall have no effect on its construction or interpretation.

20.7 MERGER: This writing is intended both as the final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the AGREEMENT pursuant to Code of Civil Procedure section 1856. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20.8 TIME OF ESSENCE: Time is and shall be of the essence of this AGREEMENT and every provision hereof.

20.9 NUMBER AND GENDER: Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

20.10 DAY AND BUSINESS DAY: Wherever used herein, the term “day” shall mean any calendar day, and the term “business day” shall mean any calendar day on which the offices of SCTA are open for regular business.

20.11 PREVAILING WAGES: CONSULTANT is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815, as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. CONSULTANT agrees to fully comply with such Prevailing Wage Laws for any services provided hereunder which are subject to such Prevailing Wage Laws, and agrees to require such compliance from subcontractors it utilizes for such services. Pursuant to Labor Code Section 1775(b)(1), CONSULTANT shall provide to each such subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Copies of the prevailing wage rate of per diem wages are on file with SCTA and will be made available to any person upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services provided hereunder available to interested parties upon

request, and shall post copies at the CONSULTANT'S principal place of business and at the project site.

21. SUBCONTRACTORS:

21.1 SUBCONTRACTORS:

a) Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

b) Any subcontract in excess of \$25,000, entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this AGREEMENT to be applicable to subcontractors.

c) Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.

d) Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

21.2 Prompt Payment of Funds Withheld to Subcontractors:

a) The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor.

21. ASSURANCES:

22.1 ASSURANCES:

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

- i. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- ii. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- iii. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- iv. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- v. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - vi. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - vii. cancellation, termination or suspension of the Agreement, in whole or in part.
- viii. Incorporation of Provisions: CONSULTANT shall include the provisions of Paragraphs (1) through (6) in every sub-agreement, including procurements of

materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

22.2 NON-DISCRIMINATION ASSURANCES:

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

Pertinent Non-Discrimination Authorities:


- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973,

by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

CONSULTANT

DATED: Mar 23, 2026 By: 
Roswell Eldridge (Mar 23, 2026 16:23:59 EDT)
Principal, TDG Engineering, Inc
Affiliate of Toole Design Group, LLC

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: Mar 24, 2026 By: 
Ariel Kelley (Mar 24, 2026 18:47:09 PDT)
Chair, SCTA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY SCTA:

DATED: Mar 24, 2026 By: 
James R. Cameron, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: Mar 23, 2026 By: 
Adam Brand (Mar 23, 2026 13:44:58 PDT)
SCTA Counsel

EXHIBIT A: SCOPE OF SERVICES

TASK 1: DEMONSTRATION PROJECTS (Pre-NEPA)

TASK 1.1: NEPA/CEQA ENVIRONMENTAL CLEARANCE AND PRELIMINARY DESIGN

TASK 1.1.1: PROJECT MANAGEMENT (TASKS 1.1 AND 1.2)

This Project Management subtask supports both Task 1.1 (NEPA/CEQA Environmental Clearance and Preliminary Design) and Task 1.2 (Outreach and Engagement). Project management activities under this subtask are intended to provide integrated coordination, scheduling, communication, and reporting across all technical, design, and engagement activities conducted under Tasks 1.1 and 1.2.

Project Management Plan(s)

Toole Design will prepare a single, consolidated Project Management Plan (PMP) with jurisdiction-specific subsections. We will prepare a draft PMP excel document in advance of the Kickoff meetings. We will review the PMP during the kickoff meetings and refine as needed. We will update the PMP throughout the project to ensure all tasks are on track, manage parallel workflows, and plan for major milestones.

The consolidated PMP will establish a shared project framework including:

- A unified project schedule, including key workflows and dependencies, and alignment with grant reporting timeline
- A major deliverable tracker, including deadlines for draft and final versions
- Communication protocols
- Defined roles and responsibilities for SCTA, consultant, and local agency staff
- QA/QC procedures
- Documentation and reporting protocols (e.g., decision log, change management, progress reporting)

Jurisdiction-Specific PMP Sections will include:

- Roles and responsibilities and points of contact for local agency staff, consultant team, SCTA, and SCBC
- Site locations and project limits
- Jurisdiction-specific schedules and milestones
- Engagement expectations and coordination needs
- Unique constraints, risks, or considerations affecting implementation

Project Coordination Meetings

Project Kickoff Meetings

At project initiation, we will conduct two kickoff meetings:

- **Kickoff #1 – Project Management Team (PMT):** The PMT includes SCTA Staff and the Toole Design Team. This kickoff will focus on overall project goals, contract logistics, schedule alignment, communication protocols, and data needs. This meeting will be virtual, unless there is an opportunity to consolidate the meeting with other site visit needs.
- **Kickoff #2 – Interagency Working Group (IAWG):** The IAWG includes SCTA Staff, the Toole Design team, and Project Leads from each local agency. This kickoff focuses on shared project goals, roles and responsibilities, and review of the PMP structure and draft schedule. During this meeting, we will share a draft Agency Roles and Responsibilities framework that specifies expectations for each agency. This meeting will be held in person.

Ongoing Project Coordination Meetings

We will conduct the following project coordination meetings:

- Up to 56 Biweekly PMT meetings (up to 56, 1-hour meetings, attended by up to two (2) consultants)
 - » Assumes biweekly meetings for the first 18 months, and monthly meetings thereafter, particularly in 2028 when work will be focused on construction
- Up to 30 Monthly IAWG meetings (up to 30, 1.5-hour meetings, attended by up to two (2) consultants)
 - » Assumes monthly for the first 24 months and quarterly or as needed thereafter
- Up to 60 Jurisdiction-specific coordination meetings, (up to 60, half-hour meetings, attended by one (1) consultant)
 - » Assumes approximately one 1:1 call with each of the five agencies per quarter, as needed

Project coordination meetings are assumed to be virtual, unless otherwise noted. We will work with SCTA to identify which meetings are best conducted in person. After each meeting, we will distribute key action items.

SCTA will support scheduling of recurring PMT and IAWG meetings and distribution of calendar invitations.

Project Management Tools and Documentation

We will maintain a structured suite of project management tools to ensure transparency, accountability, and predictable delivery, including:

- An integrated project schedule with jurisdiction-specific sub-tasks, maintained in Microsoft Project and shared regularly
- A decision log documenting key decisions, rationale, and responsible parties
- An action item tracker that documents assignments, responsibilities, and timelines (with 30 or 60-day outlook), and documenting the completion of major assignments and reasons for any changes to timelines
- A shared document management platform (e.g., SharePoint or Google Drive) with clearly defined access and version control

Quality Assurance/Quality Control

QA/QC will be integrated throughout the project. Toole Design will apply its standard two-phase review process:

- Senior technical review for accuracy, consistency, and sound methodology
- Principal-level review to confirm conformance with applicable standards and best practices

All deliverables, including those from our subconsultants, will undergo QA/QC prior to submittal.

Reporting

We will submit monthly progress reports and invoices that are itemized and prepared to SCTA standards. Each invoice packet will document:

- Billing by subtask for Toole Design and all subconsultants
- A summary table of budget spent, budget remaining, and budget percent remaining by subtask
- Itemized spending on Direct Costs
- Work conducted, and major deliverables completed and submitted by subtask. We will document in writing when each subtask has been fully invoiced.
- Work conducted by Toole Design versus subconsultants

TASK 1.1.1 DELIVERABLES:

- Single, consolidated PMP with jurisdiction-specific subsections
- Kickoff meeting materials and action items (2)
- Up to 56 biweekly 1-hour PMT meetings
- Up to 30 monthly 1.5-hour IAWG meetings
- Up to 60 quarterly 0.5-hour agency check-in calls
- Monthly progress reports and invoices

TASK 1.1.2: PROJECT REFINEMENT

At the time of contracting, there are some outstanding questions about the final project locations and demonstration facility types (particularly in Santa Rosa and Petaluma). As one of the earliest steps in the project, Toole Design will lead a structured refinement process with SCTA and each of the five jurisdictions to finalize the scope, objectives, location, limits, and treatment elements of each demonstration project.

This process will:

- **Align project scopes with available budgets:** it will be critical to ensure that the scale of each design project can be achieved within available project resources *and* to ensure that early cost estimates for material procurement align with available City funding for purchasing.
- **If necessary, prioritize demonstration project locations and treatments** based on documented safety needs (LRSPs, corridor plans, Vision Zero analyses, and the Sonoma County Vision Zero Data Dashboard, community priorities and readiness)
- **Establish a pop-up and demonstration project materials palette** and confirm with local agencies which materials they are currently using, which they are interested in procuring, and which they are not considering, and which pop-up materials the consultant will procure. We will provide agencies with a matrix identifying which materials are best suited for pop-up versus quick build projects.
- **Confirm design format and level of detail:** Toole Design will share sample pop up site engineering and traffic control plans, and demonstration project Preliminary Design and Final Design packets for similar projects in California and confirm that the level of detail meets agency expectations. For Petaluma and Santa Rosa, we will ensure the Preliminary Design Packet is structured for seamless handoff.
- **Confirm the preferred location and extent of each pop-up event** (for Windsor, Petaluma, and Rohnert Park)

During the first Interagency Working Group (IAWG), we will focus on supporting each agency to consider these factors and finalize their demonstration scope. Based on the refined scopes, we will assess the need for additional data collection. Where needed, we will prepare a jurisdiction-specific data collection plan and review it with the SCTA and appropriate city staff prior to initiating collection.

SCTA will confirm available funding allocations per jurisdiction and will communicate any budget adjustments that affect project scope. Participating jurisdictions will support scope refinement by confirming local priorities, constraints, material preferences, and operational considerations, and by coordinating internal review of proposed demonstration elements.

TASK 1.1.2 DELIVERABLES:

- Refined demonstration project scopes

TASK 1.1.3: POP-UP DESIGN

To establish a foundation for a long-term, countywide pop-up program, our design approach emphasizes repeatability, ease of deployment, and clear documentation. The Toole Design team will support consistent pop-

up delivery across three jurisdictions (Windsor, Rohnert Park, and Petaluma). This task includes:

- Standardized engineering and traffic control plans for the pop-up events
- Art and placemaking recommendations and installation guides for each pop-up event
- Documentation of event workflows, staffing roles, and permitting considerations
- One (1) coordinated field visit to each of the three pop-up locations (Windsor, Rohnert Park, and Petaluma) with the Toole Design Team, SCTA, and jurisdiction staff to review existing conditions, confirm site constraints, discuss traffic control and material staging considerations, and inform refinement of site engineering and traffic control plans.

We will convene an IAWG pop-up working session with Windsor, Rohnert Park, and Petaluma to establish shared expectations and standards, such as traffic control detail, preferred materials, opportunities for material sharing, and communication and engagement strategies. While pop-ups will be tailored to local context, this shared framework will streamline delivery and reduce costs. Based on the outcomes of this working session, we will coordinate with each pop-up jurisdiction to confirm event details, permitting requirements, and schedules, and prepare site engineering plans and traffic control plans.

Pop-up design will be coordinated with development of the Pop-Up Kit of Parts described in Task 1.2.4 to support consistency, reusability, and efficient deployment across jurisdictions. Site engineering and traffic control plans will be informed by the modular materials, standardized installation methods, and ADA considerations established through the Kit of Parts framework.

Pop-up designs will identify appropriate applications of Kit of Parts elements—such as modular curbing, delineators, surface treatments, furnishings, and signage—to meet project goals while maintaining safe operations and accessibility for project team pop-up installation and breakdown and pop-up event participants. Design documentation will emphasize repeatable layouts and standardized installation and removal methods where feasible, supporting efficient implementation by jurisdiction staff and partners.

