



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

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Lisa Davey-Bates, Executive Director  
[www.lakeapc.org](http://www.lakeapc.org)

367 North State Street, Ukiah, CA 95482  
Administration: Suite 204 ~ 707-234-3314  
Planning: Suite 206 ~ 707-263-7799

December 5, 2017

Request for Proposals for  
Pavement Management Program Update and GIS Linkage in Lake County

Dear Consultants:

The Lake County/City Area Planning Council is seeking proposals from qualified consultant firms or individuals to conduct an update of the Pavement Management Programs for the Cities of Clearlake and Lakeport, the County of Lake, and County Service Area #2, Spring Valley and to provide an updated PMP/GIS linkage for each agency.

Background, project information, consultant's scope of work, local agency responsibility, consultant selection procedure, proposal requirements, and payment and contract information are included in the attached Request for Proposals. If you are interested in this project and feel your firm's qualifications match the services required, please respond with your proposal **no later than 5:00 p.m. on January 16, 2018.**

If you have any questions on the above, please call me at (707) 263-7799 or contact me via email at [sooknej@dow-associates.com](mailto:sooknej@dow-associates.com).

Sincerely,

James Sookne  
Project Manager

attachment

**REQUEST FOR PROPOSALS**  
for  
**Consultant Services**

**PAVEMENT MANAGEMENT PROGRAM UPDATE  
AND GIS LINKAGE UPDATE  
IN  
LAKE COUNTY**

for the  
**Lake Area Planning Council**



Prepared by: DOW & ASSOCIATES  
367 North State St., Suite 206  
Ukiah, CA 95482

December 2017

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## **I. BACKGROUND**

### **A. The Region**

The region served by the Lake Area Planning Council transportation planning activities exists totally within the boundaries of Lake County. Lake County lies within the northern extension of California's Coastal Ranges. These mountains are characterized by a series of southeast to northwest trending ridges which are separated occasionally by narrow valleys. Lake County is bounded by Mendocino County on the west, Sonoma and Napa Counties to the south and Yolo, Colusa and Glenn Counties on the east. State Highway 20 connects the area with both U.S. 101 and Interstate 5. The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the county's land area. The northern third of the county is largely unoccupied, much of it lying within the Mendocino National Forest. Mountains are also predominant in the southern one third of Lake County.

### **B. Population**

The 2010 U.S. Census placed Lake County's population at 64,665. This includes a population of 44,662 within the unincorporated areas of the county and an incorporated population of 20,003. Clearlake is the larger of the two incorporated cities, with a population of 15,250. The City of Lakeport has a population of 4,753.

Lake County is a sparsely developed rural area. The bulk of the population is clustered in small areas around the shores of Clear Lake and in the Middletown/Hidden Valley Lake area in the south of the county.

### **C. Organization and Management**

The Lake Area Planning Council (APC) is the Regional Transportation Planning Agency (RTPA) for the Lake County region. First established in 1972 by a Joint Powers Agreement, the APC now consists of eight members—two members of the Lake County Board of Supervisors, two council members from the City of Lakeport, two council members from the City of Clearlake, and two at large citizen members appointed by the Board of Supervisors. With the addition of a representative of the Caltrans District 1, the APC Board becomes the Policy Advisory Committee.

A Technical Advisory Committee (TAC) serves to advise the APC on various transportation matters. The TAC is comprised of representatives from the Planning and Public Works staff of each of the joint powers entities, plus California Highway Patrol, Lake County Airport Advisory Committee, transit, and Caltrans representatives.

### **D. History of Pavement Management Systems in Lake County**

The Pavement Management Program in Lake County was originally developed in three phases. Each phase included network identification, pavement condition surveys, data input and PCI calculations. Phase I was completed in 1995 and included the Federal Aid Secondary roads within the jurisdictions of Lake County, City of Lakeport and City of Clearlake. Phase II, concluded in June 1996, included 202 miles of roads within the three jurisdictions. Phase III added 178 miles of roads within the jurisdictions of Lake County, the City of Lakeport and the City of Clearlake.

