900 Northcrest Drive, PMB 16 Crescent City, California 95531 www.dnltc.org



Tamera Leighton, Executive Director
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Desk: (707) 465-3878
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DEL NORTE LOCAL TRANSPORTATION COMMISSION MEETING AGENDA: TUESDAY, SEPTEMBER 7, 2021 AT 3 PM

Public Zoom Webinar Registration Link:

https://us02web.zoom.us/webinar/register/WN_F_zG7Dx-Sv21uip-aMsXnA

- 1. Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Public comment period
 Anyone wishing to make public comments regarding matters either on or off the
 agenda and within the Commission's jurisdiction may do so at this time; however, the
 Commission is not permitted to act on non-agenda items.
- 4. Adjourn to the Policy Advisory Committee

CONSENT AGENDA for POLICY and ADMINISTRATIVE

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

- a) Minutes of July 6, 2021 Staff recommendation: By consensus, accept minutes of July 6, 2021.
- b) Fiscal Audit Contract for 2020-21 year Proposed action: By polled vote, authorize the executive director to execute the contract with Harshwall and Associates for fiscal audit services.
- c) Transportation Development Act funding for Triennial Performance Audit Proposed action: By polled vote, adopt Resolution 2021 13 allocating Transportation Development Act (TDA) for Triennial Performance Audit services.
- d) Resolution approving the State of Good Repair transit funding list Proposed action: By polled vote, adopt Resolution 2021 14 approving the State of Good Repair funding project list.

POLICY and ADMINISTRATIVE

- e) Discussion items
 - Review the conceptual and preliminary proposal for US 199 at Elk Valley
 Cross Road and the related funding strategy
 - DNLTC Crowdsourcing review with Green DOT Transportation Solutions
 - US 199 Safety Audit study update

- Hiouchi community convening to discuss improvements
- Transportation economic impact
- Caltrans milestones chart
- 5. Policy Advisory Committee comments and reports
- **6.** Action on the recommendations of the Policy Advisory Committee Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in the items listed above.
- 7. Adjourn until the regular meeting on Tuesday, October 3, 2021 at 3 p.m.

Anyone requiring reasonable accommodation to participate in the meeting should contact the Executive Director Tamera Leighton, at (707) 465-3878, at least five (5) days prior to the meeting.

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CONSENT AGENDA ITEM A-D

DATE: SEPTEMBER 7, 2021

TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION

FROM: TAMERA LEIGHTON, EXECUTIVE DIRECTOR

SUBJECT: CONSENT AGENDA ITEMS

a) Minutes of July 6, 2021 Staff recommendation: By consensus, accept minutes of July 6, 2021.

b) Fiscal Audit Contract for 2020-21 year

TAC recommendation and proposed action: By polled vote, authorize the executive director to execute the contract with Harshwall and Associates for fiscal audit services.

This authorization creates an efficiency for mandatory audit services, and it creates a one-year contract extension with updated contracting language. It is non-controversial.

c) Transportation Development Act funding for Triennial Performance Audit Proposed action: By polled vote, adopt Resolution 2021 13 allocating Transportation Development Act (TDA) for Triennial Performance Audit services.

This authorization is usual and customary and happens on a triennial basis. This establishes the funding for performance auditing and does not award a contract.

d) Resolution approving the State of Good Repair transit funding list Proposed action: By polled vote, adopt Resolution 2021 14 approving the State of Good Repair funding project list.

This authorization is usual and customary and happens on an annual basis. Redwood Coast Transit Authority is the only eligible recipient of the SGR funding.

DEL NORTE TRANSPORTATION COMMISSION REGULAR MEETING MINUTES: TUESDAY, JULY 6, 2021 AT 3 PM

Present: Commissioner Ray Altman, City

Commissioner Jason Greenough, City, Chair Commissioner Gerry Hemmingsen, County Commissioner Chris Howard, County

Commissioner Chris Howard, County

Commissioner Darrin Short, County

Tatiana Ahlstrand, Caltrans, Policy Advisory Member

Absent: Commissioner Beau Smith, City

Also Present: Tatiana Ahlstrand, Caltrans, Policy Advisory Member

Susan Brown, Rural Approaches

Jen Buck, Caltrans Scott Burger, Caltrans

Jessica Cejnar, Wild Rivers Outpost

Tom Fitzgerald, Caltrans Valency Fitzgerald, Caltrans

Tamara Leighton, Local Transportation Commission

Autumn Luna, Legal Council

Cori Reed, Caltrans Nacole Satterfield, City

1. CALL MEETING TO ORDER

Chair Greenough called the meeting to order at 3:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chair Greenough led the Pledge of Allegiance

3. PUBLIC COMMENT PERIOD

Anyone wishing to make public comments regarding matters either on or off the agenda and within the Commission's jurisdiction may do so at this time; however, the Commission is not permitted to act on non-agenda items.

The following person(s) addressed the Commission: None

4. ADJOURN TO THE POLICY ADVISORY COMMITTEE

Chair Greenough adjourned as the Del Norte Local Transportation Commission and immediately reconvened as the Policy Advisory Committee at 3:02 p.m.

CONSENT AGENDA

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

a) MINUTES OF APRIL 6, 2021

Proposed action: By consensus, accept minutes of April 6, 2021.

b) TRANSPORTATION DEVELOPMENT ACT CLAIM

Staff recommendation: By polled vote, approve Redwood Coast Transit Authority Transportation Development Act claim and authorize the Chair to sign.

c) ADOPT TRANSPORTATION DEVELOPMENT ACT (TDA) RESOLUTIONS FOR 2020-21.

Proposed action: By polled vote, adopt the following resolutions per the TDA fund estimate:

- i. 2021 8 Del Norte Local Transportation Commission resolution allocating funds to Redwood Coast Transit Authority for Operating Expenses.
- 2021 9 Del Norte Local Transportation Commission resolution allocating funds for administrative and planning purposes per the adopted Overall Work Program.
- iii. 2021 10 Del Norte Local Transportation Commission resolution allocating funds for pedestrian and bicycle purposes.

d) ADOPT RESOLUTION 2021 11 AUTHORIZING THE EXECUTIVE DIRECTOR TO ADMINISTER PLANNING, PROGRAMMING AND MONITORING FUNDING.

Proposed action: Adopt Resolution 2021 12 authorizing the Executive Director to execute fund transfer agreements with the State of California Department of Transportation for planning, programming and monitoring purposes.

Public Comment: None

On a motion by Commissioner Howard, seconded by Commissioner Hemmingsen, and unanimously carried on a polled vote the Del Norte Local Transportation Commission approved items 4 a-d.

POLICY and ADMINISTRATIVE

e) CONSIDER CONSTRUCTION UPDATE BY CALTRANS AND PARTNERSHIP WITH CHAMBER OF COMMERCE TO SUPPORT EMERGENCY CONSTRUCTION AT LAST CHANCE GRADE.

Recommended action: By polled vote, adopt resolution 2021 12 allocating \$6,650 of Regional Surface Transportation Program (RSTP) funds to the Crescent City/Del Norte County Chamber of Commerce for construction support at Last Chance Grade.