TASK 1.1.3 DELIVERABLES:

- Pop-up site engineering and traffic control plans
- Material palettes, paint pattern options, and installation diagrams for art and placemaking materials

TASK 1.1.3 ASSUMPTIONS:

- The SCTA will provide one round of consolidated and non-conflicting comments for all deliverables

TASK 1.1.4: DEMONSTRATION PROJECT DESIGN

Preliminary Design (15%-30%)

The 15–30% preliminary design phase is intended to define design intent and project limits to support environmental clearance, stakeholder confirmation, and planning-level cost estimation. It is not intended to produce uniform construction-ready plan sets for every location.

For each demonstration project, the level of preliminary design documentation will be scaled to project complexity, repetition of treatment types, and available budget. Deliverables may range from corridor-level conceptual layouts and representative cross sections to more detailed 30% plan-view sheets with preliminary signing and striping. To support efficiency, streamline review, and maintain schedule and budget, plans will use a consistent plan format, graphic standards, and AutoCAD layer structure across all five jurisdictions. This standardized approach will facilitate cross-jurisdictional coordination and review while allowing city-specific requirements to be incorporated within a common framework.

All projects will include sufficient documentation to:

- Define limits of work and key design elements
- Support CEQA/NEPA clearance
- Develop planning-level cost opinions
- Inform stakeholder review and interagency coordination

In summary, plans may include:

- Conceptual layouts with limits and key elements
- Cross sections
- Preliminary signing and striping plans
- Typical sections and material palettes
- Preliminary utility conflict identification, if applicable
- Phasing or staging concepts, as needed

To support development of preliminary sign and striping plans, we will compile available data to develop a basemap, using aerial imagery, right-of-way and parcel data, as-builts, and existing survey information provided by each jurisdiction. Features will be measured relative to existing conditions shown on aerial imagery; no new survey data will be collected as part of preliminary design. Additional data needs will be evaluated based on project context. These plans will generally include plan-view layouts at an appropriate engineering scale (e.g., 1"=20' or 1"=40'), typical sections, and conceptual details sufficient to illustrate proposed treatments, materials, and operational intent. The drawings will not be suitable for bidding or permit issuance without further design development. Plans will include sufficient detail to support environmental review while maintaining flexibility to respond to findings and avoid predetermining outcomes prior to NEPA clearance. Preliminary design does not include detailed potholing, utility relocations, drainage calculations, signal design, structural design, or final traffic control plans beyond conceptual staging.

Where multiple locations involve similar treatments, such as Santa Rosa, we will prioritize development of standardized typical plans and treatment details that can be applied across sites, supplemented by site-specific exhibits identifying limits and contextual considerations. We will prepare planning-level cost opinions using recent local bid data and AACE International Standards. Plans and cost opinions will be submitted to each jurisdiction for review, with comments documented and addressed.

Selective field walk-throughs will be coordinated with SCTA and jurisdiction staff to inform preliminary design development. The project team will prioritize visits to more complex corridors, locations with constrained right-of-

way, operational or access considerations, or where existing data is limited. These visits will focus on verifying existing conditions, confirming project limits, identifying potential constraints, and discussing implementation considerations to support development of 15–30% plans. For other locations, preliminary design will rely on available aerial imagery, GIS data, as-builts, and coordination with jurisdiction staff.

Preliminary Technical Analyses and Concept Evaluation

As part of the 15%–30% preliminary design phase, we will compile and assess available data to inform design development, technical analyses, and future evaluation of demonstration projects. We will review existing data sources and identify gaps relative to the Countywide Measures of Effectiveness (MOEs) established in coordination with the Interagency Working Group (IAWG). Jurisdictions, coordinated by SCTA, will provide available baseline data (counts, crash records, GIS layers, speed studies, etc.). The Consultant Team will identify additional data needs and conduct supplemental data collection where necessary.

Where existing information is insufficient, we will identify, plan, and where appropriate conduct pre-installation (before) data collection to document baseline conditions. Data collection methods may include manual user counts by mode (using SCTA's in-house counters), speed observations, yielding behavior observations, photo or video documentation, and brief user perception surveys. These baseline data will be collected using methods intended to be comparable to post-installation data collection under Task 2.2, enabling meaningful before/after evaluation of changes in safety-related conditions, operations, and user experience.

The pre-installation data collection process will be coordinated with each jurisdiction to align with access, staffing, and schedule constraints and will be timed to reflect representative operating conditions. Data collection protocols will be documented to support consistency across jurisdictions and to ensure comparability with post-installation evaluation activities.

In parallel, supporting preliminary engineering studies and planning-level technical analyses will be conducted as part of 15%–30% plan development to evaluate different design approaches at a conceptual level, as needed. These analyses may include desktop reviews using existing data and GIS mapping, traffic and geometric studies, preliminary utility identification, and alternatives analysis. Parking occupancy analysis will be performed in locations where proposed treatments are expected to affect parking supply or utilization.

TASK 1.1.4 DELIVERABLES:

- 15-30% Preliminary Design plans for each demonstration project with the option to create typical plans for projects in Santa Rosa
- Jurisdiction-specific data collection plans (as needed)
- Pre-installation baseline datasets (counts, observations, photo/video documentation, as applicable)
- Before-conditions technical memorandum or summary tables to be used as the baseline for Task 1.4.5 evaluation
- Planning-level cost opinions

TASK 1.1.4 ASSUMPTIONS:

- SCTA and local City staff will provide one round of consolidated and non-conflicting comments for all deliverables

TASK 1.1.5 ENVIRONMENTAL CLEARANCE

The Toole Design Team, led by MNS, will support SCTA and local agency staff secure the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) clearance for the selected projects. Key steps in this process include:

- Engaging Caltrans, including providing necessary project information to evaluate what documentation is required for clearance
- Supporting SCTA and the local agencies to refine project scopes to avoid triggering additional CEQA and NEPA documentation (where possible)
- Preparing documentation and exhibits for a CEQA Categorical Exemption and NEPA Categorical Exclusion
- Coordinating with SCTA to determine a path forward, should more complex documentation be required, including additional reports.

To maintain the project schedule, we will proactively manage NEPA/CEQA clearance. The intent is for all demonstration projects to qualify for applicable statutory or categorical exemptions. Early in project development, the team will support participating agencies in evaluating whether proposed demonstration activities are likely to fall within standard CEQA and NEPA exemptions or may present a risk of triggering additional environmental review. Where potential risks are identified, we will help agencies refine project scope, design, or implementation approaches to maintain eligibility for exemptions where feasible.

The team will coordinate closely with the City of Santa Rosa to ensure that systemic treatment activities are planned and implemented in a manner that avoids impacts to sensitive resources, including Tribal cultural resources and Tribal lands, and is consistent with applicable consultation requirements.

CEQA Compliance: Categorical Exemption

Our fee assumes preparation of a statutory CEQA exemption for the temporary demonstrations under SB 288 and SB 922, which provide exemptions for specified pedestrian, bicycle, and related transportation projects consistent with Public Resources Code Section 21080.25 and remain effective through January 1, 2030. We will prepare a memorandum for inclusion in the SCTA Board staff report documenting how the project qualifies for the statutory exemption, including required exhibits such as project area maps and planning-level cost opinions. We will coordinate with SCTA and Caltrans, as needed, to determine whether alternative CEQA documentation—such as a Negative Declaration, Mitigated Negative Declaration, or an addendum to the General Plan—is required or preferred.

NEPA Compliance

NEPA clearance is assumed to be a categorical exemption with Caltrans as the federal lead agency involving coordination and outreach with Caltrans and preparation of a Project Environmental Studies (PES) form with consultation with Caltrans to determine the environmental path forward and the required technical studies. Our scope assumes preparation of initial NEPA environmental documents for Caltrans to be formalized after completion of the PES form.

Additional or Alternative NEPA Documentation

If unanticipated issues arise that require support beyond routine exemption documentation or coordination, the project team will work with SCTA to determine whether additional funds are needed to prepare that documentation.

TASK 1.1.5 DELIVERABLES:

- CEQA Statutory Exemption documentation and supporting exhibits
- NEPA Categorical Exclusion and supporting exhibits
 - » Preliminary Environmental Study (PES) form

- » Additional Technical Reports TBD upon Lead Federal Agency coordination (but not included in this scope)

TASK 1.1.5 ASSUMPTIONS:

- SCTA will serve as the primary liaison to local tribal organizations, Caltrans District 4 Local Assistance, FHWA, and other state or federal oversight agencies for purposes of environmental clearance.
- MNS will prepare the required technical studies, documentation, and supporting materials; however, formal submittals, agency correspondence, and coordination regarding review timelines and approvals will be led by SCTA.
- The Toole Design and MNS will support SCTA in meetings and provide technical responses to agency comments, as requested.
- The project team will pursue CEQA statutory exemption and NEPA categorical exclusion for environmental clearance.
- The project fee does not include preparation of additional technical reports that may be required by the Lead Federal Agency, beyond the supporting exhibits for the CEQA Exemption and NEPA Exclusion
- SCTA will be responsible for printed copies of documentation, filing fees, and in-person meetings

TASK 1.2: OUTREACH AND ENGAGEMENT

Our outreach and engagement approach is designed to ensure demonstration projects reflect local priorities, accessible and inclusive, and build lasting support for implementation. Engagement activities will be consistent across jurisdictions while remaining responsive to local context, demographics, and community partners.

TASK 1.2.1: COUNTYWIDE AND JURISDICTION- SPECIFIC ENGAGEMENT PLANS

The Toole Design team will prepare a single excel-based Countywide Outreach and Engagement Plan (COEP) that establishes the shared framework, tools, and expectations for engagement across all five jurisdictions. The COEP will define:

- Engagement goals and guiding principles
- Countywide stakeholders and CBO partners
- Engagement tools and formats applicable across communities
- Multilingual access and inclusion standards
- Media and communications strategy
- Evaluation methods for pre-demonstration engagement
- Countywide engagement schedule and sequencing

Building from the COEP, we will prepare five Jurisdiction-Specific Engagement Plans (JSEPs) that tailor the framework to local conditions.

Each JSEP will include:

- Community context and priority populations
- Local partners and CBO networks
- Context-appropriate engagement tools
- Local media and messaging channels
- Translation needs and staffing approach
- Community-specific schedule aligned with local events

The Toole Design team will work with the Sonoma County Bicycle Coalition through a CBO-compensation model (paid as a vendor stipend) to get SCBC staff input on the stakeholder database for the county and each

jurisdiction. We will also request the stakeholder databases and contacts from prior planning and design efforts from each jurisdiction.

The engagement plans will also define what level of engagement is feasible withing the constraints of the project budget, overall, and for each individual community.

TASK 1.2.1 DELIVERABLES:

- COEP and five JSEPs (Excel)

TASK 1.2.2: PRE-DEMONSTRATION ENGAGEMENT EVENTS

This task will focus on smaller-scale, targeted outreach activities intended to notify residents and stakeholders of upcoming demonstration projects and provide clear, accessible information about anticipated changes.

Pop-up events under Task 1.2.3 will serve as the primary form of interactive, in-person engagement for Petaluma, Rohnert Park, and Windsor. Activities under Task 1.2.2 will therefore emphasize project awareness, transparency, and direct notification rather than broad concept development or extensive facilitated dialogue.