As part of the APC's 2004/2005 Overall Work Program, a complete update of the entire county's Pavement Management Program was conducted, including field surveys, budget scenarios, and funding recommendations. This update utilized MTC's StreetSaver version 7.5. In addition, the project included a component to link the PMP databases to the County and the Cities' Geographic Information System (GIS) street centerline files.

Again, in the 2007/08 Overall Work Program, a complete update of the entire county's Pavement Management Program was conducted, including field surveys, budget scenarios, and funding recommendations. This update utilized MTC's StreetSaver program and included the component to link the PMP databases to the County and the Cities' Geographic Information System (GIS) street centerline files. Further updates occurred in the 2010/11 and 2014/15 Overall Work Programs.

There are now a total of approximately 602 miles of road within the programs for all three systems. The Lake County database includes approximately 510 miles (which includes approximately 2 miles of pavement at the County's airport facility); the City of Lakeport database now includes approximately 29 miles; and the City of Clearlake database now includes 63 miles.

Use of the program varies among the agencies. Some agencies utilized the program as a preventive maintenance programming tool and have performed in-house pavement condition surveys, while others have not fully utilized the program or entered new data.

## **II. PROJECT DESCRIPTION**

A project has been included in the APC's 2017/18 Overall Work Program to provide for consultant services to update the Pavement Management Programs for the County of Lake, the Cities of Clearlake and Lakeport, and County Service Area #2, Spring Valley utilizing the StreetSaver program. This will include conducting condition surveys and updating databases for each agency. In addition, each agency's GIS linkage will need to be revised as appropriate for compatibility with the updated survey data. Reports on the conditions, needs, and budget scenarios will be included as well. Training on the use of the StreetSaver program for local agency staff is also part of the project.

## **III. SCOPE OF WORK**

The Lake Area Planning Council intends to engage a consultant to conduct a Pavement Management Program Update for the local agencies in Lake County utilizing the most current version of the Metropolitan Transportation Commission's StreetSaver software. This project shall include PMP updates for street systems in the Cities of Clearlake and Lakeport, the County road system, and County Service Area #2, Spring Valley. In addition to performing updates of the existing systems, the project shall include a GIS linkage for each agency using the GIS Toolbox in StreetSaver.

Each proposal, at a minimum, shall include the following tasks:

### **A. Meetings**

The consultant shall conduct a kick-off meeting with the project stakeholders, including representatives from each local agency and the APC. In addition to the kick-off meetings, other meetings may be held throughout the course of the project as needed.

## **B. Conduct Field Surveys**

- B1.** The consultant shall conduct field surveys on all paved arterial, collector, and rural/residential roadways, with a PCI greater than 25 at the time of the last update, within the roadway systems of the County of Lake (310 centerline miles), the City of Clearlake (31.3 centerline miles), and the City of Lakeport (16.18 centerline miles), for a total of approximately **357.48 centerline miles**.
- B2.** The consultant shall conduct field surveys on all paved roads within County Service Area #2, Spring Valley for a total of approximately **19 centerline miles**.

## **C. Data Input**

- C1.** The consultant shall input field data and perform PCI calculations utilizing the most current version of MTC's StreetSaver software (online version) for the County and the Cities of Clearlake and Lakeport. This task will include updating maintenance and rehabilitation history for each agency. The data input and updating should also include reconciliation of the events migration table for each agency.
- C2.** The consultant shall input field data and perform PCI calculations utilizing the most current version of MTC's StreetSaver software (online version) for the County Service Area #2, Spring Valley. This task will include the creation of a Street Saver account for the County Service Area #2 as well as inputting any maintenance and rehabilitation history.

## **D. GIS Linkage**

- D1.** The consultant shall update the link between the Pavement Management Program and GIS data as needed for the County and the Cities of Clearlake and Lakeport, utilizing the StreetSaver GIS module.
- D2.** The consultant shall update the link between the Pavement Management Program and GIS data as needed for the County Service Area #2, utilizing the StreetSaver GIS module.

## **E. Training**

The consultant shall provide basic training to local agency staff on utilizing the most current version of StreetSaver web-based software and the GIS Toolbox feature. It is expected that training shall total approximately 1 full day per agency. Training can be conducted in a group setting, or individually for each agency.

