

## **ADAPTATION GRANTS (STATE)**

### **RESTRICTED GRANT AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **County of Humboldt**, hereinafter referred to as **AGENCY**, will commence on **October 1, 2018**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2021**.

#### **RECITALS**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

#### **SECTION I**

##### **AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

#### **SECTION II**

##### **CALTRANS AGREES:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

#### **SECTION III**

##### **IT IS MUTUALLY AGREED:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046, and **AGENCY** will conduct

transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS's** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and Grant Application Guide, available at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the **Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure – Phase 1**, hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Application Guide.

California Government Code Section 14460(a)(1) provides: "The department (**CALTRANS**), and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between Federal, State and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any federal funds.

6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
PTA	State	\$425,000.00
LOCAL MATCH	Agency Provided	\$ 55,063.00
Total Project Costs		\$480,063.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops.Cal.Atty.Gen. 586 (1975), 63 Ops.Cal.Atty.Gen. 290 (1980), 74 Ops.Cal.Atty.Gen. 10 (1991), and 88 Ops.Cal.Atty.Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for PROJECT is Hank Seeman.
- b. **CALTRANS's** Contract Manager is Kevin Tucker. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**County of Humboldt**

Attention: Hank Seeman, Project Manager  
Phone Number: (707) 268-2680  
Email: hseemann@co.humboldt.ca.us  
1106 Second Street  
Eureka, CA 95501

**California Department of Transportation**

District 1 Planning  
Attention: Kevin Tucker, Contract Manager  
Phone Number: (707) 286-2680  
Email: kevin.tucker@dot.ca.gov  
1656 Union Street  
Eureka, CA 95501

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **October 1, 2018**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice

to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2021**.

- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

#### **10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

#### **11. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$425,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

#### **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

#### **13. Budget Contingency Clause**

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this

Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

#### **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this Agreement and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this Agreement and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)  
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS**' Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.

e. Invoices shall include the following information:

- 1) Names of the **AGENCY** personnel performing work
- 2) Dates and times of Project Work
- 3) Locations of Project Work
- 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.
- 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.

g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

## **15. Local Match Funds**

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior

to the Expiration Date of this RGA.

- b. Local cash and in-kind match requirements can be found in **Attachment III**, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

## **16. Cost Principles**

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above.**

#### **17. Americans with Disabilities Act**

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### **18. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its sub-recipients, or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, shall fully defend, indemnify and save harmless **CALTRANS** and all of **CALTRANS**'s officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

#### **19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, its contractors, its sub-recipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time



during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

## **20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above

referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA Agreement shall contain all the provisions of this article.

## **21. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## **22. Third-Party Contracts**

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the

Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors and, subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

### **23. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(a)(3), that every employee who works on the proposed contract or grant:
- 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

#### **24. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### **25. State-Owned Data**

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to

those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

**26. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **AGENCY's** indemnification obligations contained elsewhere in this Agreement, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, sub-recipients, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless

of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

## **27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

When applicable, **AGENCY** must comply with these provisions.

## **28. Project Close Out/Final Product**

- a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

## **29. OWNERSHIP OF PROPRIETARY PROPERTY**

### **a. Definitions**

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this Agreement including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this Agreement. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY** and/or **AGENCY's** contractor, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely

by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or sub-recipient and/or the **AGENCY's** contractor, subcontractor and/or sub-recipient's employees with one or more employees of **CALTRANS**, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees or by any of the **AGENCY's** contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or sub-recipient for **CALTRANS**. **CALTRANS** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees and all of **AGENCY's** contractor's, subcontractor's and sub-recipient's employees agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS**, its successors and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor and/or sub-recipient from **CALTRANS**. From time to time upon **CALTRANS's** request, the **AGENCY's** contractor, subcontractor, and/or sub-recipients and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as **CALTRANS** may request. **CALTRANS**, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. **AGENCY** hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **INVENTIONS**

- 1) **Vesting of Patent Ownership:** The **AGENCY**, its employees and all **AGENCY's** contractors, subcontractors and sub-recipients hereby agrees to

assign to **CALTRANS**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain **CALTRANS's** property regardless of whether such protection is sought. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent Work Product, specifically pointing out features or concepts that the **AGENCY**, its employees and/or **AGENCY's** contractor, subcontractor and/or sub-recipient believes to be new or different. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall, upon **CALTRANS's** request and at **CALTRANS's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS**, and shall sign all such applications over to **CALTRANS**, its successors, and assigns. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall give **CALTRANS** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that **CALTRANS** is unable for any reason whatsoever to secure the **AGENCY's**, its employees' and/or **AGENCY's** contractor's, subcontractor's and/or sub-recipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees and **AGENCY's** contractor, subcontractor, and sub-recipient hereby irrevocably designates and appoints **CALTRANS** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees and **AGENCY's** contractor's, subcontractor's, and/ sub-recipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient. **CALTRANS** shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.