Potential Outreach Formats (Small-Scale and Flexible):

- Formats will be tailored to each jurisdiction's needs and may include:
 - » Developing visual representations of the demonstration design
 - » Informational tabling at an existing community event (e.g., farmers market, school event)
 - » Brief presentations at standing meetings (e.g., City Council, commissions, neighborhood associations, business groups)
 - » Distribution of informational flyers or door hangers to adjacent properties
 - » Email or e-newsletter content for jurisdiction distribution
 - » Social media graphics and messaging toolkits for agency use
 - » "What's Changing and Why" one-page fact sheets
 - » Project update postcards announcing upcoming construction following a pop-up event
 - » On-site signage installed in advance of demonstration implementation
 - » Stakeholder briefings with key corridor businesses, schools, or institutional partners
 - » Virtual information sessions (if warranted)

Events and materials will be coordinated with local jurisdictions and the Sonoma County Bicycle Coalition, as appropriate, and translation services will be provided consistent with Task 1.2.6. The level of effort for pre-demonstration engagement in each city will be documented in the JSEPs.

TASK 1.2.2 DELIVERABLES:

- Up to five (5) targeted, small-scale outreach efforts in advance of demonstration project installation
- Concise informational materials for each demonstration project (fact sheet, graphic, or equivalent)
- Summary of key input received (as applicable)
- Translated materials and/or interpretation as identified in the COEP and JSEPs

TASK 1.2.3: POP-UP EVENTS

The team will deliver three pop-up events that combine sound engineering with creative, community-centered engagement. Leveraging HERE's creative expertise, Toole Design's pop-up experience, and Leshner's community relationships, pop-ups will function as both technical demonstrations and inclusive public spaces. We will work with SCTA to set parameters on each event in alignment with available project resources. The project fee assumes that the first pop-up will require the greatest level of effort and will be the focus of much of the marketing and promotion, community engagement, documentation (video), and materials procurement. The

second two pop-ups will build on the success of the first to implement both more efficiently and with fewer project resources. We will re-use as many materials as possible for each pop-up event.

Key elements include:

- A multijurisdictional Pop-Up Working Group to establish shared standards and practices. During this meeting we will set clear expectations for roles and responsibilities and work through common risks and delays including permitting, traffic control, and material storage.
- Site engineering and traffic control plans for each pop-up event developed under Task 1.1.3. Note that the Toole Design Team will provide traffic control plans/ permits for roadway lane closures needed for installation, but the applicable agency/ jurisdiction would implement the traffic control themselves via their own staff, a police detail, or their own hired traffic control contractor.
- Material procurement for all single-use materials including items like paint, tape, and spray chalk that will need to be purchased for each of the three events. We will start with the materials already purchased by SCBC (roofing paper, gorilla tape, and spray paint) and supplement any missing items. We will also work with local businesses to procure artistic and naturalist materials.
- Coordination with local CBOs (including the Sonoma County Bicycle Coalition), schools, and neighborhood groups to create event programming that reflects community identity and supports hands-on participation
- Full event-day logistics, setup, and breakdown support. Note that to comply with Toole Design's insurance and liability framework, the temporary pop-up materials must be lightweight and installed when the street is fully closed to vehicular traffic.
- On-site evaluation and post-event documentation
- Training and knowledge transfer to jurisdiction staff

One of the primary goals of the pop-up events and the Kit of Parts (1.2.4) is to determine the feasibility of a long-term Kit-of-Parts Library for Sonoma County, including the use of one-day pop-up events as a standard engagement strategy in the County. During Task 2.2.3 (Pop-Up Event Evaluation), we will document what worked, key challenges, and recommendations for the future of these events in Sonoma County.

SCTA and participating jurisdictions will secure required local permits and fee waivers. Toole Design will prepare supporting documentation.

TASK 1.2.3 DELIVERABLES:

- Three (3) pop-up demonstration events, including all planning, materials, evaluation, and summaries
- Single-use materials procurement for each event

TASK 1.2.4: POP-UP KIT OF PARTS

The Toole Design team will work with the SCTA Project Manager to create a creative, modular Kit of Parts that is visually engaging and reusable to support the one-day pop-up events and possibly a long-term Kit-of-Parts Library.

The Toole Design Team will prepare recommended Kit of Parts materials and standardized methods for installation and removal of one-day treatments, including consideration of ADA compliance. The Kit of Parts will be informed by the draft list of treatment recommendations prepared by each jurisdiction and refined through coordination with participating jurisdictions. These recommendations will be presented to the Pop-Up Working Group(s) for review and approval. Following approval, Toole Design will finalize and inventory materials and quantities to be procured by Toole Design. Materials will be distinguished from items that will be supplied by participating jurisdictions and SCBC (such as existing traffic cones, delineators, etc.).

Prior to purchasing the KOP materials, the Toole Design team will identify roles and responsibilities for transportation planning, public works or field crews, enforcement, and other relevant departments—to support installation, event operations, and removal of Kit of Parts treatments.

Toole Design will work with SCTA to determine the feasibility of a long-term Kit of Parts Library. This includes researching options for a Kit of Parts manager (e.g., a community-based organization or other suitable entity). If applicable, Toole Design will prepare a draft agreement to formalize protocols for Kit of Parts storage, maintenance, replacement, and loaning procedures for future jurisdictional use. Alternative strategies include donating the materials to a local organization or business.

TASK 1.2.4 DELIVERABLES:

- Draft and final Kit of Parts materials list and vendor/sourcing information
- Purchasing re-usable Kit of Parts materials
- Formalized kit of parts storage, loan, and installation and maintenance protocols
- Partner agreement for Kit of Parts management (if applicable)

TASK 1.2.5: DEMONSTRATION PROJECT SHOWCASE VIDEOS

We will produce one (1) short showcase videos (≤3 minutes) to document project goals, community engagement, and demonstration outcomes, with a focus on one of the pop-ups events (likely the first or most robust pop-up). Our fee estimate assumes that we will use a combination of third-party vendors to collect high-quality video footage (including audio) and drone footage, and consultant and amateur CBO footage and photographs to retain grassroots “feel” for the videos. We will work with SCTA to determine a plan for editing and postproduction based on available budget. We will identify creative strategies for low-cost editing and production – possibly including leveraging local community members, CBOs, or interns.

The video may include:

- Project purpose and safety goals
- Pop-up and installation footage
- Community and stakeholder interviews (bilingual where appropriate)
- Before/after graphics and explanatory overlays

The final video will be formatted for web, social media, and future grant applications.

TASK 1.2.5 DELIVERABLES:

- Up to one (1) pop-up demonstration showcase video (≤3 minutes each)

TASK 1.2.6: TRANSLATION

The project budget assumes up to \$8,000 for third party translation and interpretation. During Task 1.2.1 (engagement plans), we will work with SCTA and local agencies to understand their communities’ unique language needs and develop a plan to ensure we are providing adequate opportunities for participation and engagement by limited-English proficiency residents. This may include translating written materials, ensuring Spanish-speaking staff are on site during pop-ups and pre-demonstration engagement events, or providing third-party interpretation.

TASK 1.2.7: CBO ENGAGEMENT AND COORDINATION

Toole Design will contract with the Sonoma County Bicycle Coalition (SCBC) to provide engagement support for the pop-up events. We will establish clear expectations about roles and responsibilities and level of effort through a written scope of work. SCBC will support the project by:

- Helping to build the stakeholder database including providing contact information for key community members and organizations

- Providing staffing support at least one (1) pop-up event
 - » Sharing/lending the project team their existing pop-ups materials (likely enough to cover one pop-up)
 - » Leveraging their work on the Sonoma County SRTS program to secure youth and family

TASK 2: DEMONSTRATION PROJECTS (Post NEPA)

TASK 2.1: FINAL DESIGN

Our approach to Final Design maintains consistency across jurisdictions while respecting local standards, processes, and implementation preferences. Upon approval of the preliminary design and applicable environmental documentation, we will initiate Final Design by reconvening with the IAWG and jurisdiction leads to confirm:

- Required level of plan detail by jurisdiction
- Applicable design standards and preferred materials
- Refinements resulting from environmental review
- Procurement considerations for demonstration materials
- Maintenance and operational implications for jurisdiction crews

This coordination ensures designs are durable, constructible, and aligned with each jurisdiction's implementation capacity. Final design does not include detailed survey, potholing, utility relocations, drainage calculations, signal design, structural design, or final traffic control plans beyond conceptual staging.

To support efficient plan development and potentially reduce the number of formal plan submittals, the project team will facilitate targeted workshops with city staff and other relevant stakeholders at key points in the process to review concepts, resolve issues, and confirm direction prior to plan advancement.

Jurisdiction-Specific Design Approach

- For Petaluma and Santa Rosa, this task focuses on a seamless handoff of 15%-30% design files and supporting documentation so City staff can advance final design internally.
- For Cotati, Rohnert Park, and Windsor, Toole Design will advance designs through final PS&E.

TASK 2.1.1 PROJECT MANAGEMENT

Task 2.1.1 covers Project Management for all post-NEPA work, including Final Design, Material Procurement Support, Construction Management Support, and Evaluation. Work under this task includes maintaining schedule and budget control, and ensuring timely agency review and approvals, recurring PMT meetings, coordination with jurisdiction leads and the Interagency Working Group (IAWG), facilitation of design review meetings, and tracking of comments and responses through 100% PS&E, tracking of procurement and installation milestones, and coordination between Toole Design, MNS, SCTA, and jurisdiction staff.

The SCTA Project Manager will provide the project team with SCTA/jurisdiction-consolidated redlines and comments for each of the three (3) design milestones.

TASK 2.1.2 FINAL DESIGN DEVELOPMENT (COTATI, ROHNERT PARK, AND WINDSOR) 60% DESIGN

We will develop 60% design plans that advance preliminary concepts into coordinated engineering documents, including:

- Control lines, stationing, and geometric refinements
- Identification of required removals, modifications, and restriping

- Preliminary drainage considerations (no major grading anticipated)
- Material specifications for modular demonstration elements
- Draft signing and striping plans consistent with CA MUTCD
- Preliminary construction notes and staging concepts
- Updated engineer's estimate reflecting refined scope

Coordination during this phase will address emergency access, visibility, maintenance operations, procurement pathways, and lessons learned from pop-up demonstrations.

TASK 2.1.3 90% AND 100% DESIGN

The 90% and 100% PS&E submissions will refine prior submittals and incorporate review comments. This includes:

- Final plans, specifications, and estimates with quantity take-offs
- Written responses to review comments via a comment–response matrix
- Special provisions for non-standard items
- A field walk-through with jurisdiction staff at 90% submittal, as needed

Upon completion, we will prepare a Resident Engineer's file containing the final PS&E package, estimates, CAD files, and supporting documentation. Given the demonstration nature of the projects, utility impacts or relocations are not anticipated.

Cross-Jurisdiction Coordination and Knowledge Sharing

Throughout Final Design, we will support regional consistency and shared learning through:

- IAWG design coordination discussions
- Identification of standardized plan elements and documentation formats to support future toolkit development under Task 2.2.5
- Cross-jurisdiction review of emerging design solutions

This approach supports the SCTA's goal of establishing a scalable, countywide demonstration practice.

TASK 2.1.2 and 2.1.3 DELIVERABLES:

- For Cotati, Rohnert Park, and Windsor:
 - » 60%, 90%, 100%, and Final Design Plans
 - » Final Engineer's Estimate
 - » Specifications and construction notes
 - » Bid package for Windsor
- For Santa Rosa and Petaluma:
 - » Preliminary Design handoff package (including CAD files)
 - » Basis of design documentation
 - » *Optional: QA/QC review support*

TASK 2.1.2 and 2.1.3 ASSUMPTIONS:

- The SCTA will provide one round of consolidated and non-conflicting comments for all deliverables

TASK 2.2: DEMONSTRATION PROJECT MATERIALS PROCUREMENT, CONSTRUCTION MANAGEMENT, AND EVALUATION

TASK 2.2.1: MATERIALS PROCUREMENT SUPPORT

While jurisdictions will be responsible for purchasing materials, our team will provide coordinated procurement support to ensure materials align with the approved designs and project budgets.

