

FINAL DRAFT

REQUEST FOR PROPOSALS

**Environmental Impact Report
for the
2005 Monterey Bay Area Metropolitan Transportation Plan,
2005 Monterey County Regional Transportation Plan,
and
2005 Santa Cruz County Regional Transportation Plan**

March 18, 2004

One reproducible and 6 copies of consultant's proposal must be received by AMBAG no later than May 3, 2004, 4:00 PM Pacific Standard Time.

Association of Monterey Bay Area Governments
P.O. Box 809
Marina, CA 93933-0809
831/883-3750 (voice)
831/883-3755 (fax)

MTP/RTP EIR RFP
TABLE OF CONTENTS

	<u>Page #</u>
1. Introduction and Purpose	3
2. Study Organization and Responsibilities	4
3. Scope of Work	5
4. Schedule	5
5. Contract Deliverables	6
6. Meetings	6
7. Proposal Requirements	6
8. Budget	9
9. Contract Payment Terms	9
10. Questions on the RFP	9
11. Proposal Submittal	9
12. Rights of AMBAG	12
Appendix A Draft Scope of Work	14
Appendix B Title VI Assurance	16
Appendix C DBE Participation	17

1. Introduction and Purpose

The Association of Monterey Bay Area Governments (AMBAG) is the federally-designated Metropolitan Planning Organization (MPO) for Monterey, San Benito and Santa Cruz counties. The Monterey Bay Area Metropolitan Transportation Plan (MTP) is the metropolitan long-range transportation plan for Monterey, San Benito and Santa Cruz counties. The Santa Cruz County Regional Transportation Commission (SCCRTC) and the Transportation Agency for Monterey County (TAMC) are the state-designated Regional Transportation Planning Agencies (RTPAs) for Santa Cruz and Monterey Counties, respectively. The Regional Transportation Plan (RTP), prepared by each RTPA, is the respective county-level long-range transportation.

The MTP is a planning document that establishes the general goals, policies and strategies governing the conduct of a continuing, cooperative and comprehensive transportation program in effect for the three counties. In general, the MTP is a multimodal, financially constrained metropolitan transportation plan outlining the Monterey Bay region transportation direction for at least a twenty year-period. The purpose of the plan is to coordinate and facilitate the programming and budgeting of all transportation facilities and services within the three-county Monterey Bay region in accordance with Federal regulations. The MTP, upon adoption by the AMBAG Board of Directors, will become the basis for the Metropolitan Transportation Improvement Program (MTIP), the transportation projects financial programming document, for the three-county region.

The transportation projects enfolded into the MTP constrained and unconstrained elements are solicited, prioritized and selected by the RTPAs for their county-level RTPs. AMBAG receives the project lists from them, merges them with the ones submitted for San Benito County by the Council of San Benito County Governments, and develops the MTP based on this collective list of constrained and unconstrained projects. For tracking ease, the projects share a common identifier number.

The MTP and RTPs do not provide project designs or a construction schedule, and adoption of the MTP and RTPs does not represent an approval action for any of the individual transportation programs and projects listed in the financially constrained Action Element. Detailed site-specific alignment, location, design and scheduling of the improvement projects which are identified in the MTP and RTPs are not fixed by the MTP and RTPs, and these individual projects may be modified substantially from their initial description in the MTP and RTPs at the time at which they are implemented.

Under these conditions, the 1994 Monterey Bay MTP was developed concurrent with a program-level EIR. The environmental reviews for both the 1999 and 2002 MTPs were prepared using Supplemental EIRs to the 1994 Program EIR. In 2001 and 2002, both SCCRTC and TAMC, respectively, prepared and adopted EIRs for major updates to their RTPs. Both SCCRTC and TAMC have indicated that they expect to prepare only minor updates in 2005 to their last RTP.

However, we might expect to see some delay in the timeframe of the implementation of various transportation projects in the region as originally projected in the 2001 and 2002 RTPs since, due to the State of California's unparalleled budget crisis, much of the transportation revenue

projected within the region has been either suspended or is no longer available in the earlier years of the former plans, making a shift to outlying years more inevitable.