Tamera Leighton discussed the opportunity to partner with the Chamber of Commerce and Caltrans to disseminate information about the Last Chance Grade four-hour closures twice daily. The Chamber of Commerce, working with Caltrans and DNLTC, proposes to distribute flyers provided by Caltrans with information

regarding the closures. The funding requested will help with the expenses needed media outreach to reduce the number of vehicles waiting for several hours for the highway to open. Caltrans has placed 20 porta-potties, 20 extra support personnel to hand out water, granola bars, and informational flyers at the closure site. Additionally media outlets will be continually updated on the road closure. The twice-daily 4-hour road closures will help significantly in the progress of the road repair work. Chair Greenough asked when these long road closures would end. Cori Reed, Caltrans Chief of Public Information and Legislative Affairs, responded that the extended closures are expected to end by August 31. Commissioner Short inquired about the many businesses that are losing income due to the extended closures. Cori Reed understands the dilemma and Caltrans is working as quickly as possible to reduce the closure. Commissioner Short then asked if the slide material could be pushed to the downside to speed up site clearing. Tom Fitzgerald, Caltrans District 1 Deputy Director, replied several agencies would take issue with pushing slide material over the side, and there would be many permitting and environmental constraints. Nacole Sutterfield asked if this was a semi-permanent correction, and where is Caltrans in the process of a permanent solution. Tom Fitzgerald explained this slide is part of a conglomeration of slide areas and none of this current work is a permanent solution; it is semi-permanent work to control this particular slide.

Public Comment: None

On a motion by Commissioner Hemmingsen, seconded by Commissioner Howard, and unanimously carried on a polled vote the Del Norte Local Transportation Commission adopted resolution 2021 12 allocating \$6,650 of Regional Surface Transportation Program (RSTP) funds to the Crescent City/Del Norte County Chamber of Commerce for construction support at Last Chance Grade.

f) SHOPP NOMINATION PROCESS AND PROJECT LIST PRESENTATION BY CALTRANS.

Staff recommendation: By consensus, direct staff to respond. Tamera Leighton introduced Caltrans Asset Manager Valency Fitzgerald, Caltrans Project Engineer Kirsten Thuresson, and Caltrans Del Norte Coordinator Tatiana Ahlstrand to present the State Highway Operations and Protections Program (SHOPP) process and project list. Valency Fitzgerald gave a brief overview of the 10-year plan and 2-year asset management cycle, how projects are nominated, and district performance and objectives. Valency presented the preliminary list of projects and discussed the best time to incorporate projects into the 10-year plan. Kirsten Thuresson gave an update on the pedestrian and bike paths, GIS data, and talked about documenting and communicating multi-modal needs and working with Caltrans staff. Kirsten gave an overview of submitting Project Initiation Documents (PID) on a 2-year cycle in July of odd number years. Kirsten also discussed SB1 and related the next round of applications is in 2022. The application process is very competitive and applications must align with state goals. Tatiana Ahlstrand gave an overview of the scoping information worksheets. Valency added local needs projects may be incorporated with Caltrans projects if circumstances fit the

projects. Tamera Leighton noted that there was only one Del Norte County project on the SHOPP list and that most of the project is in a neighboring county. Tamera also noted that most of the Del Norte projects do not fit within the state parameters. Valency stated that some of those projects may be incorporated into the SHOPP reservation list which is a longer outlook on the list and initiated differently.

Public Comment: None No action was taken.

g) DISCUSSION ITEMS

- Last Chance Grade: Permanent solution Jamie Mattioli, Caltrans Project Manager, relayed Caltrans is working towards a long-term solution for Last Chance Grade. This project started in 2015 and to date, there has been much work done. Geo-technical studies, alternative analysis, engineering studies, and environmental studies are underway. Currently, they are working on biological and general studies and expect these to be completed this year. The draft environmental document will be written in 2022. Jamie discussed a town hall that is planned for this fall, probably in November.
- Project Status Report review Jen Buck, Caltrans Project Engineer, discussed increasing and improving communications. Jen presented the project list and stated that a map will be incorporated into the list to better see and review the projects.
- Safety Audit Update Tom Fitzgerald, Caltrans District 1 Deputy Director, discussed the US 199 Safety Audit. The contract with the consultant will be finalized next month and work will begin at that time. Stakeholders and the public will be engaged in the process. The expectation is the Safety Audit will be completed in one year.
- US 199 at Elk Valley Cross Road Tom Fitzgerald discussed Elk Valley Cross Road reporting the Safety Office is reviewing funding to implement safety measures or develop a permanent solution which would be implemented over time. Tamera Leighton suggested a partnership with Caltrans using the funds received through Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) to find a solution. Maybe tightening the ramp so drivers will have to slow down and to increase sight distance. Tom responded that Caltrans does not have enough collision history to merit an Elk Valley Cross Road safety project, however, there should be a discussion with Caltrans regarding what can be done by Caltrans using the CRRSAA funds.
- US 101 at Timbers Boulevard Tom Fitzgerald reported Caltrans will be developing a turn pocket for the northbound traffic. Funds are being allocated for the improvement. Commissioner Howard asked about a

- southbound turn lane as well. Tom responded that a southbound turn pocket is included in the project.
- Zero-emission infrastructure Tamera Leighton reported that she is a member of the North State Super Region Work Group regarding the State's zero-emissions mandate. California has mandated that no new vehicles are to be sold unless they are electric when this mandate goes into effect.
- Dr. Fine Bridge Replacement Project (added discussion item)- Jen Buck, Caltrans Project Engineer, reported the project is ready to list and will go out to bid. Funding has been requested for the project.

Public Comment: None

5. COMMISSIONER COMMENTS AND REPORTS

None

6. ACTION ON THE RECOMMENDATIONS OF THE POLICY ADVISORY COMMITTEE

Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in the items listed above.

Public Comment: None

On a motion by Commissioner Short, seconded by Commissioner Howard, and unanimously carried on a polled vote the Del Norte Local Transportation Commission approved items 4 a-f.

7. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) Friends of Del Norte et al. v. California Dept. of Transportation et al. United States District Court Northern District of California Case No. 3:18-cv-00129

Tamera Leighton reported that no action was taken in the closed session.

8. ADJOURN UNTIL THE REGULAR MEETING SCHEDULED ON TUESDAY, AUGUST 3,

liourned the ng on Tuesday,

2021 AT 3:00 P.M.
With no further business before the Commission, Chair Greenough acregular meeting at 4:27 p.m., until the next regularly scheduled meet
August 3, 2021, at 3:00 p.m.
Respectfully submitted
Tamera Leighton, Executive Director

DEL NORTE LOCAL TRANSPORTATION COMMISSION PROFESSIONAL SERVICES AGREEMENT WITH HARSHWAL & COMPANY, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as September 7, 2021 ("Effective Date"), by and between the Del Norte Local Transportation Commission ("DNLTC") and Harshwal & Company LLC ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional auditing services to DNLTC under the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. <u>Services</u>. Consultant will provide the professional services as described in and in accordance with the Engagement Letter and Fees set forth in Exhibit A, attached hereto and incorporated herein ("Services"). As needed by DNLTC, Services will be ordered by DNLTC by specifying the task to be performed ("Task Orders"). There are no additional Task Orders. Additional Task Orders may be agreed to by the Parties and these must be numbered in series and will be set forth in similar format and attached to and become part of this Agreement.