Following Final Design, we will prepare jurisdiction-specific materials lists that include quantities, product specifications, and recommended vendors for demonstration elements such as modular curbs, delineators, signage, striping, and planters. These materials lists will support efficient and accurate procurement.

Because multiple jurisdictions will be procuring materials concurrently, we will coordinate with SCTA and city staff to assess opportunities for joint or coordinated purchasing, including bulk ordering of commonly used materials where feasible. This coordination may reduce costs, simplify logistics, and support development of a shared regional inventory for future projects.

At the jurisdiction level, we will assist staff with:

- Preparing purchase orders or bid requests
- Reconciling material costs with project budgets
- Identifying procurement lead times and schedule implications

This support ensures jurisdictions can navigate procurement processes confidently, regardless of prior experience with demonstration materials.

TASK 2.2.1 DELIVERABLES:

- Jurisdiction-specific materials lists with quantities, specifications, and recommended vendors
- Procurement support packages, including specification sheets, draft purchase language, vendor information, and budget reconciliation

TASK 2.2.2: CONSTRUCTION MANAGEMENT SUPPORT

Each jurisdiction will be responsible for installing its demonstration projects using city crews and/or by securing a contractor via a separate federal funds-compliant competitive bid process. To support consistent and high-quality implementation, the project team will provide construction management support focused on design conformance and field coordination. A full roadway closure will be required for any construction management activities that require the consulting team to work in the roadway.

Prior to installation, we will:

- Convene pre-installation meetings to review layouts, staging, traffic control, and material delivery
- Conduct site walk-throughs with jurisdiction staff to confirm field conditions and identify any required adjustments
- During installation, the project team will provide a combination of in-person and virtual support, including:
 - Responding to installation questions and field-fit issues
 - Confirming materials are installed consistent with design intent
 - Coordinating with jurisdiction crews to resolve issues efficiently
 - Providing in-person or other interface with the public, as appropriate, to support awareness of construction activities and address basic questions related to the demonstration installation, in coordination with jurisdiction staff
- Documenting progress through photos and field notes and track any field adjustments.

Following installation, we will prepare as-built documentation reflecting final conditions. We will remain available to assist jurisdictions with early operational issues, recommend minor adjustments, and provide guidance on maintenance considerations for modular demonstration materials.

TASK 2.2.2 DELIVERABLES:

- Construction support documentation (field notes, photo documentation, decision logs), led by MNS

- As-built documentation

TASK 2.2.3: POP-UP EVENT EVALUTION

Pop-up evaluation will focus on participant experience, community perception, and design feedback to inform refinement of demonstration concepts. For each pop-up event, we will collect:

- Attendance and participation metrics
- Basic demographic information
- Intercept survey responses capturing on-the-spot impressions, including:
 - » What participants liked or disliked
 - » Level of support for longer-term or permanent implementation
 - » Suggestions for future demonstrations or refinements

We will document qualitative observations related to how users interact with the temporary design, including operational considerations such as driver behavior, pedestrian comfort, and feedback from caregivers near schools. To support consistency and reuse, we will prepare a pop-up evaluation toolkit (e.g., survey scripts, QR code surveys, tally sheets, and observation protocols) that can be used by SCTA for future pop-up events. Findings will directly inform Demonstration Project design and Final Design refinements.

TASK 2.2.3 DELIVERABLES:

- Pop-up evaluation toolkit

TASK 2.2.4: DEMONSTRATION PROJECT EVALUATION

Demonstration projects will be evaluated over a longer duration to assess changes in behavior, safety-related conditions, and user experience. Early in the project, we will work with the IAWG to establish a common set of Measures of Effectiveness (MOEs) to be applied consistently across jurisdictions. We will also review the data already collected for the grant application and determine whether any additional data collection is needed. Potential MOEs may include:

- User volumes by mode
- Vehicle speeds
- Driver yielding behavior
- Observed conflicts or near misses
- User comfort and perception

In addition to mobility outcomes, evaluation will assess implementation and material performance, including:

- Ease of installation and field-fit adjustments
- Maintenance needs and durability
- Feedback from jurisdiction maintenance staff
- Operational issues (e.g., debris accumulation, visibility loss)
- Input from emergency services or transit providers, as applicable

Pre-installation data needs will be incorporated into jurisdiction-specific data collection plans, building on Task 1.1. Post-installation data will be collected using comparable methods to support before/after analysis.

TASK 2.2.4 DELIVERABLES:

- Countywide Measures of Effectiveness framework

TASK 2.2.5: EVALUATION FINDINGS AND REPORTING

We will compile results into a single countywide evaluation memorandum summarizing outcomes, cross-jurisdiction comparisons, and key lessons learned.

The memorandum will include jurisdiction- specific sections addressing:

- MOE results and observed changes
- Pop-up and Demonstration Project findings
- Community feedback trends
- Material and maintenance observations
- Recommendations for future demonstration or permanent improvements

A draft memorandum will be submitted for review by SCTA and partner jurisdictions. The SCTA will provide one round of consolidated and non-conflicting comments for all deliverables. Comments will be addressed prior to finalization.

As part of this task, the Consultant Team will prepare Draft Demonstration Project Toolkit content informed by evaluation findings and cross-jurisdictional lessons learned. Toolkit materials will synthesize standardized plan elements, typical details, materials specifications, evaluation methods, implementation workflows, and maintenance considerations refined through demonstration installation and post-implementation evaluation. Development of the Toolkit at this stage ensures that standard details and documentation formats reflect real-world performance, operational feedback, and jurisdiction input.

Federal Grant Reporting Support

SCTA will monitor and communicate SS4A grant milestone deadlines and reporting requirements. Toole Design will align deliverables with those milestones. SCTA will coordinate submission of all required FHWA SS4A reporting documentation, including performance outcomes and post-construction evaluation reporting. Toole Design will prepare draft and final evaluation memoranda and supporting documentation consistent with FHWA guidance and will make reasonable revisions necessary to support SCTA's clearance with SS4A reporting requirements. Final submission to FHWA and any formal clearance determinations will be managed by SCTA as grant administrator.

TASK 2.2.5 DELIVERABLES:

- Post-Implementation Evaluation Memorandum (draft and final)
- Demonstration Project Toolkit (draft and final)

TASK 2: ADA TRANSITION PLAN (City of Cotati)

Between March 2026 and April 2027, SZS will conduct a phased approach to prepare and deliver an ADA Transition Plan to comply with 28 CFR 35.150(d), a supplemental planning component for the City of Cotati, in addition to an ADA Self-evaluation to comply with 28 CFR 35.105 intended to assist the City in efforts to ensure that programs, services and activities provided are readily accessible to and usable by people with disabilities. A citywide systematic implementation of the ADA Self-evaluation and Transition Plan (SETP) will identify low- and high-cost improvements to help close existing gaps in accessible pedestrian routes. This plan will also inform as to where low-cost treatments to improve access can be installed citywide.

A phased approach will be taken to complete all the tasks required of an ADA SETP. SZS will work with the City to determine the best approach to the project with this in mind. Phase 1 includes management and oversight; conducting initial community and stakeholder engagement; conducting a Program, Policy, and Procedures Review (Self-Evaluation); and conducting facility assessments at City buildings, parks and parking lots. SZS will provide support for the City to complete the Caltrans compliance verification process where questions arise. Phase 2 (optional) includes management and oversight; conducting facility assessments of the City's Public Right-of-Way (PROW); barrier prioritization; the final community and stakeholder engagement; and creating the City's ADA Self-evaluation and Transition Plan.

As part of the Transition Plan kick-off meeting and to refine the following tasks, the City of Cotati staff will clarify the availability of existing GIS data or inventories of pedestrian facilities and sidewalk conditions; the expected geographic scope—all city streets, priority corridors, or specific areas; possible private property interface issues (e.g., driveways, landscaping obstructions); and, any known priority locations based on previous complaints or requests from disability advocates.

During this project:

- SZS will support the City with navigating a phased approach, which is commonly employed by California agencies
- SZS will navigate the City through the SETP process, and the City is responsible to inform Caltrans that they are committed to completing their SETP through a phased approach, which may not be 100% complete by early 2027. Issuing a public Statement of Commitment as soon as possible is highly advised.
- For elements not completed within Phase 1, SZS will lay out a clear plan and process for completing the remaining US DOJ minimum requirements within a phased approach.
- SZS will provide support to the City to complete the Caltrans SETP form, as requested.

SZS has provided a sample public Statement of Commitment from the US DOJ, which was contained in the project kick-off checklist. The project includes the following tasks as defined by each phase:

Task 3.1 ADA Transition Plan Phase 1

Task 3.1.1: Management and Oversight

SZS will prepare and hold a project kickoff meeting with City staff, including the preparation of materials and presentation. SZS shall provide the City with a Project Kick-off checklist to facilitate the gathering of information that can streamline the process. SZS will provide regular progress updates and coordinate with various City

departments as needed.

- Task 3.1.1a: Conduct a project kickoff meeting with City staff
- Task 3.1.1b: Provide regular progress updates (e.g., biweekly check-ins) with agendas and notes

Task 3.1.2: Community and Stakeholder Engagement

SZS will prepare for and host community outreach engagements to solicit input from residents, especially individuals with disabilities. SZS will partner with city staff to confirm the appropriate tools (surveys, online questionnaires) and/or forums to obtain feedback on accessibility priorities. Materials will meet accessibility requirements for alternate formats that may include large print, Braille, and/or digital formatting.

Develop and implement a public participation plan and outreach materials

SZS will develop a public participation plan that will help the City pre-empt complaints and litigation, identify where pinch-points are, and how to best schedule physical assessments to address existing issues as a priority. The public participation plan will target existing users of City programs by disseminating questionnaires to gain input. SZS will provide materials for public outreach, including print and online questionnaires in Survey Monkey, in addition to accessible alternate formats such as large print, Braille, and/or digital formatting, as requested.

Meeting 1: Conduct public meeting or workshop (in-person and/or virtual)

SZS will prepare and hold a public outreach meeting after the kickoff meeting, with a focus on the Self-Evaluation to solicit input from residents and any interested persons, especially individuals with disabilities. This meeting will help identify existing areas of concern that can be addressed by adjusting the assessment schedule to visit facilities that have a history of complaints or similar. SZS will work with the City to coordinate the ADA Self-

Evaluation engagement meeting and leverage project-wide relationships, engagement with the chief building officials, and particularly with the disability community, where possible. The intent of this first meeting is not only to gain feedback, but to also inform the community of the City's commitment to comply with the Americans with Disabilities Act.

- Task 3.1.2a: Develop and implement a public participation plan
- Task 3.1.2b: Develop outreach materials
- Task 3.1.2c: Conduct public meetings or workshops (in-person and/or virtual)
- Task 3.1.2d: (Deliverable) Provide summary reports of community engagement efforts

Task 3.1.3: Facility Assessments: Buildings, Parks, and Parking Lots

Facility Assessments: SZS will conduct an assessment of city-owned facilities, inspecting and documenting the evaluated key features like entrances, restrooms, signage, parking, and paths of travel serving city-owned or leased buildings, parks, parking lots, and public spaces. SZS will provide digital records of identified barriers and additional information to cite the state and federal access requirements that designate the barriers to access, provide as-built measurements, and a recommended solution for remediation. Access Compliance Assessment Reports (ACAR) will be provided for each facility, containing the findings in a narrative form and with barrier record reports.