- 2) **Pre-existing Works and License:** **AGENCY** acknowledges that all Work Product shall be the sole and exclusive property of **CALTRANS**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this Agreement and hereby grants to **CALTRANS** a non-exclusive, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Sub-recipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, sub-recipients, and service vendors (hereinafter "**AGENCY's Contractor/ Subcontractor/Sub-recipient**") providing services under this Agreement to conform to the provisions of this Exhibit. In performing services under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Sub-recipient** becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** shall then immediately notify **CALTRANS** in writing.

e. **OWNERSHIP OF DATA**

- 1) Upon completion of all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The **AGENCY** shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY** under this Agreement; further, **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**.

- 4) Any sub-agreement in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

SECTION IV

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. AGENCY Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF HUMBOLDT

By:	By:
Printed Name:	Printed Name:
Title: Contract Officer	Title:
Date:	Date:
	By:
	Printed Name:
	Title:
	Date:
	By:
	Printed Name:
	Title:
	Date:

## Scope of Work Checklist

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- ☐ Use the Fiscal Year 2018-19 template provided and in Microsoft Word format
- ☐ List all tasks and sub-tasks using the same title as stated in the project timeline
- ☐ Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- ☐ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- ☐ Include a thorough Introduction to describe the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- ☐ Include a thorough and accurate narrative description of each task and sub-task
- ☐ Include a task for a kick-off meeting with Caltrans at the start of the grant
- ☐ Include a task for procurement of consultants, if consultants are needed
- ☐ Include a task for invoicing
- ☐ Include a task for quarterly reporting to Caltrans
- ☐ Include detailed public participation and services to diverse communities
- ☐ Include project implementation/next steps
- ☐ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- ☐ EXCLUDE environmental, complex design, engineering work, and other ineligible activities

## **SCOPE OF WORK:**

### **Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure – Phase 1**

#### **INTRODUCTION:**

The County of Humboldt, City of Eureka, and Humboldt County Association of Governments (HCAOG) will work with Caltrans District 1 and interested stakeholders to develop a transportation infrastructure adaptation plan within one of the most vulnerable sub-watersheds of Humboldt Bay.

The project area is situated along the shoreline of Humboldt Bay at the northeast side of the City of Eureka. The project area includes highway, railroad, airport, marine, and non-motorized transportation assets, along with utility transmission lines (gas, electrical, water), wastewater pump stations, and a mix of industrial, commercial, residential, agricultural, and wildlife land use. The City of Eureka has a median household income of \$39,063 which is 61% of the state-wide average of \$63,783 (U.S. Census Bureau, 2012-2016 data). Transit-dependent populations rely on public transportation routes through the project area.

Affected landowners and other stakeholders will assist in establishing guiding principles, identifying priorities, and supporting the development of viable adaptation project concepts. Key information regarding landscape features, exposure, and sensitivity to sea level rise will be obtained in order to inform and prioritize project planning.

The scope of work shown below reflects the anticipated process and deliverables for the project.

#### **RESPONSIBLE PARTIES:**

The County of Humboldt (applicant) will perform this work with the assistance of two sub-applicants (City of Eureka and HCAOG), and one or more consultants. After the grant is awarded, the County will retain consultants through a competitive, performance-based selection process in accordance with the Caltrans Local Assistance Procedures Manual.

#### **OVERALL PROJECT OBJECTIVES:**

- Build relationships and an organizing framework for advancing collaborative efforts among public and private landowners at a regional scale
- Improve the collective understanding of risks to transportation infrastructure from flooding and inundation hazards associated with sea level rise in Humboldt Bay
- Identify vulnerable populations and the interests of affected landowners and stakeholders, including non-transportation infrastructure (water, natural gas, electricity) and agriculture
- Identify feasible conceptual designs that protect infrastructure and are compatible with adjacent land and develop an implementation strategy
- Develop tools for evaluating the costs and benefits of investing in adaptation projects
- Establish a methodology for developing adaptation plans that can be applied in other discrete watershed basins around the perimeter of Humboldt Bay