In the development of the 2005 Monterey Bay MTP, AMBAG has been working closely with its regional transportation planning partners to merge different aspects of federal long-range plan development (MTP) with the state-required long-range plans (Regional Transportation Plans – RTPs). As such, over the last year and a half, AMBAG has coordinated a working group comprised of Caltrans, the RTPAs, the public transit operators, and the air district within the Monterey Bay region. The purpose of the group was to jointly prepare formats, structures, databases, and environmental review that would more closely integrate the documents and assist in their integration into the MTP. One of these goals was to share one environmental review to cover both the MTP and the RTPs since the project lists from each county’s RTP are collectively assimilated as the MTP project lists. At this time, the two RTPAs for Santa Cruz and Monterey Counties, SCCRTC and TAMC, have agreed to join AMBAG in preparing one environmental document for not only the MTP, but also the RTPs for each of those counties, as well. At this time, the Council of San Benito County Governments has elected to not merge their environmental review of their RTP.

Thus, for these 2005 updates, AMBAG is soliciting on behalf of itself, SCCRTC and TAMC for the preparation of one environmental document (EIR) that adequately assesses, at a program level, the environmental impacts of three separate, but uniquely integrated, long-range transportation plans. For example, each RTP will still possess its own policy element, evaluation measures, and focus discussion areas, but will be linked in that its financially constrained and unconstrained lists of projects will be integrated into the 2005 Monterey Bay MTP.

For information, Monterey and Santa Cruz Counties are considering the submittal of local transportation sales tax measures to their constituents at the November 2004 Presidential and General Elections. The measures are accompanied by an Expenditure Plan for the use of the revenue for specific projects, if the measures are passed. For the 2005 MTP, both SCCRTC and TAMC have elected to assume the passage of their sales tax measure in their respective financially constrained Action Element of their RTPs and the MTP. According to AMBAG’s Federal Highway Administration contact, even if the sales tax measures do not pass on the November 2004 ballots, they can remain in the MTP financially constrained project list through federal approval as the process began with some standard financial assumptions which do not require adjustment mid-development.

Finally, at this time, staff from AMBAG, SCCRTC and TAMC are projecting the need for a minimum four EIR alternatives (not in priority order): 1) no project; 2) financially constrained, with sales tax measures funds; 3) financially constrained, without sales tax measures funds; and 4) financially unconstrained.

2. Study Organization and Responsibilities

To expedite the development of this EIR, AMBAG will be the lead agency for the environmental review, and the consultant will perform under contract to AMBAG. The study will be organized

and work performed as specified in an agreement for technical services to be executed between the prime contractor and AMBAG, once approved by either the AMBAG Board of Directors or the Executive Committee of the AMBAG Board of Directors. However, as this contract will include environmental review of both the Santa Cruz County Regional Transportation Commission's (SCCRTC's) and the Transportation Agency for Monterey County's (TAMC's) RTPs and each of the three agencies is financially contributing equally to the product, AMBAG will not execute an agreement for technical services without the endorsement of the services of the prime contractor by each responsible agency.

In establishing this relationship, each agency has agreed to provide the personnel required to adequately provide information, direction and data to this consultant-prepared document. For purposes of the EIR itself, AMBAG, SCCRTC and TAMC will collectively be the responsible agencies, as defined under CEQA.

3. Scope of Work

The consultant will work under the direction of AMBAG's EIR Program Manager. AMBAG will assist the consultant in coordinating work with SCCRTC and TAMC and the public. The consultant will be responsible for solicitation of input from the general public, public agencies and the private sector, using information approved by AMBAG staff. The Scope of Work for this EIR is shown in Appendix A. The selected consultant or consultant team will be expected to describe all proposed work necessary to complete the scope as shown, or propose, justify and describe an alternative work scope. The technical proposal shall include a detailed task specific budget as described herein.

4. Schedule

The following tentative schedule is based on the integration of the preparation of the MTP and RTPs, air quality conformity assessment of the MTP, and the joint MTP/RTPs EIR. The air quality conformity determination for the AMBAG region lapses July 12, 2005. Draft air quality conformity assessments will be issued concurrently with administrative and draft MTP releases.