- Task 3.1.3a: Compile necessary documentation and prepare for field investigations/surveys
- Task 3.1.3b: Conduct ADA accessibility surveys of City-owned facilities and parks (Field Surveys)
- Task 3.1.3c: Perform field survey data QA/QC
- Task 3.1.3d: (Deliverable) Create and provide detailed reports with photos, findings, and recommendations for each facility (with data, photos, cost estimates)

The facilities anticipated to be inspected include the following buildings, parks, and parking lots:

1. City Hall
2. Community Center
3. Cotati Room
4. Police Building
5. Veronda Falletti Ranch
6. Cotati Train Depot
7. Veteran's Center
8. La Plaza Park
9. Civic Center Park
10. Delano Park
11. Draper Park
12. Falletti Park
13. Kotate Park
14. Putnam Park
15. Santero Park
16. Sunflower Park
17. Veterans Memorial Park
18. Laguna de Santa Rosa Trail
19. Garden Pathway (Demo Garden)
20. Pocket Park
21. Downtown Parking Lot
22. Dos Amigos Parking Lot
23. Apple Valley Park n Ride Lot

Task 3.1.4: Program, Policy, and Procedures Review (Self-Evaluation) per 28 CFR 35.105

SZS will conduct a review of City policies, programs, and practices, interview staff, and conduct surveys to evaluate service delivery and communication methods. The evaluation shall include internal City policies, program execution procedures, and City documents that impact the public to identify potential issues for people with disabilities. These City policies will include policy documents that affect public accessibility, which are available for public review. SZS will determine if the program execution procedures or City documents meet the current level of accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communications, and emergency procedures.

SZS recommends that the City publish a Statement of Commitment to improving access as a starting point for this process. Making a public statement of commitment to this process is a requirement under the ADA¹.

Through this process, the public is made aware of the City's commitment to the effort, which facilitates the public outreach process. Our efforts will be bolstered by input and help from citizens in determining locations where program access can be applied to determine ways to make programs, services and activities readily accessible with input on what works best from users, and overall, to gain a better understanding of the actual day-to-day needs of constituents. Each of these data sets can serve to inform the remediation process.

- Task 3.1.4a: Conduct a review of all City PSA, policies, procedures, and practices involving the public rights-of-way that impact people with disabilities.
- Task 3.1.4b: Prepare and distribute staff questionnaires (ADA/CBC Toolkit):
 - » Administer questionnaires to department staff to collect information about the nature and accessibility features, if any, of each program and activity that takes place in the pedestrian facility.
- Task 3.1.4c: Evaluate and review the City's Standard Drawings for Construction
 - » This evaluation can be crucial to ensure that the City does not move into the future by designing and constructing or altering existing infrastructure in ways that do not comply with state and federal accessibility standards.
 - » Good practices will also be recommended as part of this review.
- Task 3.1.4d: Analyze and tabulate results from questionnaires
- Task 3.1.4e: Interview key City staff, if necessary
- Task 3.1.4f: Create and provide a Programmatic and Policy Evaluation Report with recommendations to improve programmatic access.

Task 3.1 (Phase 1) Deliverables

- Meeting agendas and notes
- Community engagement materials preparation, event management, and documentation on community engagement effort.
- Programmatic and policy self-evaluation report with recommendations to improve programmatic access.
- Access Compliance Assessment Reports (ACAR) for each facility inspected under Phase 1 (see facility list above).

Task 3.2 ADA Transition Plan Phase 2 (OPTIONAL)

While Phase 2 is listed as optional in this proposal, all facilities listed above, including the public rights-of-way, which is comprised of pedestrian facilities, including sidewalks, street crossings, and curb ramps, must also be assessed for inclusion into the City's ADA Self-evaluation and Transition Plan. This phase may be awarded through a different funding source at a later time.

Task 3.2.1: Management and Oversight

SZS will provide regular progress updates and coordinate with various City departments as needed.

- Task 3.2.1a: Provide regular progress updates (e.g., bi-weekly check-ins) with SZS to provide meeting agendas and notes.

Task 3.2.2: Community and Stakeholder Engagement

SZS will prepare and host community outreach engagements to solicit input from residents, especially individuals with disabilities. SZS will partner with city staff to confirm the appropriate methods and tools for outreach (surveys, online questionnaires) and/or forums to obtain feedback on accessibility priorities. Materials will meet accessibility requirements for alternate formats that may include large print, Braille, and/or digital formatting.

Develop and implement a public participation plan and outreach materials

SZS will develop a public participation plan that will help the City pre-empt complaints and litigation, identify pinch-points, and how to best schedule physical assessments to address existing issues. The public participation plan will target existing users of City programs by disseminating questionnaires to gain input. SZS will provide materials for public outreach, including print and online questionnaires in Survey Monkey, in addition to accessible alternate formats such as large print, Braille, and/or digital formatting, as requested.

Meeting 2: Conduct public meeting or workshop (in-person and/or virtual)

SZS will conduct one (1) public meeting or workshop (in-person and/or virtual). SZS will prepare and hold a public outreach meeting after the draft SETP is developed. This meeting should take place to present the final SETP to the public for buy-in so that the public understands the effort that their tax dollars have supported, and how the plan can be of benefit to them, their friends, neighbors, and loved ones.

- Task 3.2.2a: Develop and implement a public participation plan
- Task 3.2.2b: Develop outreach materials
- Task 3.2.2c: Conduct at public meetings or workshops (in-person and/or virtual)
- Task 3.2.2d: (Deliverable) Provide summary reports of community engagement efforts

Task 3.2.3: Facility Assessments: Public Rights-of-Way (PROW)

SZS will develop an inventory of sidewalks and walkways, as applicable to City facilities, by conducting field assessments of elements associated with sidewalks, such as curb ramps, crosswalks, pedestrian signals, and shared-use paths to identify barriers such as non-compliant slopes, obstructions, missing curb cuts, and directional signage to document the level of accessibility. SZS will use low tech digital inclinometers to collect measurements, as well as GIS tools and high-tech laser surface profiling devices to document the location and nature of barriers.

- SZS shall survey sidewalks, curb ramps, crosswalks, and pedestrian signals:
 - » The City has provided information on the scope of the PROW survey. Based on the information provided, it is assumed that SZS will survey a total of 22 miles of sidewalk, 6 signalized intersections, and 5 RRFBs.
 - » The City has estimated that there are between 150 – 300 curb ramps within the City limits.
- Additional curb ramps and other elements in excess of the above details are not included in the not-to-exceed fee proposal submitted with this proposal. Where the assessment of additional elements becomes necessary, in excess of these totals, SZS may request additional services to complete the assessments.
- SZS shall document deficiencies with location data, photos, surface profiler-generated as-builts (described below), and condition ratings, based on applicable MUTCD and Public Rights-of-Way Accessibility Guidelines (PROWAG) guidelines and recommend corrective actions and prioritization.

For comprehensive PROW assessments, our field survey teams use state-of-the-art pathMet® and curbMet® tools within the pathVu® data collection system to record measurements quickly and accurately within the pedestrian facility. The collection devices are engineered to meet ASTM standard E3028 with output that provides a route accessibility index. While staff push the cart through the City, this technology utilizes lasers, inertial measurement sensors, and HD cameras to collect data of essential measurements in sidewalks, curb ramps, crosswalks, blended transitions, and splitter islands. This technology supports sidewalk, crosswalk, and public right-of-way data collection and collects data up to five times faster than standard manual methods while providing quantifiably better data.

All data is delivered through GIS, making it easy to visualize and analyze the collected data in software that the public entities already use. Data is collected on a block-face system and split into connected ten-foot segments that align with the digital images collected. The pathVu accessibility index (pAI) is applied to each 10-foot segment and each block face, which allows for prioritization at both the micro (segment) and macro- (block) levels. The pAI calculation is configurable based on the weighted value assigned to each attribute. Unlike other tools and software on the market, pathMet's data delivers continuous data rather than individual points at tripping hazards or obstructions on a GIS map. Our experts collect data in addition to the standard data that the scanning system identifies, such as the locations of guy wires and other similar barriers that surface profilers generally cannot record, which means that the City receives the most complete dataset available from SZS to describe the infrastructure that pedestrians experience in the PROW without missing any part of the pedestrian network.

The pathVu device gathers many important pathway measurements for ADA access compliance and infrastructure management, including a) level changes (tripping hazards) or horizontal openings; b) running slope; c) cross slope; d) WPRI roughness; e) width (including pinch points); f) digital images every ten feet; g) low clearances; h) presence of obstructions; i) presence of vegetation that obstructs the pedestrian way; j) other manually flagged or qualitative attributes, as requested. The pathMet system measures the wheelchair pathway roughness index (WPRI) according to ASTM E3028, a standard written by pathVu, which pathMet is uniquely qualified to measure. WPRI is measured to ensure that a smooth and safe path is present for wheelchair users, limiting vibration exposure which causes pain to those with incomplete spinal cord injuries. Roughness is likely to be introduced into the PROWAG in the next revision as an important attribute to measure for wheelchair users safety and comfort. We are unaware of any other company that has proven that they can measure according to this standard.

With curbMet (see above), our team gathers all of the typical curb ramp/blended transition, pedestrian signal measurements for ADA access compliance, including but not limited to: a) running and cross slopes; b) lengths and widths; c) detectable warning surfaces; d) landing dimensions (length and width); e) landing slopes at curb ramps and accessible pedestrian signals (APS); f) heights; g) signal timing; h) flares; i) presence of ponding; j) presence of obstructions; k) digital photos; and other customizable measurements or qualitative attributes that can be customized. This device utilizes configurable styles of curb ramps as a guide to facilitate data collection of all necessary measurements. Unlike Lidar collection methods, which can have difficulty measuring slopes and may not be defensible in ADA cases brought by the Department of Justice, curbMet provides accurate slope and distance measurements. Its unique rating index, which is customizable, makes it easy to prioritize improvements, delivering data-driven results, which save time and money.

Other options are available for producing a Transition Plan for the PROW that can drastically reduce assessment costs while still potentially producing GIS mapping of City assets. While field assessments of the entire PROW can capture a snapshot of the conditions at the time of the assessment, elements in the PROW will likely change over time, potentially resulting in additional barriers to access. These alternative methods developed in collaboration with experts at the Federal Highway Administration (FHWA) can provide the City with processes and procedures to ensure that the City is complying with ADA regulations within a more flexible framework that can enable the continued monitoring and improvements in sidewalk and curb ramp assets. We would be happy to discuss these options with the City.

- Task 3.2.3a: Compile necessary documentation and prepare for field investigations/surveys
- Task 3.2.3b: Survey sidewalks, curb ramps, crosswalks, and pedestrian signals and document deficiencies with location data, photos, and condition ratings (Field Surveys)
- Task 3.2.3c: Perform field survey data QA/QC
- Task 3.2.3d: (Deliverable) Create and provide a detailed report and recommend corrective actions and prioritization (with GIS Data)

Task 3.2.4: Barrier Prioritization

SZS will partner with the City team to collaborate on adapting an established Barrier Severity Rating system (Barrier Ranking methodology) for individual barriers, and for each facility to prioritize barriers of highest need based on factors such as usage, safety, and community input. In addition, SZS will prepare budgetary cost estimates based on RSM means for proven treatments to remove or mitigate barriers, and a phased implementation schedule based on budget constraints and priority levels, as informed by city staff, to maximize the effectiveness of the improvements and dollars spent.

- Task 3.2.4a: Prioritize barriers and a phased implementation schedule based on budget constraints and priority levels

Task 3.2.5: ADA Self-evaluation and Transition Plan Development

SZS will leverage and reference the City's adopted Active Transportation Plan and Local Road Safety Plan (LRSP) which identified the collision hotspots, the prioritized list of barriers and a list of treatments to improve safety for all forms of transportation to facilitate the incorporation of improvements listed in the ADA Transition Plan into larger efforts to address safety concerns, as well as more routine City efforts, including paving projects.