2. <u>Compensation</u>.

- A. For the full performance of the Services described in Exhibit A, DNLTC will compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of all Services under the Engagement Letter and all Task Orders must not exceed twelve thousand four hundred dollars (\$12,400).
- B. Consultant must submit detailed monthly invoices reflecting all services performed during the preceding month, including a revised or re-stated schedule for performance and any additional documentation requested by DNLTC.
- C. Consultant will be compensated for services in addition to those described in Exhibit A, only if Consultant and DNLTC execute a written amendment to this Agreement describing the additional services to be performed and the compensation to

be paid for those services. In no case will the total compensation under this Agreement exceed the "not-to-exceed" amount specified in Paragraph A, above, without prior written authorization from DNLTC.

- D. DNLTC's obligation to pay compensation to Consultant is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments. Before payment is disbursed, Consultant must be in compliance with Paragraph 19 of this Agreement.
- 3. <u>Term.</u> The term of this Agreement commences on the Effective Date, and terminates on January 30, 2022, unless sooner terminated in accordance with Section 4. Upon termination, any and all of DNLTC's documents or materials provided to Consultant and any and all of the documents or materials prepared for DNLTC or relating to or derived from the performance of the Services, must be delivered to DNLTC as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
- 4. <u>Termination</u>. DNLTC may terminate this Agreement without cause upon ten (10) days' written notice. DNLTC may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension includes, but is not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant must immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by DNLTC, Consultant is entitled to payment for all Services performed to the date of termination to the extent the Services were performed to the satisfaction of DNLTC in accordance with the terms and conditions of this Agreement. If DNLTC terminates this Agreement for cause, Consultant is liable to DNLTC for any excess cost DNLTC incurs for completion of the Services.
- 5. <u>Consultant's Representation; Independent Contractor</u>. Consultant represents that Consultant possesses distinct skills for performing the Services. DNLTC has relied upon that representation as a material inducement to enter into this Agreement. Consultant must, therefore, provide properly skilled and technical personnel to perform all Services. It is expressly understood that Consultant, its agents, and employees act in an independent capacity and as an independent contractor and not as officers, employees or agents of DNLTC. This Agreement may not be construed as an agreement for employment.
- 6. <u>Facilities and Equipment</u>. Consultant must, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services under this Agreement. DNLTC will furnish to Consultant no facilities or equipment, unless DNLTC otherwise agrees in writing to provide them.
- 7. <u>Licenses, Permits, Etc.</u> Consultant must, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term

of this Agreement any licenses, permits or other approvals that are legally required for performing the Services.

- 8. <u>Time</u>. Consultant will devote enough time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement.
- 9. <u>Inspection</u>. Consultant must provide DNLTC every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, are subject to inspection and approval by DNLTC. The inspection of the work does not relieve Consultant of any of its obligations under this Agreement.
- 10. <u>Progress Reports</u>. Upon DNLTC's request, Consultant must provide, in a form acceptable to DNLTC, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
- 11. <u>Confidentiality</u>. In the course of providing services for DNLTC, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant will not directly or indirectly disclose or use any confidential information, except as required for the performance of the Services.
- 12. <u>Conflict of Interest</u>. Consultant represents that it presently has no interest, and covenants that it will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of DNLTC. If a conflict of interest arises during this Agreement or any extension, Consultant will immediately advise DNLTC and DNLTC may, at its sole discretion, immediately terminate this Agreement.
- 13. <u>Consultant No Agent</u>. Except as DNLTC may specify in writing, Consultant has no authority, express or implied, to act on behalf of DNLTC in any capacity whatsoever as an agent. Consultant has no authority, express or implied, under this Agreement to obligate DNLTC in any way.
- 14. <u>Standard of Performance</u>. Consultant must perform all the Services in a manner consistent with the standards of Consultant's profession. If there is no professional standard applicable to the Services, Consultant must perform in a manner consistent with the standards applicable to Consultant or the type of work. All instruments of service, as defined by the American Institute of Architects, that Consultant delivers to DNLTC under this Agreement, must be prepared to comply with and conform to the standards of Consultant's type of work. All

instruments of service become the sole and exclusive property of DNLTC upon delivery.

- 15. <u>Assignment/Transfer</u>. Consultant will make no assignment or transfer in whole or in part of this Agreement without the prior written consent of DNLTC.
- 16. <u>Subcontractors</u>. Consultant must directly perform all Services, and may not subcontract any portion of performance of the Services without the prior written consent of DNLTC. Any approved subcontractors are required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant must furnish a separate schedule of names and addresses of subcontractors, if any, and must notify DNLTC in advance if changes in subcontractors occur.
- 17. Internal Revenue Service Form W-9. Consultant will provide an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by DNLTC to comply with regulations of the United States Department of the Treasury. DNLTC's Finance Department will provide Consultant with the required form. Consultant must complete and file the form with DNLTC before any payment for Services may be made.
- 18. <u>Business License</u>. Consultant must file and require all its subcontractors to file, a Business License Application as required by the appropriate local government agency. Consultant must file and require all its subcontractors to complete and file the form with the appropriate local government agency and must pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.
- 19. <u>Compliance with All Laws</u>. Consultant and any subcontractors must comply fully with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant must comply with all rules and regulations applicable to that fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder may be declared, at the discretion of DNLTC, a breach of contract.

These laws include, but are not limited to, the California Prevailing Wage Law; California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute public works within the definition of section 1720(a)(l) of the California Labor Code.

Therefore, the services described in Exhibit A must be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all

applicable requirements contained in Exhibit C, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant must comply with all rules and regulations applicable to the fiscal assistance.

- 20. <u>Discrimination</u>. During the performance of this Agreement, Consultant must not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
- 21. <u>Notice</u>. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement must be made in writing, and sent to the Parties at their respective addresses specified below or to any other address a Party may designate by written notice delivered to the other Party in accordance with this Section. All notices must be sent by:
 - A. Personal delivery, in which case notice is effective upon delivery; or
 - B. Certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt; or
 - C. Nationally recognized overnight courier, or USPS Express or Priority Mail, with tracking, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - D. Facsimile transmission, in which case notice is deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile is considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

DNLTC: Consultant:

Tamera Leighton, Director 1301 Northcrest Drive #16 Crescent City, CA 95531 tamera@dnltc.org Harshwal & Company LLC 266 17th Street, Suite 200 Oakland, CA 94612 Phone: (858) 784-1622

22. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), are the property of DNLTC and may not be used by Consultant without the written consent of DNLTC. Consultant will provide documents in electronic form in a format

required by DNLTC. Copies of these documents or papers must not be disclosed to others without the written consent of the Director or their designated representative. DNLTC agrees to indemnify and hold Consultant harmless for claims resulting from DNLTC's alteration of the Project Documents for another DNLTC project.

- 23. <u>Internet-Ready Deliverables</u>. If applicable to this Agreement, each contract deliverable must be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:
 - A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized ".pdf " files, if possible.
 - B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as ".tif " files, with the largest side no larger than four inches.
 - C. Large maps are to be formatted as ".jpg" files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
 - D. Short text documents with no graphics are to be in MS Word.
 - E. Freestanding charts, graphs and listings are to be in MS Excel.
- 24. <u>Indemnification</u>. To the fullest extent allowed by law, Consultant will indemnify, defend with counsel acceptable to DNLTC, and hold harmless DNLTC and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of DNLTC.