A.	Release of RFP	April 9, 2004
B.	Closing Date for RFP Responses	May 3, 2004
C.	Consultant Interviews	May 11, 2004
D.	NOP/Initial Study Issued	May 12, 2004
E.	Consultant Notice to Proceed	June 10, 2004
F.	NOP Comments Due	June 11, 2004
G.	Consultant/Agencies Staff Meeting	June 11, 2004 (AM)
H.	Public EIR Scoping Meetings	June 22 (SCR) and 24 (MON), 2004

- I. Administrative Draft EIR Due Agencies December 1, 2004
- J. Administrative Draft MTP/RTPs/EIR Released
For Interagency/Public Review December 17, 2004
- K. Adm. Draft MTP/RTPs/EIR Review Ends January 17, 2005
- L. Draft EIR Due AMBAG February 1, 2005
- M. Draft MTP/RTPs/EIR Released to Public February 14, 2005
- N. Public Hearings on Draft MTP, RTPs and EIR March 3, March 9 & March 23, 2005
- O. Draft MTP/RTPs/EIR 45-Day Review Ends March 31, 2005
- P. Final RTPs/EIR Anticipated Action
(Adopt/Certify) April 27 and May 5, 2005
- Q. Final MTP/EIR Anticipated Action
(Adopt/Certify) May 11, 2005

5. Contract Deliverables

- A. Administrative Draft EIR December 1, 2004
(15 bound copies plus one original. Electronic files of document in Word format.)
- B. Draft EIR February 1, 2005
(75 bound copies plus one original. Electronic files of document in Word format.)
- C. Final EIR May 20, 2005
(75 bound copies plus one original. Electronic files of document in Word format and all document accessory files.)

6. Meetings

The consultant will need to attend the following meetings. Attendance of the consultant at other meetings may be requested by one or all of the agencies, within the contract timeline; the consultant should therefore delineate the cost of attending other meetings. The expense of any additional meetings will be borne by the requesting agency(ies).

- A. Coordination Meeting with Agencies' Staff June 11, 2004
- B. Public Scoping Meetings (attended by agencies' staff) June 22 and 24, 2004
- C. Public Hearings on MTP/RTPs/EIR March 3, 9 and 23, 2005
- D. TAMC, SCCRTC and AMBAG Board April 27, May 5, and May 11, 2005
Adoption/Certification Meeting
(schedule lapse alternative dates May 25, June 2, and June 8, 2005)

7. Proposal Requirements

Proposal content and completeness are important. Clarity and conciseness are essential and will be considered in assessing the proposal's capabilities. All consultant proposals submitted in response to this request will be screened by a panel of AMBAG, SCCRTC, TAMC, and Caltrans at a minimum. The screening panel will determine which consultants will be invited to make formal presentations and be interviewed. AMBAG reserves the right to make a final selection

without an interview.

One reproducible and 6 copies of the proposal must be received by AMBAG by no later than May 3, 2004, 4:00 PM Pacific Standard Time. Proposals not received by that date and time will not be considered. In order to simplify the review process and to maximize the degree of comparative analysis, the proposal should be organized in the following manner.

A. Transmittal Letter

The transmittal letter must be signed by an official authorized to bind the consultant contractually and will contain a statement to the effect that the proposal is a firm offer for 90 days. The letter accompanying the proposal will also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate and contractually bind the company. The transmittal letter should be addressed to Nicolas Papadakis, Executive Director of AMBAG, Attention: Kathy Urlie.

B. Table of Contents

The Table of Contents should include identification of the material by page number.

C. Overview

This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken to its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach.

D. Detailed Work Plan

This section should include:

1.) Task Description:

Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.

2.) Deliverables:

A description of the format, content and level of detail that can be expected for each deliverable.

3.) Schedule:

A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones, such as due dates for deliverable products, should be identified on the schedule.

E. Management Approach

This section should describe the consultant's management approach. If the proposal is a team effort, the distribution of work among the team members should be indicated. Describe the organization of the management, the structure of the work assignments and any specific features of the management approach that require special explanation. The prospective consultant will designate by name the project manager to be employed who will oversee the project. No substitutions of the identified project manager will be allowed without prior approval of AMBAG.