SZS shall compile findings, develop and provide the Draft Comprehensive ADA SETP to the City for review. SZS shall develop a Transition Plan that complies with ADA Title II requirements. The Transition Plan should include,

but not be limited to, the following:

- Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.
- Procedures for periodically reviewing and updating the Transition Plan.
- Procedures and forms for performing evaluations of additional barriers.
- Procedures and forms for filing Requests for Accommodation.
- List of references and contact information for ADA and accessibility related resources.
- Inclusion in the SETP document the name and contact information of the official(s) the City designates as the official responsible for implementation of the SETP plan.
- Schedule for barrier remediation, which is to be determined by the City. ADA improvements to be included in the City's five-year CIP, as the budget allows.

SZS will update, finalize and provide a comprehensive ADA SETP, Facility ACAR Reports, and PROW data incorporating comments from the City staff and other stakeholders.

The SETP will also contain findings from the ADA/CBC Toolkit staff survey process, interviews with administrators and staff who work on-site making programs, services and activities happen for visitors. The report will provide guidance in assigning responsible officials within departments and provide a monitoring framework for the remediation process. Each report will be formatted for digital and print publication.

SZS SETP reporting will reflect our expertise in applying statutes such as the ADA and Rehab Act on the federal level, Government Code §4450-4461, §11135, the Unruh Act (Civil Code §51), and the Disabled Persons Act,

among others on the state level through enforceable requirements contained in regulations such as the California Building Code and the California edition of the Manual on Uniform Traffic Control Devices (CA MUTCD).

- Task 3.2.5a: (Deliverable) Compile all findings and develop and provide the Draft comprehensive ADA Self-Evaluation and Transition Plan Update
- Task 3.2.5b: (Deliverable) Update, finalize and provide the comprehensive ADA Self-Evaluation and Transition Plan, and PROW reports
- Task 3.2.5c: Presentation to City Council or designated committees

Task 3.2 (Phase 2) Deliverables

1. Meeting agendas and notes
2. Access Compliance Assessment Reports (ACAR) for the PROW and related GIS features and files.
3. Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan (SETP) reports (draft and final).
 - a. Requires completion of all facility assessments to document barriers to access. A complete ADA SETP can be developed only after all City leased and owned facilities and PROW assessments are completed.
4. SZS will be prepared to present findings to at least one of the following bodies: the Cotati City Council, Cotati Planning Commission, Cotati accessibility advisory committee, or other entities after the completion of all tasks outlined above and the development of the ADA SETP.

Additional Optional Tasks: Training

SZS proposes to provide training to City Staff on pertinent topics as educational opportunities for City staff to facilitate ways that ADA regulations can be applied in the real world.

- Applicable government code, statutes and regulations
- Department of Justice method for performing field investigations and inspections
- Using and maintaining the database
- Using and maintaining the GIS project map
- Monitoring and updating the ADA SETP

Additional training modules can include but are not limited to the following, and can be provided at an additional cost:

- ADA Customer Service
- ADA Access Compliance Remediation (Maintenance Staff)
- The ADA and Equally Effective Communication
- ADA History & Disability Awareness/Etiquette
- Role of the ADA Coordinator

EXHIBIT B: PROJECT FEES

PROJECT BUDGET BY SUBTASK AND FIRM

	Tools Design	MINS	HERE	Leshner	SZS	Direct Costs	Total	% of Total	RFP Target (For Reference)
Task 1 - Demonstration Projects (Pre-NEPA)									
1.1 NEPA/CEQA Environmental Compliance and Preliminary Design	\$ 133,000.00	\$ 23,000.00	\$ 20,000.00	\$ 15,000.00	\$ -	\$ 13,000.00	\$ 204,000.00	19%	\$ 163,700
1.1.1 Project Management	\$ 22,000.00	\$ 3,000.00	\$ 7,000.00	\$ 4,000.00	\$ -	\$ 8,000.00	\$ 44,000.00	4%	
1.1.2 Project Refinement	\$ 10,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 15,000.00	1%	
1.1.3 Pop Up Design	\$ 20,000.00	\$ -	\$ 8,000.00	\$ 2,000.00	\$ -	\$ -	\$ 30,000.00	3%	
1.1.4 Demonstration Project Design - Preliminary Design (15%~30%)	\$ 73,000.00	\$ -	\$ 5,000.00	\$ 2,000.00	\$ -	\$ -	\$ 85,000.00	8%	
1.1.5 Environmental Clearance (NEPA/CEQA/Section 106)	\$ 8,000.00	\$ 20,000.00	\$ -	\$ 2,000.00	\$ -	\$ 5,000.00	\$ 30,000.00	3%	
1.2 Outreach & Engagement	\$ 53,000.00	\$ -	\$ 37,000.00	\$ 30,625.00	\$ -	\$ 58,125.00	\$ 178,750.00	17%	\$ 173,600
1.2.1 Countywide And Jurisdiction Specific Engagement Plans	\$ 4,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 6,000.00	3%	
1.2.2 Pre-Demonstration Engagement	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 7,625.00	\$ -	\$ 5,125.00	\$ 32,750.00	1%	
1.2.3 Pop Up Events	\$ 30,000.00	\$ -	\$ 15,000.00	\$ 20,000.00	\$ -	\$ -	\$ 85,000.00	8%	
1.2.4 Kit of Parts	\$ 2,000.00	\$ -	\$ 12,000.00	\$ 1,000.00	\$ -	\$ -	\$ 25,000.00	2%	
1.2.5 Demonstration Project Showcase Videos (Optional)	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 15,000.00	1%	
1.2.6 Translation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	1%	
1.2.7 CBO Engagement and Coordination	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 7,000.00	1%	
Task 1 Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N/A
TASK 1 TOTALS	\$ 186,000.00	\$ 23,000.00	\$ 57,000.00	\$ 45,625.00	\$ -	\$ 71,125.00	\$ 382,750.00	36%	\$ 337,300
Task 2 - Demonstration Projects (Post NEPA)									
2.1 Final Design	\$ 98,500.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 8,000.00	\$ 110,500.00	10%	\$ 110,500
2.1.1 Project Management	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 30,000.00	3%	
2.1.2 Final Design Development (Coltali, Rohmert Park, And Windsor) 60% Design	\$ 50,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 54,000.00	5%	
2.1.3 80% and 100% Design	\$ 26,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,500.00	3%	
2.2 Demo Project MPS*, CMS**, and Evaluation	\$ 382,901.77	\$ 17,976.17	\$ 22,076.89	\$ 19,000.00	\$ -	\$ 19,300.00	\$ 461,254.83	44%	\$ 461,300
2.2.1 Materials Procurement Support	\$ 120,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 123,000.00	12%	
2.2.2 Construction Management Support	\$ 139,901.77	\$ 17,976.17	\$ -	\$ 7,625.00	\$ -	\$ 5,000.00	\$ 162,877.94	15%	
2.2.3 Pop Up Event Evaluation	\$ 10,000.00	\$ -	\$ 10,076.89	\$ 4,000.00	\$ -	\$ -	\$ 29,076.89	3%	
2.2.4 Demonstration (Quick Build) Project Evaluation	\$ 58,000.00	\$ -	\$ 4,000.00	\$ 10,000.00	\$ -	\$ 9,300.00	\$ 81,300.00	8%	
2.2.5 Evaluation Findings And Reporting	\$ 55,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 65,000.00	6%	
Task 2 Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N/A
TASK 2 TOTALS	\$ 481,401.77	\$ 17,976.17	\$ 26,076.89	\$ 19,000.00	\$ -	\$ 27,300.00	\$ 571,754.83	54%	\$ 571,800
Task 3 - ADA Transition Plan (City of Cotati)									
3.1 ADA Transition Plan Phase 1	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 76,180.97	\$ 13,788.63	\$ 99,969.60	9%	\$ 100,000
3.1.1 Management and Oversight	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 7,624.83	\$ 13,788.63	\$ 31,413.46	0	
3.1.2 Community and Stakeholder Engagement	\$ -	\$ -	\$ -	\$ -	\$ 4,439.01	\$ -	\$ 4,439.01	\$ 0	
3.1.3 Facility Assessments, Buildings, Parks, and Parking Lots	\$ -	\$ -	\$ -	\$ -	\$ 31,550.73	\$ -	\$ 31,550.73	\$ 0	
3.1.4 Program, Policy, and Procedures Review (Self-Evaluation)	\$ -	\$ -	\$ -	\$ -	\$ 32,566.40	\$ -	\$ 32,566.40	\$ 0	
TOTALS (LABOR)	\$ 677,401.77	\$ 40,976.17	\$ 83,076.89	\$ 64,625.00	\$ 76,180.97	\$ 112,213.63	\$ 1,054,474.43		\$ 1,009,100
Direct Costs	\$ 86,050.00	\$ -	\$ 12,000.00	\$ 375.00	\$ 13,788.63				
TOTAL	\$ 763,451.77	\$ 40,976.17	\$ 95,076.89	\$ 65,000.00	\$ 89,969.60				
Percent by Firm	64%	4%	8%	6%	7%	11%			

*Materials Procurement Support

*Construction Management Support

\$	1,054,474.43
\$	-
\$	1,054,474.43
	0%

Exhibit B.2

PROJECT BUDGET BY TASK AND BY CITY

These are estimates only and will not be reported formally in monthly invoices.