## **F. Report Generation**

- F1.** The consultant shall prepare separate pavement condition reports for the maintained mileage on the County system and for the cities of Clearlake and Lakeport systems.

In addition, Budget Needs and Budget Scenario Reports shall be prepared for each agency. A total of 4 budget scenarios shall be prepared for each agency.

Upon completion of the project, the consultant shall prepare a final project report for each agency. The Final Report shall conform to the following format to the extent possible:

1. Title Page
2. Table of Contents
3. List of Tables
4. List of Figures
5. List of Appendices
6. Executive Summary
7. Statement of study objectives
8. Methodology of study
9. Results of study
10. Conclusions
11. Recommendations
12. References and bibliographies

A total of 5 copies of each report shall be provided by the consultant and distributed as follows: 4 copies to the agency, 1 copy to the Area Planning Council. In addition, an electronic copy of the reports shall be provided on cd to each agency and to the Area Planning Council.

- F2.** The consultant shall prepare a pavement condition report for the maintained mileage within the County Service Area #2, Spring Valley.

In addition, Budget Needs and Budget Scenario Reports shall be prepared for each agency. A total of 4 budget scenarios shall be prepared for each agency.

Upon completion of the project, the consultant shall prepare a final project report for each agency. The Final Report shall conform to the following format to the extent possible:

1. Title Page
2. Table of Contents
3. List of Tables
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A total of 5 copies of each report shall be provided by the consultant and distributed as follows: 4 copies to the agency, 1 copy to the Area Planning Council. In addition, an electronic copy of the reports shall be provided on cd to each agency and to the Area Planning Council.

#### IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum:

##### **A. Identification of Prospective Contractor**

The proposal shall include the name of the firm/organization submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contact if further information is desired.

##### **B. Management**

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior approval of the Lake County/City Area Planning Council.

##### **C. Personnel**

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a résumé for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior approval of the Area Planning Council.

##### **D. References**

The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

##### **E. Subcontractors**

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Subcontractor mark-up on direct costs, as well as contractor mark-up on subcontractor costs, is not allowed under this grant program. Subcontractor's invoices may not be submitted to the Area Planning Council separately from contractor invoices.

Note: Contractors and subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

##### **F. Methodology**

The prospective contractor shall describe the overall approach to the study, specific techniques that will be used, and specific administrative and operations management expertise that will be employed. If additional tasks are proposed that are in addition to those outlined in the RFP, they should be listed as "optional" with a separate budget.

##### **G. Schedule of Tasks**

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverable.

It is estimated that the contractor shall meet with the local agencies at least two (2) times during the project. The minimum deliverables for this project include: (1) field surveys, (2) data input, (3) pavement condition

report, (4) budget scenario reports, (5) updated GIS linkage, and (6) final report. The schedule shall indicate a deadline for delivery of final products of June 15, 2018, with final invoicing and project completion by June 30, 2018.

#### **H. Budget**

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. The budget shall itemize all items that will be charged to the project. Personnel costs shall be shown to reflect fully-weighted hourly billing rates for all personnel, however, the methodology for calculating the fully-weighted rates (e.g. labor, overhead rate, fringe, etc.) must also be provided. Consultant mark-up on direct costs and subconsultant costs is not allowed. Reimbursement for travel-related direct costs (hotels, meals, mileage, etc.) is limited to State rates which may be found on the Caltrans website at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. When invoicing, receipts are required for all direct costs other than fully-weighted personnel costs and mileage reimbursement. If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor.

#### **I. Signature**

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

### **V. CONTRACTOR AWARD**

#### **A. Proposal Review**

Each proposal will be reviewed to determine if it meets the requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Area Planning Council may reject any proposal if it is conditional, incomplete, or contains irregularities. The Area Planning Council may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

#### **B. Proposal Evaluation**

An evaluation committee will evaluate those proposals that meet the proposal requirements. The Area Planning Council reserves the right to select a Consultant based solely on written proposals, although interviews of top-ranked proposers may be conducted if appropriate or needed. Evaluation will be based on the proposer's understanding of work scope requirements demonstrated by responsiveness and comprehensiveness of the proposal, qualifications of individuals or firm/organization, successful experience and performance with similar projects, proposal contents and methodology, and cost proposal/staffing and resource allocation.