Include the names and qualifications of all professional personnel to be employed, a resume for each professional (include in an appendix), a statement indicating how many hours each professional will be assigned to the contract, a statement indicating how many hours each professional is already assigned to other projects, and what tasks each professional will perform. Staffing assignments should be specific enough to demonstrate understanding of skills required, commitment of proper resources and staff availability. The Consultant will not substitute members of the project team without prior approval of AMBAG.

F. Summary of Qualifications

Provide a short description of previous projects that significantly relate to your qualifications for this project. Provide names, addresses, and telephone numbers for at least three clients for whom the firm performed services similar to those described in this request for proposal.

G. Budget and Cost Breakdown

The prospective consultant will prepare a detailed cost breakdown for the work to be performed during the project. This will include all tasks required to complete the project including final reports, meetings, and presentations.

The cost breakdown will itemize all items that will be charged including travel charges that will be involved in the study and included in the bid amount. Costs will be segregated to show actual salary costs including hours, rates, classifications, and administrative overhead and fringe benefit expenses.

This section should provide a full description of the expected expenditures of funds for the work described in this request for proposal. The cost breakdown should include but is not limited to the following:

Task Budget: A breakdown of expenses and hours by task and key personnel to ensure a full understanding of the resources committed to the project.

Cost Breakdown: A breakdown of costs (direct labor, overhead, etc.), including billing rates for key personnel.

Costs for extra work, such as additional meetings beyond those identified in the Scope of Work, should be identified in this section.

File copies of all correspondence, technical memoranda and reports for this project shall be delivered to the project manager on CDs and zip disks in Word formats. All graphic information related to the EIR shall be made available to the EIR Project Manager in a GIF or JPG format. All data, maps and other materials prepared or collected under this contract shall become the property of AMBAG.

8. Budget

The budget for this project is not to exceed \$90,000.

9. Contract Payment Terms

A Monthly Status Report shall be submitted by the consultant to AMBAG, by the 10th of each month for activities in the previous month. The Monthly Status Report will include a summary of work accomplished during the previous month, an account of any significant problems encountered, and a list of the percent of the project completed to date.

A certified invoice shall be submitted for costs associated with the preparation of deliverable products as detailed in the Scope of Work of this RFP and shall be submitted no later than the 4th of an applicable month. Invoices shall be submitted after each deliverable product is accepted by AMBAG, SCCRTC and TAMC. Payments of invoices by AMBAG to the consultant will be made within thirty (30) days of invoices received by the 4th of each applicable month. A sixty (60) day payment period may apply if invoices are received after the 4th of each applicable month. Payment of invoices shall be contingent upon delivery of acceptable products according to the schedule established in the Contract, and approval of work products by the responsible agencies.

AMBAG shall withhold an amount equal to ten percent (10%) from the consultant's invoices. Upon completion of the project and acceptance of said project by the AMBAG, SCCRTC and TAMC Boards of Directors, and upon compliance by consultant with the provisions of the Contract, AMBAG will pay to consultant any balance of the costs which have been withheld, within sixty days after final acceptance of the project.

10. Questions on the RFP

All questions on the RFP should be directed to:

Ms. Kathy Urlie
MTP-RTP EIR Project Manager
AMBAG
P.O. Box 809, Marina, CA 93933
831/883-3750 (voice)
831/883-3755 (fax)

11. Proposal Submittal

A. Submission of Proposal/Period of Acceptance

One reproducible and six copies of all proposals must be delivered to AMBAG no later than May 3, 2004 by 4:00 PM Pacific Standard Time. Proposals will not be accepted after 4:00 PM PST. Postmarks will not be accepted. Proposals must be mailed or delivered to:

Nicolas Papadakis, Executive Director
Attn: Kathy Urlie
AMBAG
P.O. Box 809 (mailing)
445 Reservation Road, Suite G (delivery)
Marina, CA 93933-0809

All proposals will remain firm for a period of ninety (90) days following the final date for submission. All proposals will become the sole property of AMBAG and a part of its official records without obligation.