	Total	Cotati	Petaluma	Rohnert Park	Santa Rosa	Windsor
Task 1 - Demonstration Projects (Pre-NEPA)						
1.1 NEPA/CEQA Environmental Clearance and Preliminary Design	\$ 204,000.00	\$ 9,567.10	\$ 76,315.00	\$ 38,164.32	\$ 46,483.20	\$ 33,470.37
1.1.1 Project Management	\$ 44,000.00	\$ 1,567.10	\$ 11,315.00	\$ 8,164.32	\$ 17,483.20	\$ 5,470.37
1.1.2 Project Refinement	\$ 15,000.00	\$ 1,000.00	\$ 5,000.00	\$ 3,000.00	\$ 4,000.00	\$ 2,000.00
1.1.3 Pop Up Design	\$ 30,000.00	\$ -	\$ 18,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
1.1.4 Demonstration Project Design – Preliminary Design (15%–30%)	\$ 85,000.00	\$ 6,000.00	\$ 34,000.00	\$ 16,000.00	\$ 12,000.00	\$ 17,000.00
1.1.5 Environmental Clearance	\$ 30,000.00	\$ 1,000.00	\$ 8,000.00	\$ 5,000.00	\$ 13,000.00	\$ 3,000.00
		5%	37%	19%	23%	16%
1.2 Outreach & Engagement	\$ 178,750.00	\$ 3,263.25	\$ 87,289.75	\$ 52,865.78	\$ 15,156.68	\$ 20,174.54
1.2.1 Countywide And Jurisdiction Specific Engagement Plans	\$ 6,000.00	\$ 1,000.00	\$ 2,500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
1.2.2 Pre-Demonstration Engagement	\$ 32,750.00	\$ 1,750.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 6,000.00
1.2.3 Pop Up Events	\$ 85,000.00	\$ -	\$ 45,000.00	\$ 30,000.00	\$ -	\$ 10,000.00
1.2.4 Kit of Parts	\$ 25,000.00	\$ 388.82	\$ 7,416.47	\$ 7,474.08	\$ 7,315.67	\$ 2,404.95
1.2.5 Demonstration Project Showcase Videos (Optional)	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
1.2.6 Translation	\$ 8,000.00	\$ 124.42	\$ 2,373.27	\$ 2,391.71	\$ 2,341.01	\$ 769.59
1.2.7. CBO Engagement and Coordination	\$ 7,000.00	\$ -	\$ 5,000.00	\$ 2,000.00	\$ -	\$ -
TASK 1 TOTALS	\$ 382,750	\$ 12,830	\$ 163,605	\$ 91,030	\$ 61,640	\$ 53,645
Task 2 - Demonstration Projects (Post NEPA)						
2.1 Final Design	\$ 110,500.00	\$ 10,567.87	\$ -	\$ 48,126.70	\$ -	\$ 51,805.43
2.1.1 Project Management	\$ 30,000.00	\$ 3,067.87	\$ -	\$ 16,126.70	\$ -	\$ 10,805.43
2.1.2 Final Design Development (Cotati, Rohnert Park, And Windsor) 60% Design	\$ 54,000.00	\$ 5,000.00	\$ -	\$ 20,000.00	\$ -	\$ 29,000.00
2.1.3 90% and 100% Design	\$ 26,500.00	\$ 2,500.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
		10%	0%	44%	0%	47%
2.2 Demo Project Materials Procurement, CMS, and Evaluation	\$ 461,254.83	\$ 19,700.00	\$ 127,554.83	\$ 98,000.00	\$ 140,000.00	\$ 76,000.00
2.2.1 Materials Procurement Support	\$ 123,000.00	\$ 5,000.00	\$ 28,000.00	\$ 30,000.00	\$ 45,000.00	\$ 15,000.00
2.2.2 Construction Management Support	\$ 162,877.94	\$ 8,000.00	\$ 49,877.94	\$ 30,000.00	\$ 40,000.00	\$ 35,000.00
2.2.3 Pop-Up Event Evaluation	\$ 29,076.89	\$ -	\$ 15,076.89	\$ 8,000.00	\$ -	\$ 6,000.00
2.2.4 Demonstration (Quick-Build) Project Evaluation	\$ 81,300.00	\$ 1,700.00	\$ 19,600.00	\$ 20,000.00	\$ 30,000.00	\$ 10,000.00
2.2.5 Evaluation Findings And Reporting	\$ 65,000.00	\$ 5,000.00	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00	\$ 10,000.00
		3%	27%	18%	40%	12%
TOTALS	\$ 571,754.83	\$ 30,267.87	\$ 127,554.83	\$ 146,126.70	\$ 140,000.00	\$ 127,805.43
Task 3 – ADA Transition Plan (City of Cotati)						
3.1 ADA Transition Plan - Phase 1	\$ 99,969.60	\$ 99,969.60	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 1,054,474.43	\$ 143,067.82	\$ 291,159.58	\$ 237,156.81	\$ 201,639.88	\$ 181,450.34
Percent of Total		4%	28%	22%	19%	17%
		9%				

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant TDG Engineering, Inc.
Project No. TBD Contract No. TBD Date 3/12/2026

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Base Hourly Rate	Total
Principal-in-Charge	*	Shannon Hake	47	\$98.56	\$ 4,632.3
Project Manager	*	Mia Candy	393	\$70.79	\$ 27,820.5
Deputy Project Manager	*	Alison Mills, PE	407	\$78.49	\$ 31,945.4
QA/QC Lead	*	Amalia Leighton Cody, PE, AICP	106	\$89.19	\$ 9,454.1
Engineering Lead I	*	Devin Louie, PE	86	\$72.12	\$ 6,202.3
Engineering Lead I	*	Dylan Passmore, P.Eng.	68	\$73.02	\$ 4,965.4
Engineer III		TBD	650	\$48.08	\$ 31,252.0
GIS Specialist		TBD	24	\$58.05	\$ 1,393.2
Planner		TBD	103	\$36.16	\$ 3,724.5
Planner II		TBD	136	\$42.31	\$ 5,754.2
Project Engineer		TBD	755	\$53.78	\$ 40,603.9
Project Engineer II		TBD	70	\$59.99	\$ 4,199.3
Project Planner		TBD	81	\$52.25	\$ 4,232.3
Project Planner II		TBD	294	\$55.41	\$ 16,290.5
Senior Engineer		TBD	190	\$68.14	\$ 12,946.6
Senior Planner		TBD	84	\$62.95	\$ 5,287.8
					\$ -
					\$ -
					\$ -
Total			3494		\$ 210,704.3

3494

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 210,704.27
 b) Anticipated Salary Increases (see page 2 for calculation) \$11,327.99
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 222,032.26

INDIRECT COSTS

d) Fringe Benefits (Rate: 64.03%) e) Total Fringe Benefits [(c) x (d)] \$ 142,167.25
 f) Overhead (Rate: 113.24%) g) Overhead [(c) x (f)] \$ 251,429.33
 h) General and Administrative (Rate: 0.09%) i) Gen & Admin [(c) x (h)] \$ 190.95

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 393,787.53

k) TOTAL FIXED FEE [(c) + (j) x fixed fee 10%] \$ 61,581.98

FIXED FEE

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel	1	each		\$ 19,000.00
Data Collection	1	each		\$ 19,300.00
Re-usable engagement materials	1	each		\$ 5,125.00
Pop-Up and Kit materials	1	each		\$ 19,625.00
Videographer (Drone and pop-up interviews)	1	each		\$ 10,000.00
Spanish translation of written engagement materials	1	each		\$ 8,000.00
Stipend for Sonoma County Bicycle Coalition	1	each		\$ 5,000.00

l) TOTAL OTHER DIRECT COSTS \$ 86,050.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: HereLA \$ 95,076.89
 Subconsultant 2: Leshner Planning, LLC \$ 65,000.00
 Subconsultant 3: MNS Engineering, Inc. \$ 40,976.17
 Subconsultant 4: SZS Engineering Access, Inc. \$ 89,969.60

(m) TOTAL SUBCONSULTANTS' COSTS \$ 291,022.66

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 377,072.66

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,054,474.43

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own 10-H cost proposals.
- Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant TDG Engineering, Inc. Contract No. TBD Date 3/12/2026
Project No. TBD

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours				
<u>Subtotal</u> per	per Cost		Avg Hourly Rate		Contract Duration
Cost Proposal	Proposal				
\$ 210,704.27	/ 3494	=	\$60.30		Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Period 1	\$60.30	+	5%	=	\$63.32 Period 2 Avg Hourly Rate
Period 2	\$63.32	+	5%	=	\$66.49 Period 3 Avg Hourly Rate
Period 3	\$66.49	+	5%	=	\$69.81 Period 4 Avg Hourly Rate
Period 4	\$69.81	+	5%	=	\$73.30 Period 5 Avg Hourly Rate

3. Calculate estimated hours per Period (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	35.00%	*	3494	=	1222.9	Estimated Hours Period
Period 2	35.00%	*	3494	=	1222.9	Estimated Hours Period
Period 3	20.00%	*	3494	=	698.8	Estimated Hours Period
Period 4	10.00%	*	3494	=	349.4	Estimated Hours Period
Period 5	0.00%	*	3494	=	0	Estimated Hours Period
Total	100%		Total	=	3494	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated)		Cost Per Period	
Period 1	\$60.30	*	1222.9	=	\$73,746.49	Estimated Hours Period
Period 2	\$63.32	*	1222.9	=	\$77,433.82	Estimated Hours Period
Period 3	\$66.49	*	698.8	=	\$46,460.29	Estimated Hours Period
Period 4	\$69.81	*	349.4	=	\$24,391.65	Estimated Hours Period
Period 5	\$73.30	*	0	=	\$0.00	Estimated Hours Period
Total Direct Labor Cost with Escalation				=	\$222,032.26	
Direct Labor Subtotal before escalation				=	\$210,704.27	
Estimated total of Direct Labor Salary Increase				=	\$11,327.99	Transfer to Page 1

5. Period start and end dates

Period 1 2/2026 - 1/2027
 Period 2 2/2027 - 1/2028
 Period 3 2/2028 - 1/2029
 Period 4 2/2029 - 1/2030

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)

Cost Proposal - Certification

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Roswell Eldridge Title*: Executive Vice President

Signature: _____ Date of Certification (mm/dd/yyyy): 3/12/2026

Email: reldridge@tooledesign.com Phone Number: 301.927.1900

Address: One Inventa Place, West Tower, Suite 950, Silver Spring, MD 20910

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Planning, Community Engagement and Engineering Services

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant MNS Engineers, Inc.
Project No. TBD Contract No. TBD Date 3/2/2026

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Base Hourly Rate	Total
Practice Lead	*	Debra Leight	41	\$103.99	\$ 4,263.6
Senior Environmental Planner	*	Renee Gleason	36	\$54.85	\$ 1,974.6
Air Quality/Noise Tech Lead		Zhe Chen	8	\$84.13	\$ 673.0
Associate Planner		Trevor Withrow	72	\$43.27	\$ 3,115.4
Resident Engineer		Michael Clark	8	\$88.27	\$ 706.2
Senior Project Engineer		TBD	16	\$62.28	\$ 996.5
Project Engineer		TBD	20	\$56.48	\$ 1,129.6
Engineer II		TBD	24	\$43.00	\$ 1,032.0
Engineer I		TBD	44	\$38.58	\$ 1,697.5
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
Total			269		\$ 15,588.4

0

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 15,588.43
 b) Anticipated Salary Increases (see page 2 for calculation) \$281.99
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 15,870.42

INDIRECT COSTS

d) Fringe Benefits (Rate: 60.71%) e) Total Fringe Benefits [(c) x (d)] \$ 9,634.93
 f) Overhead (Rate: 74.01%) g) Overhead [(c) x (f)] \$ 11,745.70
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 21,380.64
k) TOTAL FIXED FEE [(c) + (j) x fixed fee 10%] \$ 3,725.11

FIXED FEE

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Equipment Rental and Supplies		each		\$ -
Permit Fees		each		\$ -
Plan Sheets		each		\$ -
Mileage Costs		mile	\$0.73	\$ -
Test		each		\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____
(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -
TOTAL COST [(c) + (j) + (k) + (n)] \$ 40,976.17

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own 10-H cost proposals.
- Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant MNS Engineers, Inc. Contract No. TBD Date 3/2/2026
Project No. TBD

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor		Total Hours		Avg Hourly Rate	Contract Duration
<u>Subtotal</u> per		per Cost			
Cost Proposal	/	Proposal	=		
\$ 15,588.43		269		\$57.95	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Period 1	\$57.95	+	3%	=	\$59.69	Period 2 Avg Hourly Rate
Period 2	\$59.69	+	3%	=	\$61.48	Period 3 Avg Hourly Rate
Period 3	\$61.48	+	3%	=	\$63.32	Period 4 Avg Hourly Rate
Period 4	\$63.32	+	3%	=	\$65.22	Period 5 Avg Hourly Rate

3. Calculate estimated hours per Period (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	50.00%	*	269	=	134.5	Estimated Hours Period
Period 2	40.00%	*	269	=	107.6	Estimated Hours Period
Period 3	10.00%	*	269	=	26.9	Estimated Hours Period
Period 4	0.00%	*	269	=	0	Estimated Hours Period
Period 5	0.00%	*	269	=	0	Estimated Hours Period
Total	100%		Total	=	269	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated)		Cost Per Period	
Period 1	\$57.95	*	134.5	=	\$7,794.22	Estimated Hours Period
Period 2	\$59.69	*	107.6	=	\$6,422.43	Estimated Hours Period
Period 3	\$61.48	*	26.9	=	\$1,653.78	Estimated Hours Period
Period 4	\$63.32	*	0	=	\$0.00	Estimated Hours Period
Period 5	\$65.22	*	0	=	\$0.00	Estimated Hours Period

Total Direct Labor Cost with Escalation	=	\$15,870.42	
Direct Labor Subtotal before escalation	=	\$15,588.43	
Estimated total of Direct Labor Salary Increase	=	\$281.99	Transfer to Page 1