Scoring will be as follows:

• Qualifications of Individual or Firm/Organization	(20 points maximum)
• Experience/Performance with Similar Projects	(20 points maximum)
• Proposal Contents & Methodology	(30 points maximum)
• Schedule, Staffing & Resource Allocation	(10 points maximum)
• Cost Proposal	(20 points maximum)
<hr/>	
Total Points Possible	(100 points maximum)

The evaluation committee may decide to entertain formal oral interviews from the final short list of proposers to provide additional input into the evaluation process. The consultant would be expected to provide a 15-minute oral presentation that will be followed by a 15-minute question and answer period during which the committee may question the prospective consultants about their proposed approaches.

### Oral Interview Evaluation Criterion

The evaluation committee will carefully evaluate the oral interview based on the following criterion:

	<u>Maximum Points</u>
1. Presentation by Consultant Team (Overview of Team and Approach to Scope)	25
2. Q&A Session: Responses to Panel Questions	<u>25</u>
Total Points Possible:	50

#### **C. Contract Award**

A contract will be negotiated with the individual or firm determined in the evaluation process to be best suited to perform this project. Contract award is tentatively scheduled for **January 29, 2018**.

If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Area Planning Council, then staff will terminate negotiations with that firm and commence the negotiation process with the individual or firm submitting the second highest rated proposal.

This contract will be awarded using a time and materials payment method. The contract will include all State and/or Federal requirements that “flow down” from the funding source. (See Exhibit 1 – APC Sample Contract)

A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31 (per Caltrans’ Local Assistance Procedures Manual Chapter 10.5). A pre-award audit may be required.

## **VI. GENERAL INFORMATION**

### **A. Proposal Submittal**

Proposals must be received by no later than **5:00 p.m. on January 16, 2018**. Five (5) copies of the proposal shall be furnished. Responses may be either mailed or hand delivered to:

Lisa Davey-Bates, Executive Director  
Lake County/City Area Planning Council  
367 North State Street, Suite 204  
Ukiah, CA 95482

**B. Late Submittals**

A response is late if received at any time after 5:00 p.m., January 16, 2018. Postmarks will not suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

**C. Modification or Withdrawal of Responses**

Any proposal received prior to the date and time specified above for receipt of responses may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified above.

**D. Time Constraints**

The funding source of this study has imposed strict deadlines for completion of the project. Time constraints are critical; therefore, prospective contractors are advised that a rigorous schedule must be maintained. The contractor should consider June 30, 2018 as a firm deadline for project completion and must submit a proposal with a schedule meeting this constraint.

**E. Schedule**

The tentative schedule of activities related to this contract is as follows:

<u>Activity</u>	<u>Date</u>
RFP Distribution .....	December 5, 2017
Written Question Submittal Deadline .....	January 8, 2018
Answers Posted to APC Website .....	January 11, 2018
Proposal Submittal Deadline .....	January 16, 2018
Tentative Review/Ranking of Proposals .....	January 18, 2018
Tentative Oral Interview (if necessary) .....	January 23, 2018
Tentative Contractor Selection & Contract Award .....	January 26, 2018
Project Starting Date – Notice to Proceed .....	January 29, 2018
Final Report/Products Due .....	June 15, 2018
Project Completion and Final Invoicing.....	June 30, 2018

**F. Property Rights**

Proposals received within the prescribed deadline become the property of the Lake Area Planning Council and all rights to the contents therein become those of the Council.

**G. Amendments to Request for Proposals**

The Area Planning Council reserves the right to amend the Request for Proposals by addendum prior to the final date of response submission. All addenda will be posted on APC's website

<http://www.lakeapc.org/>.

**H. Funding**

Funding for this project will be provided through the Lake County/City Area Planning Council in the 2017/18 Regional Transportation Planning Work Program. A total of \$100,000 in Rural Planning Assistance funds has been budgeted for consultant services to assist in the update of pavement management programs and GIS linkage for agencies in Lake County.

**I. Non-commitment of the Lake County/City Area Planning Council**

This Request for Proposals does not commit the Lake County/City Area Planning Council to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The Area Planning Council reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the agency to do so.

**J. Resources to be Provided to the Consultant**

The Area Planning Council and/or the local agencies shall make the following resources available to the consultant: existing pavement management databases for County and Cities, GIS street centerline files for County and Cities, past Pavement Management Program reports.

**K. Public Domain**

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

**L. Questions**

Questions regarding this Request for Proposals will be received by FAX, telephone, email, or in writing. Written questions should include the individual's name, the name of the firm, address, and telephone number. Questions must be submitted no later than January 8, 2018, and should be directed to:

James Sookne  
Lake County/City Area Planning Council  
367 North State Street, Suite 206  
Ukiah, CA 95482  
Telephone 707-263-7799  
FAX 707-463-2212  
[sooknej@dow-associates.com](mailto:sooknej@dow-associates.com)

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted by January 11, 2018, on APC's website <http://www.lakeapc.org/>.

**M. Conflict of Interest**

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this project has a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Lake APC or in any way compromise the services to be performed under this Agreement. The consultant shall immediately notify Lake APC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

**N. Affirmative Action**

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Lake County/City Area Planning Council.

**O. Protest Procedures and Dispute Resolution Process**

The Area Planning Council's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process. (See attached Exhibit 2 – Protest Procedures and Dispute Resolution Process)

**P. Lake County/City Area Planning Council Acknowledgment**

The following acknowledgment of participation must appear on the cover or title page of a final report due at the conclusion of this project:

"The preparation of this report was programmed through the Lake County/City Area Planning Council's 2017/18 Regional Transportation Planning Work Program, Work Element 611."

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AGREEMENT FOR PROFESSIONAL SERVICES

### PROJECT NAME

This Agreement is entered into on xxxxxx, 201x, by and between the Lake County/City Area Planning Council, hereinafter referred to as the "APC", and (Consultant Name), hereinafter referred to as "Consultant."

### RECITALS:

The APC may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The APC is lead agency for Project Name in Lake County, hereinafter referred to as the "Project," funded by Funding Source and amount(s) from the State of California, Department of Transportation, hereinafter referred to as the "State." The APC shall be responsible to State for the successful completion of this Project.

All services performed by APC, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Lake laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Lake laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Lake laws and regulations, respectively.

The APC and Consultant agree as follows:

### 1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by agreement of the APC and Consultant.

Exhibit A: Consultant's Proposal to xxxxxx

Exhibit B: Project grant application with the scope of work and the project schedule used in the formal procurement process.

Exhibit C: Caltrans Local Assistance Procedures Manual Exhibit 10-J –Standard Contract Provisions for Sub-consultant /DBE Participation.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

## 2. COMPENSATION

Compensation for services provided shall not exceed \$xx,xxx on a job completion basis. This shall include compensation for completing the tasks and products identified in Exhibits A and B. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibits.

The APC shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

## 3. INVOICES AND DISBURSEMENT

The APC will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore APC will not pay Consultant for any such increases to actual costs incurred.

The APC shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibits A and B. The APC will make payments within 30 days of receipt of Consultant's invoices.

The APC shall hold retainage of ten (10%) percent of each invoice. This retention shall be released to Consultant within 30-days after receiving final work products deemed satisfactorily completed by APC.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the APC substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the APC and Consultant.

## 4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibits A and B shall be in formats acceptable to the APC. The APC will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the APC.

5. SERVICES OF THE LAKE COUNTY/CITY AREA PLANNING COUNCIL

The APC shall provide full information as to its requirements for performance of this Agreement, attached as Exhibit B.

The APC shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The APC shall place at the disposal of Consultant all available information pertinent to the project.

The APC will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from xxxxxx, 201x through xxxxxx, 201x. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibits A and B, provided that evidence of insurance has been received by the APC as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the APC by xxxxxx, 201x. Extensions of the above term may be made only upon written authorization by the APC.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

APC, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of the APC and State.

Consultant is advised that, according to Government Code Section 7550, which states in part that *“Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.”*

## 9. TERMINATION

At any time the APC may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the APC abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the APC determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the APC, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the APC shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least seven (7) days prior to the date of termination specified in the notice. Upon such termination the APC shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the APC and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by the APC due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the APC for any damages, general or consequential, which the APC may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

## 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the APC and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the APC harmless only to the extent Consultant caused the injury, damage, or loss. The APC agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The APC shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to

this Agreement between Consultant and the APC and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the APC or its contractors or their respective employees, officers and agents.

The APC agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

## 11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the APC for the APC's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the APC Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000  
Each Occurrence and Vehicle/Property Damage - \$250,000  
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property  
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily  
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits  
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the APC, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the APC satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Consultant shall sign and file with the APC a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

## 12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The APC relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the APC will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

## 13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b.) APC, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. APC, Consultant and its sub-consultants shall comply with the provisions of the

Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) APC, Consultant and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) APC, Consultant and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. APC, Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. APC, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, Part 200, Uniform Administrative Requirements, Cost Administrative Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. APC, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and

auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

APC, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

#### 14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Lake.

#### 15. INDEPENDENT CONSULTANT

Both the APC and Consultant agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The APC shall compensate Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

#### 16. FINANCIAL INTEREST

The Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

#### 17. SUCCESSOR AND ASSIGNMENTS

The APC and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the APC nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of Consultant, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Lisa Davey-Bates, Executive Director  
Lake County/City Area Planning Council  
367 N. State St., Suite 204  
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

_____	_____
Lisa Davey-Bates, Executive Director Lake County/City Area Planning Council	Consultant Name, Position Firm Name, LLC
	Federal ID No.: _____

## **PROTEST PROCEDURES FOR PROCUREMENTS\***

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### **I. PROTESTS**

The following procedures shall be used by RTPA to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. RTPA will consider all protests or objections regarding the contracting process or the award of an Agreement received by RTPA by 4 p.m. on the deadlines discussed below. RTPA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to RTPA. A protest which does not strictly comply with the RTPA protest procedures will be rejected.

#### **A. Protests Before Bid/Proposal Opening**

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by RTPA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

#### **B. Protests Related to Determination of Responsiveness**

In the event the RFP contains a DBE/UDBE goal and RTPA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, RTPA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and RTPA shall not be obligated to send Proposer any further notices.

#### **C. Protests After Bid/Proposal Due Date**

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date RTPA receives the protest. Untimely protests will be rejected. If deemed necessary, RTPA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

**D. Protest Contents**

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: RTPA Contract Solicitation No. Solicitation #

**E. Role Of The Protest Administrator**

If a protest raises solely a question of law, the Executive Director shall retain the services of RTPA legal Counsel to serve as the Protest Committee. RTPA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the RTPA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and RTPA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at RTPA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

**F. Reply To Protest**

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to RTPA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the

original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of RTPA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of RTPA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

**G. Results Of The Protest**

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. RTPA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and RTPA will continue with contract negotiations with the awardee.

**H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding**

1. FTA Review of Protests

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of RTPA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.
- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an “interested party.” (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c)).”

2. Time for Filing

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the RTPA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to RTPA. In instances where the protester alleges that RTPA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of RTPA to render a final determination on the protest.
- b. RTPA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6.

After five (5) business days, RTPA shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

- a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
- b. Protests should be filed with the FTA Region 9 office and a copy must be sent to RTPA by the protester.
- c. The protest filed with the FTA shall:
  - Include name and address of protester
  - Identify RTPA as the grantee, the RTPA Contract Administrator, and number of the contract solicitation
  - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
  - Include a copy of the local protest filed with RTPA and a copy of the RTPA decision, if any

4. RTPA Response

- a. The FTA shall notify RTPA in a timely manner of receipt of a protest.
- b. RTPA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
  - a copy of RTPA's protest procedure
  - a description of the process followed concerning the protester's protest
  - any supporting documentation
- c. RTPA shall provide protester with a copy of the above submission.

5. Protester Comments

The protester must submit any comments on the RTPA submission not later than ten (10) business days after the protester's receipt of the RTPA submission.

6. *Withholding of Award*

When a protest has been timely filed with RTPA before award, RTPA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless RTPA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to RTPA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.