This RFP is not to be construed as a contract or commitment on the part of AMBAG or additional responsible entities, SCCRTC and TAMC. AMBAG reserves the right to reject all proposals, to seek additional information from each proposer, to hire a consultant without conducting screening interviews, or to issue another RFP, if deemed appropriate.

B. Examination of RFP Document

Proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may or in any way effect the amount or nature of proposal, or the performance of the work in the event proposer is selected. Failure of the proposer to so examine and inform itself shall be at its sole risk and no relief for error or omission will be given.

C. Insurance Requirements

Without limiting AMBAG's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of the contract:

1. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Comprehensive general liability insurance policies shall name AMBAG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned.

Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, or self insurance, maintained by AMBAG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the Contractor's policies herein.

2. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
3. Professional liability insurance of at least \$1,000,000.
4. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to AMBAG. Contractor shall provide certification of said insurance to AMBAG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show to AMBAG's sole satisfaction that such insurance coverage's have been obtained and are in full force; that AMBAG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names AMBAG, its officers, agents, and employees, individually and collectively, as additional insured (comprehensive general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self insurance, maintained by AMBAG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the contractor's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to AMBAG. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, AMBAG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

D. Disadvantaged Business Enterprise (DBE) Certification

If the prospective contractor or subcontractor is DBE certified, proof that the company has been certified (Appendix C of this RFP) shall be included in the proposal. Certification will be from an agency authorized to make such determinations; i.e. Small Business Administration, State of California, National Economic Development Administration, etc.

E. Conflict of Interest

The prospective contractor shall disclose any financial, business, or other relationship with AMBAG, or any other public agency or jurisdiction within the project area that may have an impact upon the outcome of the selection.

F. Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified in Section 7 - Proposal Requirements of this RFP. Proposal forms shall be executed by an authorized signatory as described immediately following in Section 11 (G) - Signing of Proposal Authorization to Negotiate. All proposals shall be prepared by, and at the expense of, the proposer.

G. Signing of Proposal/Authorization to Negotiate

The proposal shall be signed by an official authorized to bind the proposer and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address, telephone number and e-mail address of individuals with authority to negotiate and contractually bind the company.

H. Modification or Withdrawal of Proposals

Any proposal received before the date and time specified above for receipt of proposals may be withdrawn or modified by request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified previously.

All verbal modifications to these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued by proposers to AMBAG are authorized and binding.

I. Rejection of Proposals

Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. AMBAG may reject any proposal if it is conditional, incomplete or contains irregularities or inordinately high cost rates. AMBAG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

J. Contract Award

The actual award of the contract will be by the AMBAG Board of Directors or the AMBAG Board of Directors' Executive Committee. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by the AMBAG Board of Directors or its Executive Committee, executed by a designee of the AMBAG Board of Directors, and a Notice to Proceed has been issued.

K. Appendices

Appendices to be included at the end of the proposal are as follows (as attached herein):

Appendix A – Scope of Work
Appendix B – Title VI Assurance
Appendix C – DBE Participation

12. Rights of AMBAG

AMBAG may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in this RFP. AMBAG reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposals.
4. Remedy technical errors in the Request for Proposals process.
5. Appoint an evaluation committee to review the proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a "short list" of proposers eligible for interviews after review of written proposals.
9. Waive consultant selection interviews altogether, dependent upon written proposals received.
10. Negotiate with some, all, or none of the respondents to the RFP.
11. Solicit best and final offers from all or some of the proposers.
12. Award a contract to one or more proposers.
13. Accept other than the lowest price offer.
14. Waive informalities and irregularities in proposals and the bid process.

This RFP does not commit AMBAG and/or SCCRTC and TAMC to enter into a contract, nor does it obligate AMBAG and/or SCCRTC and TAMC to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. All proposals will be subject to public disclosure as required by the California Public Records Act.

AMBAG reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial or other capabilities considered necessary for the successful performance of the contract.