5. Period start and end dates

Period 1	2/2026 - 1/2027
Period 2	2/2027 - 1/2028
Period 3	2/2028 - 1/2029
Period 4	2/2029 - 1/2030

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

Cost Proposal - Certification

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Brandon Reyes Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 3/2/2026

Email: breyes@mnsengineers.com Phone Number: 951.532.4510

Address: 3150 Vine Street, Riverside CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

CEQA/NEPA environmental support, construction management support, coordination



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: MNS Engineers, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 135.36% Or

Home Office Rate: 134.72% and Field Office Rate (if applicable): 135.78%

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/1/24-12/31/24

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Here Design Studio, LLC (HERE) Contract No. TBD Date 3/2/2026
Project No. SCTA RFP 25001

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor		Total Hours		Avg Hourly Rate	Contract Duration
<u>Subtotal per</u>		<u>per Cost</u>			
Cost Proposal	/	Proposal	=		
\$ 29,359.94		471		\$62.34	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Period 1	\$62.34	+	3%	=	\$64.21	Period 2 Avg Hourly Rate
Period 2	\$64.21	+	3%	=	\$66.13	Period 3 Avg Hourly Rate
Period 3	\$66.13	+	3%	=	\$68.12	Period 4 Avg Hourly Rate
Period 4	\$68.12	+	3%	=	\$70.16	Period 5 Avg Hourly Rate

3. Calculate estimated hours per Period (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	75.00%	*	471	=	353.25	Estimated Hours Period
Period 2	25.00%	*	471	=	117.75	Estimated Hours Period
Period 3	0.00%	*	471	=	0	Estimated Hours Period
Period 4	0.00%	*	471	=	0	Estimated Hours Period
Period 5	0.00%	*	471	=	0	Estimated Hours Period
Total	100%		Total	=	471	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate <u>(calculated above)</u>		Estimated Hours <u>(calculated)</u>		Cost <u>Per Period</u>	
Period 1	\$62.34	*	353.25	=	\$22,019.96	Estimated Hours Period
Period 2	\$64.21	*	117.75	=	\$7,560.18	Estimated Hours Period
Period 3	\$66.13	*	0	=	\$0.00	Estimated Hours Period
Period 4	\$68.12	*	0	=	\$0.00	Estimated Hours Period
Period 5	\$70.16	*	0	=	\$0.00	Estimated Hours Period

Total Direct Labor Cost with Escalation	=	\$29,580.14	
Direct Labor Subtotal before escalation	=	\$29,359.94	
Estimated total of Direct Labor Salary Increase	=	\$220.20	Transfer to Page 1

5. Period start and end dates

Period 1	2/2026 - 1/2027
Period 2	2/2027 - 1/2028
Period 3	2/2028 - 1/2029
Period 4	2/2029 - 1/2030

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

Cost Proposal - Certification

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Shannon Davis Title*: Co-Director

Signature:  Date of Certification (mm/dd/yyyy): 3/2/2026

Email: sdavis@here.la Phone Number: (323) 686-1814

Address: 500 Molino #110, Los Angeles, 90013

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Urban design, urban planning, creative outreach

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Leshner Planning LLC

Project No. TBD Contract No. TBD Date 3/5/26

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Base Hourly Rate - Assumes Fully Loaded Rate	Total
Principal Planner	*	Eleanor Leshner	275	\$235.00	\$ 64,625.0
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
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			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
			0		\$ -
Total			275		\$ 64,625.0

61

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 64,625.00
b) Anticipated Salary Increases (see page 2 for calculation)	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 64,625.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead (Rate: <u>0.00%</u>)	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ -
k) TOTAL FIXED FEE [(c) + (j) x fixed fee _____]		\$ -

FIXED FEE

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Equipment Rental and Supplies		each		\$ 375.00
Permit Fees		each		\$ -
Plan Sheets		each		\$ -
Mileage Costs		mile		\$ -
Test		each		\$ -

l) TOTAL OTHER DIRECT COSTS \$ 375.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
(m) TOTAL SUBCONSULTANTS' COSTS	\$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 375.00
TOTAL COST [(c) + (j) + (k) + (n)] \$ 65,000.00

- NOTES:
- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own 10-H cost proposals.
 - Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
 - Anticipated salary increases calculation must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Leshner Planning LLC Contract No. TBD Date 3/5/26
Project No. TBD

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours				
<u>Subtotal</u> per	per Cost		Avg Hourly Rate	Contract Duration	
Cost Proposal	Proposal				
\$ 64,625.00	/ 275	=	\$235.00	Period 1 Avg Hourly Rate	

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Period 1	\$235.00	+	3%	=	\$242.05 Period 2 Avg Hourly Rate
Period 2	\$242.05	+	3%	=	\$249.31 Period 3 Avg Hourly Rate
Period 3	\$249.31	+	3%	=	\$256.79 Period 4 Avg Hourly Rate
Period 4	\$256.79	+	3%	=	\$264.49 Period 5 Avg Hourly Rate

3. Calculate estimated hours per Period (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	50.00%	*	275	=	137.5	Estimated Hours Period 1
Period 2	40.00%	*	275	=	110	Estimated Hours Period 2
Period 3	10.00%	*	275	=	27.5	Estimated Hours Period 3
Period 4	0.00%	*	275	=	0	Estimated Hours Period 4
Period 5	0.00%	*	275	=	0	Estimated Hours Period 5
Total	100%		Total	=	275	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated)		Cost Per Period	
Period 1	\$235.00	*	137.5	=	\$32,312.50	Estimated Hours Period 1
Period 2	\$242.05	*	110	=	\$26,625.50	Estimated Hours Period 2
Period 3	\$249.31	*	27.5	=	\$6,856.07	Estimated Hours Period 3
Period 4	\$256.79	*	0	=	\$0.00	Estimated Hours Period 4
Period 5	\$264.49	*	0	=	\$0.00	Estimated Hours Period 5
Total Direct Labor Cost with Escalation				=	\$65,794.07	
Direct Labor Subtotal before escalation				=	\$64,625.00	
Estimated total of Direct Labor Salary Increase				=	\$1,169.07	Transfer to Page 1

5. Period start and end dates

Period 1 2/2026 - 1/2027
 Period 2 2/2027 - 1/2028
 Period 3 2/2028 - 1/2029
 Period 4 2/2029 - 1/2030

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

Cost Proposal - Certification

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Eleanor Leshner Title*: Owner/Principal Planner

Signature:  Date of Certification (mm/dd/yyyy): 3/5/26

Email: eleanor@leshnerplanning.com Phone Number: 415-684-8988

Address: 2920 Thorn Road, Sebastopol, CA 95472

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Transportation planning and community engagement support

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant SZS Engineering Access, Inc Contract No. TBD Date 2/24/2026
Project No. TBD

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours				
<u>Subtotal</u> per	per Cost		Avg Hourly Rate	Contract Duration	
Cost Proposal	Proposal				
\$ 31,337.30 /	581	=	\$53.94	Period 1 Avg Hourly Rate	

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Period 1	\$53.94	+	0%	=	\$53.94 Period 2 Avg Hourly Rate
Period 2	\$53.94	+	0%	=	\$53.94 Period 3 Avg Hourly Rate
Period 3	\$53.94	+	0%	=	\$53.94 Period 4 Avg Hourly Rate
Period 4	\$53.94	+	0%	=	\$53.94 Period 5 Avg Hourly Rate

3. Calculate estimated hours per Period (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	100.00%	*	581	=	581	Estimated Hours Period
Period 2	0.00%	*	581	=	0	Estimated Hours Period
Period 3	0.00%	*	581	=	0	Estimated Hours Period
Period 4	0.00%	*	581	=	0	Estimated Hours Period
Period 5	0.00%	*	581	=	0	Estimated Hours Period
Total	100%		Total	=	581	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated)		Cost Per Period	
Period 1	\$53.94	*	581	=	\$31,337.30	Estimated Hours Period
Period 2	\$53.94	*	0	=	\$0.00	Estimated Hours Period
Period 3	\$53.94	*	0	=	\$0.00	Estimated Hours Period
Period 4	\$53.94	*	0	=	\$0.00	Estimated Hours Period
Period 5	\$53.94	*	0	=	\$0.00	Estimated Hours Period
Total Direct Labor Cost with Escalation				=	\$31,337.30	
Direct Labor Subtotal before escalation				=	\$31,337.30	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

5. Period start and end dates

Period 1 2/2026 - 1/2027
 Period 2 2/2027 - 1/2028
 Period 3 2/2028 - 1/2029
 Period 4 2/2029 - 1/2030

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

· Calculations for anticipated salary escalation must be provided.

Cost Proposal - Certification

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Syroun Sanossian Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 2/24/2026

Email: syroun@szs.engineering Phone Number: (866) 694-7637

Address: 428 J Street, Suite 400, Sacramento, CA 95814

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

ADA Self-Evaluation and Transition Plan. This fee proposal covers only Phase 1. Additional Tasks will need to be completed in Phase 2, which are not included in this contract.

EXHIBIT C: PROJECT SCHEDULE

Exhibit C

PROJECT SCHEDULE

Tool Design is ready and available to launch and execute this project upon Notice to Proceed. The table below demonstrates Toole Design's proposed timeline for completion of the Sonoma County Demonstration and ADA Transition Plan Project. This schedule will be refined based on discussions with SCTA and the outcomes of the kickoff meeting.

TASK	2026				2027				2028				2029		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1: DEMONSTRATION PROJECTS (PRE-NEPA)															
1.1: NEPA/CEQA ENVIRONMENTAL COMPLIANCE AND PRELIMINARY DESIGN															
1.1.1 Project Mgmt: SCTA Kickoff Meeting	●														
1.1.1 Project Mgmt: IAWG Working Group Meetings															
1.1.1 Project Mgmt: Bi-weekly PMT Meetings															
1.1.1 Project Management Plan	◆														
1.1.2 Project Refinement		◆													
Evaluation Framework					◆										
1.1.3 Pop-up Design					◆										
1.1.4 Demonstration Projects Preliminary Design (30%)				◆											
Data Completion and Collection					◆										
1.1.5 Environmental Compliance						◆									
1.2: OUTREACH AND ENGAGEMENT															
1.2.1 Outreach and Engagement Plans				◆											
1.2.2 Pre-Demonstration Project Engagemet					●										
1.2.3 Pop-up Events						◆									
1.2.4 Pop-up Kit of Parts						◆									
1.2.5 Pop-up Project Showcase Videos							◆								
2: DEMONSTRATION PROJECTS (POST-NEPA)															
2.1: FINAL DESIGN															
2.1.2 - 2.1.3 60%, 90%, and Final Design Packages							◆								
2.2: DEMONSTRATION PROJECT MATERIALS PROCUREMENT AND CONSTRUCTION MANAGEMENT															
2.2.1 Material Procurement Support															
2.2.2 Construction Management Support															
As-Builts															
2.2.3 Pop-up Events Evaluation									◆						
2.2.4 Demonstration Project Evaluation															
Pre-Implementation Data Collection															
Post-Implementation Data Collection															
2.2.5 Evaluation Findings and Reporting														◆	◆
3: CITY OF COTATI ADA TRANSITION PLAN															
3.1: ADA TRANSITION PLAN - PHASE 1															
3.1.1 Management and Oversight	●														
3.1.2 Community and Stakeholder Engagement															
3.1.3 Program, Policy, and Procedures Review															
3.1.4 Facility Assessments: Buildings, Parks & Parking															
3.2: ADA TRANSITION PLAN - PHASE 2 (OPTIONAL)															
Phase 2 schedule to be determined based on recommendations from Phase 1 and available funding															

- Meeting
- ◆ Deliverable