The Consultant's obligation to defend and indemnify will not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by DNLTC, unless this time has been extended by DNLTC. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as is necessary for DNLTC may be retained by DNLTC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore, Consultant and Subcontractors' obligations to indemnify and defend DNLTC are binding on their

successors and assigns and will survive the termination or completion of this Agreement for the fullest extent and duration allowed by law.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify will only be to the full extent permitted by Civil Code Section 2782.8.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and will not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section will be interpreted to allow the broadest indemnity permitted by law.

- 25. <u>Insurance</u>. Consultant must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.
 - A. <u>Minimum Scope of Insurance</u>. Coverage must be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1(any auto), or code 8, 9 if no owned auto.
 - 3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant will provide a signed declaration as described in California Health and Safety Code Section 19825.
 - 4. Professional liability insurance appropriate to the Consultant's

profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

- B. Minimum Limits of Insurance. Consultant will maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers 'Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - 4. Professional liability: \$1,000,000 per occurrence or claim.
- C. <u>Umbrella or Excess Insurance</u>. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that this coverage also apply on a primary and non-contributory basis for the benefit of DNLTC before DNLTC's insurance or self-insurance is called upon to protect it as a named insured.
- D. <u>Deductibles and Self-Insured Retention</u>. Any deductibles or self-insured retentions must be declared to and approved by DNLTC and do not reduce the limits of liability. Policies containing any self-insured retention provision must provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or DNLTC. At the option of DNLTC, either: the insurer must reduce or eliminate the deductibles or self-insured retentions as respects DNLTC, its officers, officials, employees and volunteers, or the Consultant must provide a financial guarantee satisfactory to DNLTC guaranteeing payment of losses and related investigations, claim administration and defense expenses. DNLTC reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right does not constitute a waiver of right to so exercise later.

E. Other Insurance Provisions.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. <u>DNLTC</u>, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- b. For any claims related to this project, the Consultant's insurance coverage is primary insurance as respects DNLTC, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by DNLTC, its officers, officials, employees or volunteers is in excess of the Consultant's insurance and does not contribute with it. The Additional Insured coverage under the Consultant's policy must be at least as broad as ISO Form CG 20 01 04 13.
- c. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DNLTC.
- 2. The Workers' Compensation endorsement must contain a Waiver of Subrogation against DNLTC. The Consultant will provide to DNLTC an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against DNLTC for injuries to employees of the Insured resulting from work for DNLTC.
- F. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to by DNLTC.
- G. <u>Verification of Coverage</u>. Consultant must furnish DNLTC with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by DNLTC or on other than DNLTC's forms provided those endorsements conform to DNLTC's requirements. All certificates and endorsements are to be received and approved by DNLTC before work commences.
- H. <u>Subcontractors</u>. Consultant must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees that all contracts with subcontractors will include the same requirements stated in this Agreement with respect to indemnity and insurance. Subcontractors hired by Consultant must agree to be bound contractually to Consultant and DNLTC in the same manner and

to the same extent as Consultant is bound to DNLTC under this Agreement. Subcontractors must further agree to include these same provisions with any Subsubcontractor. A copy of these indemnity and insurance provisions must be furnished by Consultant to any subcontractor. The Consultant must require all subcontractors to provide a valid certificate of insurance and the required endorsements prior to commencement of any work by that subcontractor and Consultant will provide proof of compliance to DNLTC. If DNLTC is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant must include all subcontractors as insureds under its policies.

- 26. <u>Amendment</u>. This Agreement may be amended only by a written instrument executed by both Parties.
- 27. <u>Litigation</u>. If litigation ensues between DNLTC and a third-party, which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from DNLTC, agrees to testify therein at a reasonable and customary fee.
- 28. <u>Construction.</u> This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement may not be construed against the drafter of the Agreement.
- 29. <u>Governing Law; Venue</u>. This Agreement must be enforced and interpreted under the laws of the State of California. Any action arising from or brought in connection with this Agreement must be venued in the Superior Court for the County of Del Norte, State of California.
- 30. <u>Non-Waiver</u>. DNLTC's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance is not a general waiver of any part of that provision. The provision will remain in full force and effect.
- 31. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement continue in full force and effect.
- 32. <u>No Third-Party Beneficiaries</u>. The Parties do not intend to create, and nothing in this Agreement creates, any benefit or right in any third party.
- 33. <u>Mediation</u>. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties must mutually agree upon the mediator and divide the costs of mediation equally.
 - 34. Consultant's Books and Records.

- A. Consultant must maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to DNLTC for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- B. Consultant must maintain all documents and records which demonstrate performance under this Agreement for aminimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained under this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the Director or their designated representative. Copies of these documents will be provided to DNLTC when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records must be available at Consultant's address indicated for receipt of notices in this Agreement.
- D. If DNLTC has reason to believe that records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, DNLTC may, by written request by the Director, require that custody of the records be given to DNLTC and that the records and documents be maintained by DNLTC. Access to these records and documents will be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
- 35. <u>Headings</u>. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
- 36. <u>Survival</u>. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DNLTC and Consultant will survive the termination or completion of this Agreement.
- 37. <u>Entire Agreement</u>. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this document the seventh day of September 2021.

DEL NORTE LOCAL TRANSPORTATION A California Regional Transportation Pla	
Tamera Leighton, Executive Director	
Dated:	
APPROVED AS TO FORM:	
Autumn Luna, Counsel	<u> </u>
Dated:	
Harshwal & Company LLP	
Sanwar Harshwal	
Datad:	



August 10, 2021

To the Commissioners
Del Norte Local Transportation Commission
900 Northcrest Drive, PMB16
Crescent City, California 95531

We are pleased to confirm our understanding of the services we are to provide for Del Norte Local Transportation Commission (the Commission) for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Commission as of and for the year ended June 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Revenues, Expenditures, and Changes in Fund Balance by Work Element All Special Revenue Funds
- Schedule of Allocations and Expenditures Local Transportation Fund
- Schedule of Allocations and Expenditures State Transit Assistance Fund

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Commission and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to the Commissioners of the Commission.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Commission in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company, LLP is not responsible for "sanitizing" or "scrubbing" its workpapers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third-party service providers within and outside of the United States in serving your account. As required by Section 54.1(b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Del Norte Local Transportation Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Harshwal & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company, LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the Commission's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for these services will be at our standard hourly rates plus out of pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,400. If there were significant changes to the Commission's operations or the scope of work related to the financial statements, we will discuss with you additional time and fees that may be incurred.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the Commission's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with an Audit Preparation Letter that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us.

Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your Commission, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Commission acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

At the time of execution of this engagement letter, federal, state and local governments have restricted travel due to the current situation around of COVID-19. Due to the impact of COVID-19, we have placed restrictions on our employee travel having employee and client's health into consideration. We acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Any such change in the cost of these services will be discussed prior to the completion of the project.

The proposed fee does not include any additional charges incurred due to COVID-19. The impact of COVID-19 is presently unknown and may result in additional compliance procedures, funding, or organizational problems, which may require additional time to address. Any additional time would be billed as per our standard hourly rates.

Our Standard billings for the services set forth in this Engagement Letter, rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings:

Standard Descriptions/Events	Applicable Percentage
Engagement letter sign and obtained audit preparation request	20 Percent
Meeting/ Fieldwork/ Testwork	40 Percent
Draft report	40 Percent

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon the Commission having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

- 1. Submitting trial balances and general ledger to us in an electronic format.
- 2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
- 3.. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
- 4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

We appreciate the opportunity to be of service to the Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harshwal & Company LLP

Sanwar Harshwal Managing Partner

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RESPONSE:

This letter correctly sets forth the understanding of Del Norte Local Transportation Commission.

Management signature:								
	Executive Director							
Govern	ance signature:							
Title: _								
Date:								

RESOLUTION NO. 2021 13

DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION ALLOCATING \$25,000 OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR TRIENNIAL PERFORMANCE AUDIT SERVICES

WHEREAS, the Del Norte Local Transportation Commission in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is allocating funds for administrative and planning purposes; and

WHEREAS, the Triennial Performance Audit is a mandatory obligation for Del Norte Local Transportation Commission and Redwood Coast Transit Authority; and

WHEREAS, the projected expenses are necessary and reasonable;

NOW, THEREFORE, BE IT RESOLVED THAT the RTPA hereby allocates the sum of \$25,000 in Transportation Development Act funds for Triennial Performance Audit services pursuant to the Public Utilities Code Section 99233.1.

PASSED AND ADOPTED by the Del Norte Local Transportation Commission on the 7th day of September 2021, by the following polled vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	Jason Greenough, Chair Del Norte Local Transportation Commission
Tamera Leighton, Executive Director Del Norte Local Transportation Commiss	ion

RESOLUTION NO. 2021 14

DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION RESOLUTION APPROVING THE DEL NORTE COUNTY FISCAL YEAR 2021-22 SB-1 STATE OF GOOD REPAIR FUNDING PROJECT LIST

WHEREAS, the Del Norte Local Transportation Commission (DNLTC) in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is approving the State of good Repair funding list; and

WHEREAS, the Redwood Coast Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the DNLTC wishes to delegate authorization to execute these documents and any amendments thereto to the Redwood Coast Transit Authority General Manager; and

WHEREAS, the Department requires each RTPA to submit a State of Good Repair Project List each fiscal year identifying that fiscal year's SGR project, and for Fiscal Year 2021-22 RCTA is submitting a project list of \$42,221 in SGR projects for Bus Stop Improvements; and

NOW, THEREFORE, BE IT RESOLVED by the DNLTC that the fund recipient, Redwood Coast Transit Authority, has agreed by resolution to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager of Redwood Coast Transit Authority be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Del Norte Local Transportation Commission on the 7th day of September 2021, by the following polled vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Jason Greenough, Chair
	Del Norte Local Transportation Commission
ATTEST:	
	_
Tamera Leighton, Executive Director	
Del Norte Local Transportation Commis	sion



LAST REVISION DATE PLOTT

USERNAME => DGN FILE =>...\DN 199 n Elk Valley Rd Roundabout.dgn

BORDER LAST REVISED 7/2/2010

RELATIVE BORDER SCALE IS IN INCHES

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UNIT 0000

PROJECT NUMBER & PHASE

00000000001



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BORDER LAST REVISED 7/2/2010

RELATIVE BORDER SCALE
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UNIT 0000

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DN-199 Road Safety Audit Task Order - Project Work Description

As a reference for the Road Safety Audit planned for DN-199, the FHWA link below is provided. https://safety.fhwa.dot.gov/rsa/

Road Safety Audits employ an independent, multidisciplinary team to evaluate potential road safety issues and identify opportunities for improvements in safety for all road users. The aim of Road Safety Audits is to answer the following questions.

- What elements of the highway may present a safety concern: to what extent, to which road users, and under what circumstances?
- What opportunities exist to eliminate or mitigate identified safety concerns?

The DN-199 Road Safety Audit will be carried out with input from and coordination with Local Agencies. A Road Safety Audit kick-off meeting will be held as well as regular coordination meetings with Local Agencies through the investigation and evaluation of collision concentrations, as well as during identification of collision countermeasures to mitigate identified safety concerns. Finally, the Road Safety Audit findings will be presented to Caltrans and Local Agencies for their input and recommendations.

Specific steps include reaching out to the Local Agencies as a group, presenting the RSA process, data, findings, and collision countermeasure recommendations, and finally soliciting review and recommendations from local participants. One-on-one meetings with Local Agencies may be held as needed too. A proposed list of participants is below.

Del Norte Local Transportation Commission (DNLTC) – Tamera Leighton, Executive Director CA Highway Patrol, Crescent City Area – Larry Depee, Commander Crescent City Fire and Rescue, Volunteer Fire Department – Bill Gillespie, Fire Chief Del Norte Community Development Department – Heidi Kunstal, Director Del Norte County Board of Supervisors – Gerry Hemmingsen (District 4) and Chris Howard (District 3)

Tasks

1.) Review DN-199 Highway Geometrics

Identify defined segments of the highway to evaluate baseline collision concentrations. Then compare baseline collisions to more recent 3, 4 or 5-year collision evaluations per segment.

- Collect roadway geometrics of DN-199 from Caltrans as-builts or field review surveys if needed
- Use a minimum 250-foot segment for curvilinear highway segments and extend to 500 to- 1000-feet for more for tangent segments.

2.) Perform Data Analysis

Using the CHP's Statewide Integrated Traffic Records System (SWITRS) determine the 10-year baseline total collision rate for each segment of DN-199, normalized to collisions/year. A primary purpose of this step it to identify the segments of DN-199 with the highest total collision

rates and to focus the Road Safety Audit on these segments. Evaluate the baseline collision rate of each segment utilizing the criteria below.

• Are there 25 or more total collisions? If so, also determine the more recent 3-year total collision rate, normalized to collisions/year, for this segment. Are there 25 or more collisions in the 3-year period? If so, also determine the 4-year total collision rate. Are there 25 or more total collisions? If so, finally determine the 5-year total collision rate.

3.) Conduct Analysis and prepare Road Safety Audit Report

Evaluate the highway segments with the highest total collisions and determine probable reasoned explanations for collision concentrations or patterns identified. Employ highway safety measure evaluation techniques (including Highway Safety Manual methodology) to determine a rational that explains the collisions identified. Recommend countermeasures that could reduce identified collision severity, frequency or identified collision pattern.

In cooperation with Local Agencies, evaluate and select most appropriate cost effective and fundable, countermeasures to address identified collision patterns. Solutions may include an incremental improvement approach to collision remediation, such as initially placing warning signs, then later re-evaluating and adding a high friction pavement surface treatment. Finally, develop proposed countermeasures into DN-199 segment specific highway improvements, and present recommendations in the Road Safety Audit Report.

4.) Present Finding to Caltrans, Local Agencies, and the public

A draft of the Road Safety Audit Report will be presented. DNLTC, Caltrans and participating Local Agencies will be solicited for review and recommendations.

5.) Prepare formal response to Findings Presentation

Incorporate and address recommendations from Local Agencies. The focus will be to begin with incremental, low cost and low impact countermeasures. If need for geometric improvements is identified, more expensive and complex countermeasures can be developed and evaluated as well. The goal is to address each segment of DN 199 identified with an elevated collision concentration.

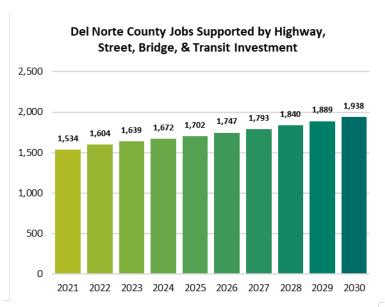
6.) Incorporate findings and finalize Road Safety Audit Report

Del Norte County

ECONOMIC BENEFITS OF HIGHWAY, STREET, BRIDGE & TRANSIT INVESTMENT

Highway, street, bridge, and transit investment in **Del Norte County** will support **\$761.6 million in annual economic output and user benefits over the next decade**, including:

- \$429.8 million in business sales, which supports 1,736 jobs.
- \$106.4 million in wages, which is included as part of the \$218.8 million added to the state's Gross State Product (GSP), measuring total economic output.
- Individuals and businesses contribute \$61.6 million in federal, state, and local tax revenue.
- Transit riders and drivers save an additional \$163.8 million/year due to improvements to the system.



		of Del Norte (ported by Indu	-	
Other <u> </u>			Ag, Mining Utilities 1.1%	& onstruction 27.5%
Restaurants & Tourism 4.2% Educ. & Healthcare 7.1%	Business & Prof. Services 7.8%	Real Estate 6.8%		lanufacturing & Trade 13.2% ansportation 2.0%

	Annual Impact	Total Impact (10 Years)			
Business Sales & Output	\$429.8 million	\$4.3 billion			
Employee Earnings	\$106.4 million	\$1.1 billion			
Tax Revenue	\$61.6 million	\$616.3 million			
Savings for System Users	\$163.8 million	\$1.6 billion			
Total Economic Benefits	\$761.6 million	\$7.6 billion			
Number of Jobs	1,736 jobs	17,360 jobs- years*			
Contribution to GSP	\$218.8 million	\$2.2 billion			

Infrastructure investment has a positive ripple effect throughout the county:

Business sales & output occurs when transportation agencies/construction firms/supplier industries purchase goods & services and hire employees to operate, maintain, and improve local infrastructure.

Employees spend in the county and support additional hiring and spending which generates **tax revenue** from federal, state, and local income, sales and use, and business taxes.

Earnings from workers are part of the value each industry contributes to California's **Gross State Product** (GSP), a measure of overall economic output.

Savings for system users occurs as transportation improvements are made; drivers, shippers, and transit riders save money through lower operating costs and travel times, improved safety, and greater network access.

FOR MORE INFORMATION VISIT: www.CATransportationJobs.com

^{*}A job-year of employment is defined as employment for one person for one year. Thus, this number will include people whose jobs are supported over multiple years. For example, if a person is hired in this sector and remains in her position for five years, this is counted as five job-years. Published July 2021 by the American Road & Transportation Builders Association (ARTBA). All rights reserved. No part of this document may be used or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission of ARTBA. The breakdown of jobs is based on regional multipliers for major areas of California. For more details, please see the state and regional reports on the website.

P	st Due	Due in 3	Months	Comple	ete				CT Milestone Report - Del	Norte County 8.16.2	6.2021										
District	AMS ID	Project Number	Program	РМ	County	Route	Post Mile	Nick Name	Legal Description	Work Description	Capital Construction Estimate	Capital Right-of-Way Estimate	Support Cost Estimate	Total Project Cost	Phase	Program Project	Project Approval & Environmental Document (PA&ED)	Right-of-Way Certification (R/W Cert)	Ready To List (RTL)	Begin Construction	End Construction
01	0100000193	01-43640	SHOPP	MELENDREZ, DAVID L	DN	101	35.8/36.5	Dr. Fine Bridge Replacement	IN DEL NORTE COUNTY NEAR CRESCENT CITY FROM 0.3 MILE SOUTH OF SMITH RIVER BRIDGE TO 0.4 MILE NORTH OF SMITH RIVER BRIDGE	REPLACE BRIDGE	\$64,677,000	\$6,499,000	\$40,658,381	\$111,834,381	PostRTL/Const	05/22/2006	03/19/2020	04/15/2021	05/03/2021	12/15/2021	10/03/2025
01	0100020444	01-0B090	SHOPP	MELENDREZ, DAVID L	DN	101	8.2/8.7	Hunter/Panther Creek Bridge Replacement	IN DEL NORTE COUNTY NEAR KLAMATH AT PANTHER CREEK BRIDGE #01-0025 AND AT HUNTER CREEK BRIDGE #01-0003	REPLACE BRIDGE	\$21,171,000	\$2,230,000	\$21,888,611	\$45,289,611	PostRTL/Const	07/01/2014	07/05/2018	04/16/2019	10/14/2019	05/08/2020	12/30/2023
01	0113000023	01-0C660	SHOPP	MELENDREZ, DAVID L	DN	101	25.5/27.4	CRESCENT CITY ADA	IN DEL NORTE COUNTY IN AND NEAR CRESCENT CITY FROM 0.4 MILE SOUTH OF ELK VALLEY ROAD TO 0.2 MILE NORTH OF WILSON AVENUE & BURTSCHELL ST	CRESCENT CITY ADA	\$7,461,000	\$621,000	\$6,913,827	\$14,995,827	PostRTL/Const	07/01/2016	06/27/2018	06/08/2020	06/23/2020	12/29/2020	12/01/2023
01	0114000074	01-48800	SHOPP	MELENDREZ, DAVID L	DN	199	1.1/2.8	Park Culvert Rehab	IN DEL NORTE COUNTY NEAR CRESCENT CITY FROM 0.3 MILE NORTH OF ELK VALLEY CROSS ROAD TO 0.2 MILE SOUTH OF WALKER ROAD	CULVERT REHABILITATION	\$4,998,000	\$10,000	\$1,233,097	\$6,241,097	PostRTL/Const	03/16/2016	02/01/2019	04/01/2020	05/01/2020	10/01/2020	02/01/2023
01	0115000094	01-0F240	SHOPP	MELENDREZ, DAVID L	DN	101	5.1/5.6	Ehlers Left Turn Pocket	IN DEL NORTE COUNTY NEAR KLAMATH FROM 0.2 MI SOUTH TO 0.2 MI NORTH OF THE ROUTE 101 & EHLERS WAY INTERSECTION	EXTEND LEFT TURN POCKET	\$1,406,000	\$6,000	\$1,697,975	\$3,109,975	PostRTL/Const	06/19/2018	04/28/2020	09/29/2020	03/22/2021	10/13/2021	12/01/2022
01	0115000099	01-0F280	SHOPP	MATTEOLI, JAIME C	DN	101	12/15.5	LAST CHANCE GRADE Permanent Restoration	IN DEL NORTE COUNTY FROM WILSON CREEK BRIDGE TO 3.8 MILES NORTH OF WILSON CREEK BRIDGE	REPAIR SLIDES; CONSTRUCT BYPASS	\$300,000,000	\$39,233,000	\$127,857,762	\$467,090,762	PAED	06/01/2018	02/16/2026	07/01/2030	09/02/2030	06/16/2031	10/14/2039
01	0115000108	01-0F310	SHOPP	MATTEOLI, JAIME C	DN	101	39.8/39.8	Dominie Creek Fish Passage	IN DEL NORTE COUNTY NEAR SMITH RIVER AT DOMINIE CREEK	FISH PASSAGE MITIGATION	\$5,269,000	\$24,000	\$8,223,116	\$13,516,116	PostRTL/Const	10/19/2015	01/15/2019	12/11/2019	02/03/2020	06/18/2020	01/02/2023
01	0116000005	01-0F430	SHOPP	MELENDREZ, DAVID L	DN	199	33.5/33.9	Collier Tunnel Electrical Upgrade	IN DEL NORTE COUNTY ABOUT 20 MILES NORTH OF GASQUET FROM RANDOLPH COLLIER TUNNEL TO 2.5 MILES SOUTH OF THE OREGON STATE LINE	UPGRADE TUNNEL LIGHTING	\$4,272,000	\$0	\$2,208,316	\$6,480,316	PostRTL/Const	08/16/2018	06/03/2019	10/01/2020	12/07/2020	12/01/2021	01/02/2024
01	0116000060	01-0F760	SHOPP	MELENDREZ, DAVID L	DN	199	28.1/28.1	REHAB IDLEWILD MAINT STATION	IN DEL NORTE COUNTY NEAR GASQUET AT THE IDLEWILD MAINTENANCE STATION	REHAB MAINTENANCE STATION	\$5,955,000	\$8,000	\$4,371,589	\$10,334,589	PSE	08/16/2018	05/12/2020	08/11/2021	11/19/2021	03/23/2022	12/30/2023
01	0116000118	01-0G050	SHOPP	KING, ROBERT W	59V01	VAR	0/0	District Wide Curve Warning	IN LAKE, MENDOCINO, HUMBOLDT AND DEL NORTE COUNTIES AT VARIOUS LOCATIONS	REPLACE CURVE WARNING SIGNS	\$1,605,000	\$9,000	\$2,823,268	\$4,437,268	PostRTL/Const	09/01/2018	04/03/2019	03/20/2020	03/23/2020	08/07/2020	12/01/2021
01	0116000125	01-0G100	SHOPP	CONSTANCIO, SHERRY K	DN	101	12.5/15.5	Roadway Stabilization & Retaining Wall Repair	IN DEL NORTE COUNTY NEAR KLAMATH FROM 0.4 MILE SOUTH OF WILSON CREEK BRIDGE TO 1.7 MILES NORTH OF RUDISILL ROAD	ROADWAY STABILIZATION & RETAINING WALL REPAIR	\$12,000,000	\$0	\$18,973,624	\$30,973,624	PostRTL/Const	01/05/2016	01/15/2016	02/01/2016	02/05/2016	02/16/2016	07/27/2023
01	0116000137	01-0G210	SHOPP	MATTEOLI, JAIME C	DN	101	21.23/21.23	Permanent Restoration at Cushing Creek	IN DEL NORTE COUNTY NEAR CRESCENT CITY AT 0.2 MILE NORTH OF CUSHING CREEK VIADUCT #01- 0076	PERMANENT RESTORATION @ CUSHING CREEK	\$8,939,000	\$41,000	\$6,090,241	\$15,070,241	PostRTL/Const	05/15/2017	10/29/2019	09/08/2020	02/01/2021	08/05/2021	10/03/2024
01	0118000103	01-0H770	MINOR B	GHIDINELLI, CHRISTOPHER M	DN	199	28.06/28.06	IDLEWILD MS PAVING	IN DEL NORTE COUNTY NEAR IDLEWILD AT THE IDLEWILD MAINTENANCE STATION	REPLACE ASPHALT	\$264,000	\$0	\$50,759	\$314,759	PostRTL/Const					12/31/2021	12/31/2022
01	0118000190	01-0J210	SHOPP	MATTEOLI, JAIME C	DN	101	R3.9/23.6	KLAMATH CAPM	IN DEL NORTE COUNTY IN & NEAR KLAMATH FROM 0.1 MILE NORTH OF KLAMATH RIVER OVFL TO 0.9 MILE NORTH OF HAMILTON RD	САРМ	\$30,811,000	\$53,000	\$4,976,462	\$35,840,462	PAED	06/24/2020	10/07/2022	07/01/2024	07/15/2024	04/05/2025	12/01/2026
01	0119000016	01-48801	SHOPP	MELENDREZ, DAVID L	DN	199	6.55/36.3	DN-199 Culverts	IN DEL NORTE COUNTY NEAR HIOUCHI FROM 0.3 MILE NORTH OF MYRTLE CREEK BRIDGE TO 0.1 MILE SOUTH OF OREGON STATE LINE	REHAB CULVERTS	\$1,564,000	\$26,000	\$1,936,264	\$3,526,264	PostRTL/Const		02/01/2019	03/03/2020	05/04/2020	08/20/2020	12/01/2022
01	0119000028	01-48802	SHOPP	MELENDREZ, DAVID L	DN	199	1.1/2.6	INSIDE PARK CULVERTS	IN DEL NORTE COUNTY NEAR CRESCENT CITY FROM 0.3 MILE NORTH OF ELK VALLEY CROSS ROAD TO 0.2 MILE SOUTH OF WALKER ROAD	CULVERT REHAB AND FISH PASSAGE	\$2,693,000	\$94,000	\$1,656,712	\$4,443,712	PostRTL/Const	03/16/2016	01/14/2020	01/19/2021	04/28/2021	09/21/2021	12/02/2024
											All Projects										

P	ast Due	Due in 3	Months	Comple	ete		CT Milestone Report - Del Norte County 8.16.2021														
District	AMS ID	Project Number	Program	РМ	County	Route	Post Mile	Nick Name	Legal Description	Work Description	Capital Construction Estimate	Capital Right-of-Way Estimate	Support Cost Estimate	Total Project Cost	Phase	Program Project	Project Approval & Environmental Document (PA&ED)	Right-of-Way Certification (R/W Cert)	Ready To List (RTL)	Begin Construction	End Construction
01	0119000055	01-0J570	SHOPP	CONSTANCIO, SHERRY K	DN	199	33.5/33.9	Collier Tunnel Safety Repairs	IN DEL NORTE COUNTY AT RANDOLPH COLLIER TUNNEL	TUNNEL SAFETY REPAIRS	\$2,080,000	\$0	\$4,931,924	\$7,011,924	PostRTL/Const	12/15/2018	12/26/2018	01/05/2019	01/10/2019	05/31/2019	12/31/2021
01	0120000028	01-0B091	SHOPP	MELENDREZ, DAVID L	DN	101	8.2/8.7	Hunter-Panther Mitigation	IN DEL NORTE COUNTY NEAR KLAMATH AT PANTHER CREEK BRIDGE #01-0025 AND AT HUNTER CREEK BRIDGE #01-0003	LONG TERM MITIGATION	\$0	\$0	\$230,714	\$230,714	PSE	07/01/2014	07/05/2018	04/16/2019	06/30/2022	10/01/2022	06/01/2030
01	0120000033	01-0K140	SHOPP	MATTEOLI, JAIME C	DN	101	12.6/13.2	Wilson Creek Restoration & SPGA Wall	IN DEL NORTE COUNTY NEAR KLAMATH FROM WILSON CREEK BRIDGE TO 0.5 MILE NORTH OF WILSON CREEK BRIDGE	REALIGNMENT & SPGA WALL	\$17,577,000	\$762,000	\$8,035,707	\$26,374,707	PAED	10/21/2020	08/19/2024	07/19/2026	08/19/2026	02/02/2027	12/01/2028
01	0120000070	01-0K380	MINOR A	FLOYD, KIMBERLY R	DN	101	27.5/27.9	CRESCENT CITY PED & BIKE PATH	IN DEL NORTE COUNTY IN CRESCENT CITY FROM 0.4 MILE SOUTH OF WASHINGTON STREET BRIDGE TO 0.2 MILE WEST OF WASHINGTON STREET SB ON RAMP	CONSTRUCT ADA PATH	\$1,250,000	\$36,000	\$1,926,663	\$3,212,663	PAED	04/01/2020	10/01/2021	02/15/2023	02/15/2023	05/01/2023	12/01/2023
01	0120000129	01-0K640	SHOPP	MATTEOLI, JAIME C	DN	199	24.11/24.26 7	Middle Fork Smith River Curve Improvement	IN DEL NORTE COUNTY FROM MIDDLE FORK SMITH RIVER BRIDGE TO 0.2 MILE NORTH OF MIDDLE FORK SMITH RIVER BRIDGE	CONSTRUCT CURVE IMPROVEMENT & UPGRADE ROADSIDE PAVEMENT	\$1,390,000	\$3,000	\$2,970,043	\$4,363,043	PAED	06/23/2021	01/23/2023	07/24/2023	10/02/2023	03/19/2024	12/01/2025
01	0120000135	01-0K690	SHOPP	MATTEOLI, JAIME C	DN	101	0/46.5	Culvert Rehabilitation & Fish Passage	IN DEL NORTE COUNTY ON ROUTE 101 FROM THE HUM-DN COUNTY LINE TO THE OREGON STATE LINE	DRAINAGE CORRECTIONS & FISH PASSAGE	\$14,802,000	\$2,992,000	\$9,930,919	\$27,724,919	PAED	07/01/2022	05/02/2025	05/03/2027	08/03/2027	02/01/2028	12/01/2029
01	0121000010	01-0K790	SHOPP	CONSTANCIO, SHERRY K	DN	199	27.5/36.4	SLATER FIRE	IN DEL NORTE COUNTY NEAR IDLEWILD FROM 0.6 MI SOUTH OF IDLEWILD MAINT STATION RD TO THE OREGON STATE LINE	FIRE REPAIRS	\$4,000,000	\$0	\$5,008,990	\$9,008,990	PostRTL/Const	09/11/2020	09/11/2020	01/01/2022	09/11/2020	09/11/2020	01/01/2022
01	0121000034	01-0K950	SHOPP	MATTEOLI, JAIME C	DN	101	15.7/16.2	Damnation Creek Safety	IN DEL NORTE COUNTY FROM 4.57 MILES SOUTH OF MILL CREEK PARK ENTRANCE - ROAD 8068 TO 4.07 MILES SOUTH OF MILL CREEK PARK ENTRANCE	SUPER EL IMPROVEMENTS AND MGS	\$3,260,000	\$40,000	\$2,870,160	\$6,170,160	PID	05/02/2022	07/29/2024	10/02/2026	11/20/2026	04/16/2027	10/04/2028
01	0121000044	01-0L040	SHOPP	CONSTANCIO, SHERRY K	DN	101	12/16.5	LCG Landslide Repair	IN DEL NORTE COUNTY ABOUT 8 MILES SOUTH OF CRESCENT CITY FROM 0.2 MI SOUTH OF LAGOON CR CO PK TO BEG PASSING LN LT	LANDSLIDE REPAIR	\$14,000,000	\$0	\$8,939,136	\$22,939,136	PostRTL/Const	02/18/2021	02/18/2021	02/18/2021	02/18/2021	02/17/2021	11/01/2022
01	0121000057	01-0L070	SHOPP	CONSTANCIO, SHERRY K	DN	101	42.01/42.01	DN Culvert Repair	IN DEL NORTE COUNTY NEAR CRESCENT CITY AT 0.5 MI SOUTH OF LOPEZ AVE-RD 8023	EMERGENCY CULVERT REPAIR	\$425,000	\$0	\$142,955	\$567,955	PostRTL/Const	03/12/2021	03/12/2021	03/12/2021	03/12/2021	04/28/2021	11/01/2021
01	0121000070	01-43641	SHOPP	MELENDREZ, DAVID L	DN	101	36.056/36.0 56	Smith River Bridge On Site Mitigation	IN DEL NORTE COUNTY NEAR CRESCENT CITY FROM 0.3 MILE SOUTH TO 0.4 MILE NORTH OF SMITH RIVER BRIDGE #01-0020	ON SITE MITIGATION & MONITORING	\$500,000	\$0	\$1,171,795	\$1,671,795	PSE	04/07/2021			07/01/2025	12/01/2025	10/01/2027
01	0121000071	01-43642	SHOPP	MELENDREZ, DAVID L	DN	101	25.84/25.84	Smith River BR/HAMBRO Off Site Mitigation	IN DEL NORTE COUNTY NEAR CRESCENT CITY AT ELK VALLEY ROAD	OFFSITE MITIGATION	\$300,000	\$0	\$342,180	\$642,180	PostRTL/Const	04/07/2021		07/15/2025	05/03/2021	12/01/2025	12/01/2027
01	0121000075	01-0L140	OVERSIGHT	CHECHI, TARIQ M	DN	101	3.72/3.78	Resighini Encroachment Permit	In Del Norte County at Klamath River Overflow	Oversite	\$0	\$0	\$97,948	\$97,948	PAED		06/01/2022	01/15/2023	11/01/2022	02/14/2023	11/01/2023
01	0121000086	01-0L230	SHOPP	CONSTANCIO, SHERRY K	DN	101	15.1/15.5	LCG Landslide Repair	IN DEL NORTE COUNTY ABOUT 10 MILES SOUTH OF CRESCENT CITY FROM 1.3 MI TO 1.9 MI NORTH OF RUDISILL RD	LANDSLIDE REPAIR	\$6,500,000	\$0	\$2,069,704	\$8,569,704	PostRTL/Const	05/12/2021	05/12/2021	05/12/2021	05/12/2021	06/21/2021	11/01/2022
01	0121000096	01-0L320	SHOPP	CONSTANCIO, SHERRY K	DN	199	9.93/9.93	Accelerated Pavement Failure/Subgrade Drains	IN DEL NORTE COUNTY NEAR GASQUET AT 400 FT TURNOUT RT	ACCELERATED PAVEMENT & DRAINAGE REPAIR	\$0	\$0	\$269,951	\$269,951	PostRTL/Const	05/20/2021	05/20/2021	05/20/2021	05/20/2021	05/21/2021	11/01/2021
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