## 1. Project Initiation

### Task 1.1 – Kick-off meeting with Caltrans

- The County will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing and quarterly reporting.
- Responsible Party: County of Humboldt

### Task 1.2 – Procurement of consultants

- The County will develop a Request for Proposals for selection of one or more consultants.
- Responsible Party: County of Humboldt

### Task 1.3 – Staff coordination

- Face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.
- Responsible Party: County of Humboldt and City of Eureka

### Task 1.4 – Identify existing conditions

- Prepare a set of base maps to identify the location of transportation and non-transportation infrastructure assets, municipal boundaries, ownership boundaries, FEMA Special Flood Hazard Area boundaries, disadvantaged community boundaries, land use categories, waterways, habitat types, and ground surface elevations.
- Develop a list of the most vulnerable properties within the project area by screening existing vulnerability assessment information.
- Develop a list of potentially interested organizations and community representatives.
- Gather previous studies and existing data relevant for assessing sea level rise vulnerability within Humboldt Bay.
- Identify relevant General Plan policies from the County of Humboldt and City of Eureka.
- Gather regulatory guidance and standards for performing vulnerability assessments and planning adaptation projects.
- Gather existing studies and data on average daily traffic, transit ridership patterns, and other metrics for use of transportation infrastructure within the study area.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

Task	Deliverable
1.1	<i>Meeting agenda, presentation, minutes</i>
1.2	<i>Local Assistance Procedures Manual Chapter 10 exhibits, executed contracts</i>
1.3	<i>Meeting agendas and notes</i>
1.4	<i>Base maps; list of vulnerable property owners and potentially interested organizations and community representatives; list of relevant documents and policies; summary of transportation metrics</i>

## 2. Stakeholder Involvement

### Task 2.1 – Preliminary Stakeholder Engagement

- Contact the list of property owners and potentially interested organizations and representatives developed in Task 1.4 to invite participation in the project. Develop a stakeholder master list of participating property owners, organizations, and community representatives.

- Meetings will be held at the beginning of the project with participating stakeholders, either as groups or individually based on their preference. The purpose of the preliminary engagement is to introduce the project, discuss previous studies and current information gaps, identify the stakeholder's short-term and long-term goals and priorities, identify known areas of concern, and invite ideas for adaptation measures to be further evaluated.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.2 – Community workshop #1**

- Solicit community engagement in the project by networking with stakeholders and utilizing print/on-line/radio/social media.
- Plan and implement a community workshop to introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to help guide Tasks 3 and 4. Participants will be asked to complete a survey and assist in developing guiding principles for the adaptation plan.
- Compile public input from community workshop #1.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.3 – Intermediate Stakeholder Engagement**

- Meetings (group or individual, based on stakeholder preference) will be held with the key stakeholders identified in Task 2.1 near the middle of the project term to present preliminary findings and gather feedback for continued project work.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.4 – Community workshop #2 and Final Stakeholder Engagement**

- Community workshop #2 will present the content of the draft project report including draft design alternatives, and invite comments within a 30-day comment period. In addition, the draft report will be presented to the key stakeholders for review and comment. The draft report will be revised as appropriate based on the comments received.
- Compile public input from community workshop #2.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

<b>Task</b>	<b>Deliverable</b>
2.1	<i>List of participating stakeholders; meeting agendas, presentations, minutes; summary of stakeholder interests and priorities</i>
2.2	<i>Workshop presentation; statement of guiding principles; summary of survey results; attendee list and photos</i>
2.3	<i>Meeting agendas, presentations, minutes</i>
2.4	<i>Workshop presentation; attendee list and photos; compilation of comments and responses</i>

### **3. Vulnerability Assessment**

#### **Task 3.1 – Assess geomorphic setting, drainage network, and shoreline protection**

- Describe the geomorphic setting of the study area and the implications for flooding hazards. Water bodies and landforms (e.g., open bay, salt marsh, mudflat, slough channel, drainage ditch, railroad grade, levee, roadway, reclaimed tideland) will be identified and characterized.
- Identify indicators for monitoring changing conditions of shoreline structures over time.
- Develop an inspection protocol and demonstrate the protocol by inspecting a minimum of two miles of shoreline or levee.

- Describe how the drainage network functions. Assess the role of salt marsh for attenuating wave energy and buffering wave effects.
- Responsible Party: Consultant

**Task 3.2 – Develop flooding and inundation maps**

- Develop maps depicting areas vulnerable to temporary flooding and permanent inundation, for existing conditions and multiple sea level rise scenarios. Flooding refers to a temporary condition typically associated with extreme events, wave action, and/or impaired drainage. Inundation refers to an enduring condition associated with regular submergence of land due to tidal action.
- Mapping will utilize the best available science for Humboldt Bay.
- Responsible Party: Consultant

**Task 3.3 – Evaluate potential impacts on shoreline structures and nearby infrastructure**

- Identify at least six useful hazard scenarios. Scenarios will reflect a range of shoreline conditions, ground elevations, and potential flooding or inundation conditions within the study area. Scenarios will account for likelihood and frequency of occurrence and the timescale of the conditions (minutes, hours, days, months). Scenarios will identify the physical processes causing the impact (e.g., wave overwash, erosion, standing water, debris) and account for water depth and wave conditions.
- Assess the sensitivity of infrastructure assets to sea level rise impacts. Impacts could include dangerous conditions, functional disruption, minor physical effects (requiring cleanup), damage (requiring repair), or failure/loss (requiring reconstruction).
- Responsible Party: Consultant

**Task 3.4 – Prepare inventory of the vulnerability of infrastructure assets**

- Develop a set of maps with accompanying tables summarizing the vulnerability of infrastructure assets and adjacent land within the study area.
- Responsible Party: Consultant

Task	Deliverable
3.1	<i>Maps; list of monitoring indicators; inspection protocol and demonstration results; content for report</i>
3.2	<i>Flooding and inundation maps; description of methods and results</i>
3.3	<i>Description of hazard scenarios; evaluation of assessment results</i>
3.4	<i>Maps and tables; description of methods and results</i>

**4. Adaptation Plan**

**Task 4.1 – Qualitative risk assessment**

- Assess the potential consequences to the transportation system and affected communities resulting from sea level rise impacts within the study area. Consequences could include disruption of critical services (e.g., transportation and utility services), social consequences (e.g., impacts to public health and safety), and economic and financial consequences.
- Synthesize the information regarding sensitivity to impacts and consequences of impacts to assess the overall risk of the transportation assets within the study area. Identify the locations with the highest risks for sea level rise impacts, accounting for the likelihood and consequences of impacts. This assessment will utilize the best available information including the findings from Task 3 (but will not include quantitative probabilistic analysis).



- Responsible Party: Consultant

**Task 4.2 – Develop conceptual design alternatives for adaptation projects**

- Identify project concepts to address the transportation assets which are most at-risk. Consider a range of intervention options including accommodation, protection (with natural or engineered features), and retreat. Incorporate innovative physical strategies including natural infrastructure and multi-objective design objectives to the extent possible. Screen the potential options based on feasibility.
- Develop conceptual designs for at least four adaptation projects that are likely to be feasible and consistent with applicable regulatory constraints.
- Prepare budgetary costs for the four conceptual designs. Utilize a format that facilitates estimating for a range of project scales and accounting for cost escalation over time.
- Responsible Party: Consultant

**Task 4.3 – Perform Benefit-Cost Analysis**

- Develop a framework for performing benefit-cost analysis using best available information. The framework will account for avoided costs due to implementing successful adaptation projects. The framework will account for co-benefits (e.g., ecosystem services) from multi-benefit projects and benefits to disadvantaged communities. The framework will be structured to facilitate refinement as new or additional information is acquired in the future.
- Responsible Party: Consultant

**Task 4.4 – Adaptation Strategy for Priority Projects**

- Identify a range of adaptation options that could apply within the study area.
- Identify trigger points to inform the development of timelines for planning the implementation of adaptation measures.
- Develop a strategy for implementing specific adaptation projects to address the most significant risks within the study area.
- Responsible Party: County of Humboldt, City of Eureka, and consultant

Task	Deliverable
4.1	<i>Description of consequences and risks; maps of highest risk locations</i>
4.2	<i>Conceptual design diagrams and maps; description of methods and results; cost estimates</i>
4.3	<i>Description of analysis framework and results</i>
4.4	<i>List of range of adaptation options; list of trigger points; description of strategy for implementing priority projects</i>

**5. Fiscal Management**

**Task 5.1 – Invoicing**

- Submit complete invoice packages to Caltrans district staff based on milestone completion – at least quarterly, but no more frequently than monthly.
- Responsible Party: County

**Task 5.2 – Quarterly Reports**

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: County

Task	Deliverable
5.1	<i>Invoice packages</i>
5.2	<i>Quarterly reports</i>

**Note:** Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.