2005 Monterey and Santa Cruz County RTPs and Monterey Bay Area MTP
Environmental Impact Report

Appendix A
DRAFT SCOPE OF WORK

TO BE PERFORMED BY AGENCIES' STAFF

I. Project Description

1. Maps depicting the boundaries of the metropolitan region and each of the counties, showing transportation infrastructure and MTP/RTP projects
2. Agencies adopted transportation goals and policies
3. Administrative draft, draft and final transportation projects lists – outlining financially and financially unconstrained projects for each county and the three-county region
4. Administrative draft and draft Monterey Bay Area Metropolitan Transportation, including air quality including air quality conformity analyses, and Regional Transportation Plans

TO BE PERFORMED BY CONSULTANT

II. Environmental Setting

To be collected by, or presented to, the consultant with the assistance of the agencies:

1. Description of the 2005 baseline natural, economic, and social environmental setting within Monterey, San Benito and Santa Cruz counties.
2. Baseline projections for the year 2030 plan horizon, as documented by source agencies. These projections will include population, employment, transportation services, as well as available forecasts of auto registration and travel demand.
3. 2001 and 2002 Final RTPs and Final RTP EIRs for Monterey, San Benito, and Santa Cruz Counties

III. Plan Consistency

Identify any, or substantiate previously identified, potential conflicts or inconsistencies which may result from implementation of the Monterey and Santa Cruz County Regional Transportation Plans (RTPs) and the Monterey Bay Area MTP, and their mitigated alternatives with adopted goals, objectives or policies contained in:

Adopted, or final draft, comprehensive, general, regional or local transportation plans
Local coastal plans
Transit operator Short Range Transit Plans
Air Basin Air Quality Plans, including State Implementation Plan for Air Quality

IV. CEQA Analysis

Prepare a CEQA analysis of the 2005 Monterey Bay Area Metropolitan Transportation Plan and the 2005 Monterey and Santa Cruz County RTPs meeting current CEQA requirements, e.g. assessment of remaining environmental impacts and their associated mitigation measures, alternatives to the project, unavoidable adverse impacts, growth-inducing impacts, environmental justice impacts, cumulative impacts, etc.

V. Prepare and Deliver Reports (including the following mandatory reports):

1. Administrative Draft Environmental Impact Report (15 copies)
2. Draft Environmental Impact Report (75 copies)
3. Final Environmental Impact Report (75 copies)

and the following optional reports, as needed:

1. Findings of Fact
2. Statement of Overriding Consideration
3. Mitigation Monitoring Report.

The EIR report will contain, but are not limited to, the following:

- A. A summary of the proposed RTPs and MTP and their alternatives.
- B. At least four EIR alternatives, including: a) no project; b) financially constrained, with sales tax measures funds; c) financially constrained, without sales tax measures funds; and d) financially unconstrained.
- C. Discussion of the RTPs and MTP consistency with other plans.
- D. Identification of any major implementation issues of the RTPs and MTP, including any issues to be resolved, including the choice among plan alternatives and possible mitigation measures.
- E. Identification of known areas of concern or controversy regarding the type or nature of potential environmental impacts, measurement of those impacts, or the significance of those impacts.
- F. Identification of potential significant environmental impacts including, but not limited to: cumulative, growth-inducing, environmental justice, induced travel demand and socioeconomic ones ("impacts" henceforth) of the RTPs and MTP and the mitigated alternatives.
- G. Recommended feasible mitigation measures and mitigation monitoring efforts that would reduce significant impacts to a less than significant level, or if this is not possible, produce a substantial lessening of such impacts.
- H. List of unavoidable significant impacts, if any, of the implementation of the plan, with all implemented mitigation measures and a mitigation monitoring program.

VI. List of Organizations and Persons Contacted

2005 Monterey and Santa Cruz County RTPs and Monterey Bay Area MTP
Environmental Impact Report

Appendix B

TITLE VI ASSURANCE

The Association of Monterey Bay Area Governments, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2005 Monterey and Santa Cruz County RTPs and Monterey Bay Area MTP
Environmental Impact Report

Appendix C
DBE PARTICIPATION

The following stated dollar amount(s) will be compensation paid to firms certifiable under the provisions of the Disadvantaged Business Enterprise Program.

DBE Participation : \$

DBE Certified Firm:

DBE Participation : \$

DBE Certified Firm:

DBE Participation : \$

DBE Certified Firm:

Total Dollar Amount Paid to DBE Firms:

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Date:

Name of Proposer:

By:

Title: