

Highway 20 Northshore Communities Traffic Calming Plan & Engineered Feasibility Study

Request for Proposal



Lake Area Planning Council
367 North State St., Suite 206
Ukiah, CA 95482

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I. Background

A. Area Profile

Lake County lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. It 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. Portions of Lake County include public lands managed by the Department of Forestry, Bureau of Land Management, State Parks Department and other agencies. The largest income producing industries are agriculture, tourism, and geothermal development located in the mountainous terrain in the southwestern portion of the county.

The California Department of Finance estimated Lake County's population at 65,081 as of January 1, 2018. This includes a population of 44,030 within the unincorporated area of the County, 5,134 within the City of Lakeport, and 15,917 within the City of Clearlake. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only part of the year. There are seven tribes in Lake County of which five have land and four have established casinos.

Lake County is characterized by very low median incomes (58.5% of California Median Household Income) and a percentage of seniors (21.5% over 65) approximately double the statewide average. Much of the southern County was devastated by wildfires in 2015, 2016 and again in 2017. Earlier this summer, an even larger wildfire swept across western and northern portions of County. Over 1,800 homes were destroyed over the past several years as a result of these disasters, many which will not be re-built because homeowners were uninsured. The long-term effects on local businesses and local government revenues are just now being felt and are expected to continue for a number of years.

B. Organization and Management

Transportation planning in Lake County is the responsibility of the Lake Area Planning Council (APC), the designated Regional Transportation Planning Agency (RTPA). Established in 1972, the Lake APC operates under a Joint Powers Agreement between local jurisdictions within the region. A cooperative relationship between Caltrans and the APC was later formalized through a Memorandum of Understanding. Since 1986, Lake APC membership has consisted of eight (8) members, including two (2) members of the Lake County Board of Supervisors, two (2) City Council members from the City of Lakeport, two (2) City Council members from the City of Clearlake, and two (2) citizen members selected at large by the Board of Supervisors.

Three committees serve to advise the Lake APC. These are: the Policy Advisory Committee (PAC), composed of APC members together with the District 1 Director of Transportation, or his/her representative, from the Caltrans Office in Eureka; the Technical Advisory Committee (TAC), composed of the Director of Public Works of Lake County, the Planning Director of Lake County, the City Engineer for Lakeport, the City Planner for Lakeport, the City Engineer for Clearlake, the City Planner for Clearlake, the Commander of the Lake County Office of the Highway Patrol, and a transportation planner from the Caltrans District 1 Office; and the Social Services Transportation Advisory Council (SSTAC), which was established in 1987 to assist the Lake APC in identifying transit needs that may be reasonable to meet by providing new or specialized public transportation services, or by expanding existing services.

Most members of the TAC are involved in some fashion with the planning and development of multiple transportation projects within their respective jurisdictions, including streets, roads, as well as bicycle and pedestrian facilities.

II. Project Description

A. Project

The project will evaluate the needs, priorities and feasibility of traffic calming measures through four lake front communities along Clear Lake’s north shore: Nice, Lucerne, Glenhaven and Clearlake Oaks. With the assistance of previously adopted documents, it will analyze current conditions and formulate potential projects including bicycle, pedestrian and transit friendly options intended to improve the attractiveness and overall livability of the unincorporated towns. Specifically, the project will, 1) prepare an “existing conditions report” on the four target communities, 2) use community and stakeholder input to identify issues of local concern, 3) prioritize conceptual transportation improvement projects and determine the feasibility of construction based on planning level cost estimates.

B. Purpose

The product of this study will provide a prioritized program of projects that could be implemented in the near term to facilitate the long-envisioned functional transition of State Route 20 from de-facto Principal Arterial to its permanent function as a Minor Arterial serving a more local access function. The study will guide Caltrans and local investments in the north shore communities along the Minor Arterial segment of State Route 20 between the Route 29 junction and the State Route 53 junction. The overall intention of the project is to enable Project Study Reports to be prepared from its products (engineered feasibility).

III. Scope of Work

Task 1: Coordination with Project Partners & Consultant

Task 1.1: Lake APC staff will form a Technical Advisory Group (TAG) consisting of representatives from the APC, the County of Lake, Caltrans, and Tribal governments to provide input and provide consultant oversight during the Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS).

Task 1.2: The Consultant shall conduct a kick-off meeting with the TAG to refine the scope of work, clarify the scope of the project, and resolve remaining issues.

Task 1.3: The Consultant shall conduct meetings with the TAG, as needed, throughout the course of the study and prepare agendas and minutes for TAG meetings.

Task	Deliverable
1.1	<i>List of Technical Advisory Group Members</i>
1.2	<i>Consultant/TAG Kickoff Meeting Agenda and Meeting Notes</i>
1.3	<i>TAG Meeting Agendas and Meeting Notes</i>

Task 2: Prepare Existing Conditions Report & Progress Report on the 2005 Plan

Task 2.1: The Consultant shall gather and review existing data relevant to Northshore transportation and safety, notably the *Highway 20 Traffic Calming and Beautification Plan (RRM Design Group, 2005)* and other relevant documents such as the 2017 Regional Transportation Plan, Shoreline Communities Area Plan, development proposals, needs assessments, Safe Routes to Schools plans, or safety assessments.

Task 2.2: Conduct a SR 20 corridor field review within each of the four communities to assess traffic safety & operations, parking, street crossings, active transportation, and transit access conditions. Document deficiencies by deficiency type, mode, and community. The limits of the community boundaries will be established by the TAG.

Task 2.3: Prepare documentation (spreadsheets, data tables, etc.) and GIS based maps for each Northshore community that depict deficiencies that were detected in the field review process. Separate maps and documentation should be produced for each of the four Northshore communities.

Task 2.4: Prepare Draft Existing Conditions Report that documents the process that was used to develop the report and contains the maps and tables identified in Task 2.3.

Task 2.5: Review Chapter 9, *Recommendations & Improvement Opportunities*, of the *Highway 20 Traffic Calming and Beautification Plan*. Compare with field data gathered for the Existing Conditions Report to determine the level of implementation that has been achieved within each Northshore community since 2005. Prepare a draft Progress Report outlining the progress toward implementation, identifying implementation obstacles, and stating lessons learned.

Task 2.6: Receive and review TAG comments on the Draft Existing Conditions Report and Progress Report, and then prepare final Existing Conditions Report and Progress Report.

Task	Deliverable
2.1	<i>List of resource documents reviewed</i>
2.2	<i>Field Notes and Sketches</i>
2.3	<i>Existing Conditions Documentation & GIS based maps, by community</i>
2.4	<i>Draft Existing Conditions Report</i>
2.5	<i>Draft Highway 20 Traffic Calming and Beautification Plan Progress Report</i>
2.6	<i>Final Existing Conditions Report & Progress Report</i>

Task 3: Public Participation, Community, and Tribal Outreach

Task 3.1: With input from the TAG, develop a list of stakeholders for advertisement of public workshops.

Task 3.2: Advertise public workshops in the community, using a variety of outreach methods consistent with the APC Public Participation Plan. This may include social media and online

surveys in addition to traditional outreach methods. Efforts will target Tribal governments, low-income households, and under-represented Hispanic communities in Lake County.

Task 3.3: Conduct 3 community workshops, determined by the TAG, to solicit input on conditions and issues identified in the Existing Conditions Report and Implementation Progress Report as well as identify other aesthetic, active transportation, and traffic issues of local concern.

Task 3.4: Prepare notes addressing public comments on Existing Conditions Report and Implementation Progress Report as well as new issues/concerns identified through the public process.

Task	Deliverable
3.1	<i>Roster of stakeholders</i>
3.2	<i>Advertising Materials, News Releases, Surveys, etc.</i>
3.3	<i>Agendas and Meeting Notes</i>
3.4	<i>Notes and Documentation of the Public Process</i>

Task 4: Develop draft *Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)*

Task 4.1: Consider public comments (Task 4) in developing an array of conceptual transportation improvement projects that address deficiencies identified in the Existing Conditions Report. Aesthetics shall be incorporated into the design of transportation improvement projects in that they are supportive of local goals and policies as reflected in the Regional Transportation Plan, or local areas plans, and are in the spirit of Context Sensitive Solutions. Due to the lack of funding sources to implement beautification projects, no free-standing beautification projects will be developed.

Task 4.2: With TAG input, develop a methodology to prioritize conceptual projects identified in Task 5.1. This methodology should consider, at a minimum, traffic, pedestrian and bicycle safety, prevailing speeds, Safe Routes to School plans, transit access, community development plans, costs, and constructability.

Task 4.3: Apply criteria developed in Task 5.2 to prioritize conceptual transportation improvement projects identified in Task 5.1. The process will present priorities in two formats: (1) Overall priority and (2) Priority within each Northshore community.

Task 4.4: Convene TAG to receive and review Overall and Northshore Community transportation improvement priorities. The TAG will provide guidance to consultant as regarding project consolidation and cost limitations.

Task 4.5: After responding to TAG comments/directions, field review top priority candidate projects within in each jurisdiction to, at a minimum: confirm appropriateness and viability of the recommended project and identify obstacles, verify dimensions, establish project termini, and

determine constructability. A minimum of 20 improvement projects shall be field reviewed and scoped in such manner with a minimum of 3 each in Nice, Lucerne, and Clearlake Oaks.

Task 4.6: Prepare planning level cost estimates consistent with Class 4 (concept evaluation) estimates for probable construction cost as defined by the Association for the Advancement of Cost Engineering, International (AACE) for 20 projects within the Northshore communities on Highway 20.

Task 4.7: Based on TAG and consultant technical input, prepare draft *Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)*.

Task	Deliverable
4.1	<i>List of conceptual transportation improvement projects</i>
4.2	<i>Prioritization Methodology</i>
4.3	<i>List of: (1) Overall Priority Transportation Improvement Projects and (2) Priority Transportation Improvement Projects by Northshore Community</i>
4.4	<i>Agenda & Meeting Notes</i>
4.5	<i>Priority Project Scoping Document</i>
4.6	<i>Planning Level Cost Estimates for 20 Priority Transportation Improvement Projects</i>
4.7	<i>Draft Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)</i>

Task 5: Final Plan Preparation & Hearing

Task 5.1: Present the draft *Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)* to the APC Technical Advisory Committee.

Task 5.2: Make changes/adjustments/corrections as may be directed by the Technical Advisory Committee, and then prepare the draft final *Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)* for acceptance.

Task 5.3: Present the draft final *Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)* to the Lake County/ City Area Planning Council at a public hearing.

Task 5.4: Make final changes as may be directed by the Lake County/City Area Planning Council, and then prepare the final *Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)* for acceptance.

Task 5.5: Prepare and distribute final electronic and 20 hard copies.

Task	Deliverable
5.1	<i>Presentation Materials</i>
5.2	Draft final <i>Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)</i>
5.3	<i>Presentation Materials</i>
5.4	Final <i>Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study (EFS)</i>
5.5	<i>Electronic & 20 Hard Copies of Final Study</i>

APC Acknowledgment - The following acknowledgment of participation must appear on the cover or title page of a final report due to the Area Planning Council at the conclusion of this project:

"The preparation of this report was funded through the Lake Area Planning Council's 2018/19 Regional Transportation Planning Work Program, Work Element 615."

IV. Proposal Requirements

Each proposal shall contain at a minimum:

A. Identification of Prospective Contractor

The proposal shall include the name of the individual or firm submitting the proposal, its mailing address, telephone number, 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 employed. The selected contractor shall not cause the substitution of the project manager without prior approval of the Lake 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 resume for each professional, a statement indicating how many hours 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 Lake 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.

F. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

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. The schedule shall be consistent with the grant application (*Attachment A*).

H. Budget

The prospective contractor shall prepare a detailed budget for the work to be performed. The budget shall itemize all items that will be charged to the project. Costs shall be segregated to show (by task) hours, and fully weighted rates, however, the methodology for calculating the fully weighted rates must be shown (e.g. overhead rate, fringe, etc.). The prospective contractor may not markup subcontracts. The breakdown of subcontract costs shall follow the same format as for the prime contractor. The budget shall be consistent with the funding and timeline information included in the grant application (*Attachment A*). As discussed under Sections V. *Contract Arrangements* and VI. G. *Funding*, this project is subject to state and federal rules and procedures regarding contracting.

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 and contractually bind the contract.

V. Contract Arrangements

A. Response Review

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

Lake APC may reject any proposal if it is conditional, incomplete, or contains irregularities. Lake APC 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 respondent from full compliance with the contract requirements if the proposer is awarded the contract.

B. Response Evaluation

Responses will be evaluated according to how well individual criteria have been met. In certain cases, follow up interviews may be requested prior to selection, although Lake APC reserves the right to select a consultant based solely on written proposals. In the event of an interview, a separate score (from 1-20) will be used to rank oral responses, which will be judged according to project understanding and approach. Overall, evaluation will focus on the comprehensive nature of the proposal (thoroughness of responses, knowledge of local conditions, etc.) and will be based on the following criteria:

<u>Criterion</u>	<u>Weight</u>
1. Approach to tasks and duties (scope)	30%
2. Cost of proposal, including budget/resource allocation	30%
3. Experience relevant to tasks and duties	20%
4. Qualifications, Education and training	10%
5. General Experience	10%

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. Lake APC is expected to award a contract by **December 7, 2018**.

If a contract cannot be negotiated with the individual or firm submitting the highest rated response which is in the best interests of the Lake APC, then staff shall commence the negotiation process with the individual or firm submitting the second highest rated response. The contract will include all State and/or Federal requirements that “flow down” from the grant. An example of language that may be included in a contract is attached as Attachment B.

VI. General Information

A. Proposal Submittal

Responses must be received by no later than **4:00 p.m. on November 16, 2018**. Five (5) bound copies of the response and one (1) electronic copy on CD or flash drive shall be furnished. Responses may be either mailed or hand delivered to:

Lisa Davey-Bates, Executive Director
Lake Area Planning Council (APC)
Davey-Bates Consulting
367 North State Street, Suite 204
Ukiah, CA 95482

B. Late Submittals

Responses received after the specified time will not be considered and will be returned, unopened, to the respondent.

C. Modification or Withdrawal of Responses

Any response 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 response must be received by the date and time specified above.

D. Schedule

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

<u>Activity</u>	<u>Date</u>
RFP Mail-out	<u>October 17, 2018</u>
Written Question Submittal Deadline	<u>November 2, 2018</u>
Proposal Submittal Deadline	<u>November 15, 2018</u>
Presentation/Interview (if needed)	<u>December 3 and 4, 2018</u>
Tentative Contract Award	<u>December 10, 2018</u>
Tentative Contract Effective Date	<u>December 17, 2018</u>

E. Property Rights

Responses received within the prescribed deadline become the property of Lake APC and all rights to the contents therein become those of Lake APC.

F. Amendments to Request for Proposals

Lake APC reserves the right to amend the Request for Proposals by addendum prior to the final date of response submission.

G. Funding

Funding for this project is to be paid for with a mixture of Local Transportation Funds and Caltrans Sustainable Transportation Grant programmed by the Lake Area Planning Council in the 2018/19 Regional Transportation Planning Work Program. The Sustainable Communities Grant Program is funded by the State Highway Account. Rules and procedures dictated by Caltrans regarding per diem rates, reimbursement levels for lodging, meals, and travel will apply to this project. Ten percent (10%) of each of the prime contractors' invoices will be retained by the APC. This retention shall be released to the Consultant upon acceptance by the APC of the completed work and final report.

H. Non-commitment of Lake APC

This Request for Proposals does not commit Lake APC 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. Lake APC 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.

I. 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.

J. Questions

Questions regarding this Request for Proposals **MUST be submitted IN WRITING.** Written questions should include the individual's name, the name of the firm (if applicable), address, telephone number, and e-mail, no later than **November 2, 2018.**

Questions should be directed to:

John Speka
Lake Area Planning Council
367 N. State St, Ste. 206
Ukiah, CA 95482
E-mail: spekaj@dow-associates.com
Telephone (707) 263-7799

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted by November 7, 2018, on Lake APC's website <http://www.lakeapc.org/>

K. 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.

L. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VI and 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 Area Planning Council.

M. Protest Procedures and Dispute Resolution Process

The Lake APC's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process (*see Attachment C*).

FY 2018-19
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
 SUSTAINABLE COMMUNITIES GRANT APPLICATION**

PROJECT TITLE	Highway 20 Northshore Communities Traffic Calming Plan and Engineered Feasibility Study
PROJECT LOCATION (city and county)	Unincorporated Northshore communities in Lake County

	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization	Lake Area Planning Council		
Mailing Address	367 N. State St. Ste. 204		
City	Ukiah		
Zip Code	95482		
Executive Director/designee and title	Mr. <input type="checkbox"/> Ms. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Lisa Davey-Bates, Executive Director	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address	ldaveybates@dbcteam.net		
Contact Person and title	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> John Speka, Senior Transportation Planner	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address	spekaj@dow-associates.com		
Phone Number	(707) 263-7799		

FUNDING INFORMATION
 Use the Match Calculator to complete this section.
 Match Calculator

Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$ 148,199	\$ 19,201	\$	\$ 167,400

**Specific Source of Local Cash Match
 (i.e., local transportation funds, local sales tax, special bond measures, etc.)**

Local Transportation Funds

FY 2018-19
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
 SUSTAINABLE COMMUNITIES GRANT APPLICATION**

LEGISLATIVE INFORMATION*			
Please list the legislative members in the project area. Attach additional pages if necessary.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Mike McGuire	2	Cecilia Aguiar-Curry	4
	-		-
	-		-
	-		-
	-		-
	-		-

*Use the following link to determine the legislators.
<http://findyourrep.legislature.ca.gov/> (search by address)

Please identify the best practices cited in the 2017 Regional Transportation Plan (RTP) Guidelines, Appendices K and L, that would be employed in the proposed transportation planning grant project. Select only those that apply and provide an explanation. For future grant cycles, this section may be considered for points and/or threshold requirements. For now, these items are for tracking and reporting purposes only and are not associated with points, and may not result in a higher score.

- Coordination with Other Planning Processes

Please explain how:

Smart Mobility Framework, Complete Streets and other local plans/strategies will be used to emphasize "Main Street" functions of Hwy 20 through the Northshore towns of Nice, Lucerne and Clearlake Oaks. Traffic calming features, improved on-street parking and integrated land-use patterns will enhance safety and sense of community.

- Regional Travel Demand Modeling and Analysis

Please explain how:

The Lake County Area-Wide Microsimulation Model (LAMM) was developed to help analyze traffic demand between north (SR 20) and south (SR 20/53/29) routes around Clear Lake. Traffic calming aspects of the project would benefit from such analyses available in the model.

- RTP Consultation and Coordination

Please explain how:

Workshop meetings for both stakeholders (those impacted or concerned with outcome of study) and the community (to inform and provide forum for comment) would be held during the process. Outreach methods and strategies listed in Lake APC's Public Participation Plan would be utilized to solicit public feedback on the project.

- Integrating Ecological Considerations into Transportation Planning

Please explain how:

Traffic calming strategies will lead to increased bicycle/pedestrian activity on "Main Streets" of subject communities resulting in a reduction in greenhouse gas emissions. As an "infill" project within existing highway right-of-way, biological or land resources would not be impacted. Incidental drainage improvements could benefit water quality.

- RTP Financial Overview

Please explain how:

The proposed plan will include planning level cost estimates for potential improvement projects, which may be used to inform project cost estimates in future RTP updates. Recommended project alternatives would be unconstrained and dependent on unidentified future funding sources.

FY 2018-19
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION**

RTP Modal Discussion

Please explain how:

The project would encourage active transportation alternatives by making the "Main Street" areas more bicycle and pedestrian friendly. Transit stops would also be better defined and attractive. Multi-modal uses of the highway is strongly encouraged in areas such as these within the RTP.

Transportation System Management and Operations

Please explain how:

While changeable message signs are utilized along the Highway 20 corridor through Lake County, Transportation System Management and Operations technologies are not considered to be part of the study. Intelligent Transportation Systems may become more developed over time within the study area.

Future of Transportation and New Technology

Please explain how:

N/A

Sustainable Communities Strategy (SCS) Contents and Development

Please explain how:

As a non-MPO, Lake APC has adopted a Regional Blueprint, rather than an SCS. The Blueprint includes a "Balanced Growth" scenario which encourages transit and pedestrian friendly infill development. The proposed project is consistent with Blueprint principles by facilitating adequate multi-modal facilities in developed areas.

Land Use and Transportation Strategies to Address Regional GHG Emissions

Please explain how:

The Lake County RTP emphasizes strategies which "facilitate and promote" transit, bicycling and walking to reduce sources of greenhouse gas (GHG) emissions. The project is consistent with these GHG objectives and policies by encouraging non-motorized transportation options within the project area.

Adaptation of the Regional Transportation System to Climate Change

Please explain how:

N/A

Performance Measures

Please explain how:

The Lake County RTP includes Performance Measures for safety, mobility and accessibility within its "State Highway System" and "Active Transportation" elements. The proposed project would lead to beneficial outcomes with respect to several of the relevant metrics.

Policies and Programs that Promote Health and Health Equity

Please explain how:

The Lake County Active Transportation Plan includes Goals, Objectives and Policies intended to enhance public health through the development of active transportation projects. The proposed project is consistent with such policies by encouraging active (walking and biking) modes of transportation.

Please identify the Grant Program Overarching Objectives (Grant Application Guide, Page 4) that the proposed transportation planning grant project will address. Select all that apply and provide an explanation.

- Sustainability – Promote reliable and efficient mobility for people, goods, and services, while meeting the State’s GHG emission reduction goals, preserving the State’s natural and working lands, and preserving the unique character and livability of California’s communities.

Please explain how:

The project will provide or improve bicycle, pedestrian and transit facilities along Highway 20 providing more reliable/efficient transportation options. Increased use of non-motorized transportation will reduce GHG emissions, promote healthier lifestyles and improve community livability by providing a safe separation between modes.

- Preservation – Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and Local planning growth and economic development patterns.

Please explain how:

The project will preserve the existing active transportation system by identifying options for enhancing bicycle and pedestrian facilities. Improvements will promote energy conservation and benefit the environment by reducing VMT/GHG emissions. Incidental drainage improvements would further benefit water quality/runoff into Clear Lake.

- Mobility – Increase the accessibility of the system and mobility of people and freight.

Please explain how:

The project will increase mobility of people through traffic calming measures and facilitating needed improvements to the currently deficient bicycle, pedestrian and transit network. In addition to biking and walking, an improved multi-modal transportation network provides increased accessibility and safety for transit riders (first/last mile).

- Safety – Increase the safety and/or security of the transportation system for motorized and active transportation users.

Please explain how:

The project will facilitate safety improvements to bicycle, pedestrian and transit facilities through traffic calming measures along higher speed segments of Highway 20 within the Northshore communities of Clear Lake.

- Innovation – Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.

Please explain how:

The project would assess traffic calming alternatives along the Northshore of Clear Lake to enhance the economy and livability of four unincorporated "severely disadvantaged" communities within the region.

- Economy – Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprises, etc.).

Please explain how:

The project supports economic equity for individuals who may not have the ability to drive to jobs by providing improved and safe bicycle and pedestrian facilities for active transportation, as well as improved access to transit stops.

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- Health – Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity especially through transportation means.

Please explain how:

The project will promote physical activity and support an active, healthy lifestyle by enabling future bicycle, pedestrian and transit projects. Local air quality will improve as vehicle use & GHG emissions decline. Bike and pedestrian injuries and fatalities may be reduced by implementing proposed traffic calming measures.

- Social Equity – All of these overarching objectives should promote transportation solutions that focus on and prioritize the needs of communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

Please explain how:

The project would solicit input from members of economically disadvantaged communities to identify potential multi-modal improvements along the Northshore. Low-income communities are most affected by inadequate bike, pedestrian and transit facilities as residents are less likely to depend on single occupancy vehicles.

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1. Project Description (100 words maximum) (15 points): Briefly summarize project.

Along the northern shore of Lake County's Clear Lake, State Route 20 serves a dual role as an interregional throughway as well as a "Main Street" through several unincorporated towns, with roadside recreational and commercial uses playing a large role in their day to day activities. The proposed project will analyze current conditions and formulate traffic calming projects including bicycle, pedestrian and transit friendly options intended to improve the attractiveness and overall livability of the area. Input from County, Caltrans and Tribal government representatives, along with a series of community workshops, will be used to develop prioritized lists of improvements.

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2. Project Justification (Do not exceed the space provided.) (25 points): Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project.

Highway 20 through Lake County plays an important role as one of only two interregional connections between Interstate 5 and Highway 101 north of Sacramento. While the principal arterial corridor through the County includes State Route 53 (intersecting with SR 20 just east of the northern shore of Clear Lake) and SR 29, as a preferred route around the southern shore of Clear Lake, the Northshore sections of Highway 20 still receive heavy volumes of freight, local and through traffic. Along this northern shore, Highway 20 connects the communities of Clearlake Oaks, Glenhaven, Lucerne and Nice with the greater region and beyond. It also functions as a "Main Street" through the town centers, including a number of roadside commercial and recreational uses. Many sections of the highway within these locales have been widened to include a center turn lane, which often leads to elevated speeds in general (occasionally also to illicit passing attempts) and to higher accident rates. Collision data from the Transportation Injury Mapping System lists 125 incidents along this stretch since 2006, six involving at least one fatality. Overall, the current conditions detract from the safety, attractiveness and livability of these communities.

The Lake County region, as a whole, ranks among the poorest in the State. According to the California Public Resources Code, a "disadvantaged community" is characterized by having "a median household income (MHI) less than 80% of the statewide average." American Community Survey (ACS) data estimates Lake County to have a MHI of \$36,132 (56.6% of the State MHI of \$63,783), the second lowest in the State, qualifying as "severely" disadvantaged (<60% MHI) under PRC definitions. Approximately 24.6% live at or below the poverty level with 26.4% of County residents (19.4% statewide) in need of some type of assistance (e.g. Supplemental Security Income (SSI), public assistance or food stamps). Poor economic conditions have only been exacerbated by recent damaging wildfires and floods, impacting several regions within the County in 2015, 2016 and 2017, directly and indirectly affecting Northshore residents (e.g. property damage, falling property values, resource strains, etc.).

The County is also characterized by higher percentages of senior and disabled persons than the State as a whole. An estimated 20.5% of the County is aged 65 or older compared with 12.9% at the State level (ACS). It is estimated that 21.5% of Lake County residents have some type of disability, doubling the statewide figure of 10.6%. These types of demographics often result in a higher than average reliance on non-automobile modes of transportation. For example, an aging population tends to rely on walking and/or public transit in instances when they are no longer able to drive or are otherwise unable to obtain the assistance of family or friends with a car. Or else, as shown in recent ACS nationwide studies, lower-income households are more likely to use non-motorized means of transportation reflecting financial necessity or lower rates of automobile ownership. The incomplete or otherwise unsafe conditions of existing pedestrian, transit and/or bicycle facilities throughout the Northshore communities pose significant barriers to access and mobility for those segments of the population.

In 2005, a "Highway 20 Traffic Calming and Beautification Plan," was adopted by the Lake APC, developing several conceptual plans to address a number of similar issues for the communities of Clearlake Oaks, Lucerne and Nice. Since that time, only a fraction of the proposed projects have been realized due to various significant factors including the onset of the "Great Recession" in 2008, the subsequent elimination of redevelopment funds and the above noted series of natural disaster events. Potential impacts to numerous cultural resource sites were also discovered through a lengthy environmental review process of a current sidewalk project in Clearlake Oaks, affecting the feasibility of many other conceptual plans in the 2005 document. By providing a current "progress report" on the 2005 Plan, as well as incorporating any newly expressed needs through fresh community outreach efforts, the project intends to build on the previous Plan and provide a list of priorities that are feasible to implement under current environmental and economic conditions. Further, after decades of focus, completion of the region's primary project, the widening of SR 29, is in sight. This would then free up local STIP shares in the foreseeable future and enable implementation of other regional priorities, such as those along the Northshore. Without this proposed project, the Northshore will be unprepared when funding opportunities arise. As a result, it will continue to lack safe, multi-modal transportation options through its town centers, which are needed to provide an overall "sense of place" for these severely disadvantaged communities.

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3. Grant Specific Objective (Do not exceed the space provided.) (30 points): Explain how the proposed project addresses the grant specific objective of the Sustainable Communities grant program: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS (where applicable), contributes to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines, addresses the needs of disadvantaged communities, and also assists in achieving the Caltrans Mission and Grant Program Overarching Objectives (Grant Application Guide, Page 4).

The proposed project would meet the various objectives of the Sustainable Communities Grant Program as follows:

- Integrate Grant Program Overarching Objectives and Grant Program Considerations.

The proposed project is consistent with the Caltrans Mission as well as overarching objectives and considerations of the grant program. It will develop a list of priority projects that will lead to safety improvements, expanded multi-modal options and enhanced "livability" within well-traveled town centers, which use Highway 20 in a "Main Street" capacity. Excessive traffic speeds, a lack of well-defined crossing opportunities and substandard pedestrian, bicycle and transit facilities characterize many segments of Highway 20 in these downtown areas. Traffic calming and non-motorized infrastructure improvements will also promote sustainability, mobility and social equity in the economically disadvantaged area, creating a "sense of place" for residents and visitors of the lakeshore communities, further resulting in health, economic and environmental benefits (e.g. walkability, bicycling opportunities, increased tourist retail, etc.).

Many of the future projects made possible by the study will also further the goals and policies of the California Transportation Plan (CTP 2040). For example, Goal 1 (Policies 2 and 3) calls for "Improve[d] Multimodal Mobility and Accessibility for All People" through investment strategies and provisions for active transportation choices. Consistent with this goal, the project would provide viable options for bicycle and pedestrian facility improvements within the Northshore communities. Other facets of the CTP 2040, such as Goal 4 (Policy 1), addressing "Public Safety and Security," would be met by proposing traffic calming features and safer sidewalk, biking and crossing alternatives, and Goal 5 (Foster Livable and Healthy Communities and Promote Social Equity) through the study's public outreach strategy.

Aside from meeting these specific goals and policies, future benefits derived from the project would also satisfy many considerations found within the 2017 Regional Transportation Plan (RTP) Guidelines under both Appendices K and L, including those related to the Smart Mobility Framework (e.g. evaluating safe and multi-modal travel options, also those for traffic calming, ADA accessibility and Context Sensitive Solutions), Complete Streets (e.g. leading to improved pedestrian, bicycle and transit facilities) and Climate-Ready Transportation (e.g. pedestrian/bicycle infrastructure improvements resulting in reduced vehicle miles traveled (VMT)/greenhouse gases (GHG)). As explained in some detail under the Project Justification heading, the project is proposed to address transportation needs and safety deficiencies in a "Disadvantaged Community" (based on regional median household income (MHI)).

Additional grant program considerations include strategies listed within Appendix C of the California Air Resources Board's proposed 2017 Climate Change Scoping Plan Update, which are intended to advance sustainability and equity as well as to reduce VMT and GHG. New or improved bicycle and pedestrian facilities along the Highway 20 communities' "Main Street" regions will expand the local active transportation infrastructure, while increasing its safety, attractiveness, reliability and convenience, consistent with the State's conservation, development and health goals (Section II(C)).

With respect to housing, Lake APC plays an important role in coordinating transportation, regional housing and land use with the 2010 adoption of its Lake County Regional Blueprint Plan as well as the periodic adoption of the Regional Housing Needs Plan. The project is consistent with Blueprint principles through its efforts to reduce traffic speeds and expand pedestrian, bicycling and transit facilities within older, established town centers. Combined with the existing attraction of Clear Lake, vibrant town centers would be more inviting to tourists, leading to economic improvements and local employment opportunities for residents of the Northshore communities.

- Advance transportation related GHG emission reduction project types/strategies (i.e. mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.).

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Grant Specific Objective (Continued - Do not exceed the space provided.)

Planning for new or improved bicycle and pedestrian facilities and access to transit within the Northshore communities will provide more options for multi-modal travel. Non-motorized access to retail/recreational/employment opportunities will be safer for local residents and visitors. As a result, the proposed project will lead to a reduction in VMT and GHG by lessening dependence on automobiles within the downtown areas.

- Identify and address deficiencies in the multi-modal transportation system, including the needs of environmental justice and disadvantaged communities, including Native American Tribal Governments and rural communities.

The project would address deficiencies in the multi-modal transportation system by analyzing current conditions and exploring ways in which to add or improve existing bicycle, pedestrian and transit facilities within the well-traveled Northshore communities. Based on MHI, Lake County is considered a "severely disadvantaged community" (see statistics above under Project Justification). Lower-income households, which are more likely to utilize non-automobile modes of transportation due to financial necessity or lower rates of automobile ownership, would benefit with improved bicycle, pedestrian or transit access to retail, recreational and employment opportunities along the Northshore.

- Encourage stakeholder collaboration/Involve active community engagement.

A Technical Advisory Group (TAG) will be formed consisting of staff from Lake APC, the County of Lake, Caltrans and local Tribal governments to provide input and oversight of the consultant preparing the study. Outreach for the project will involve three community workshops with an emphasis on local Tribal members, low-income households and Hispanic residents among other interested community members within the Northshore region. Meetings would be used; 1) to solicit input on a prepared "Existing Conditions Report," and 2) to identify other aesthetic, active transportation and traffic issues of local concern. Advertising for the meetings will include a variety of methods consistent with the 2008 Lake APC Public Participation Plan, including Tribal outreach and postings on transit vehicles and social media. Materials made available at the workshops would be in both English and Spanish as a means of expanding the pool of potential participants.

- Coordinate transportation, housing, and land use planning.

Land uses along the Northshore Highway 20 corridor consist of a variety of civic, commercial, recreational and residential use types. The highway is used for both local access and interregional through traffic. Bicycle, pedestrian and transit facility improvements will help to balance transportation options for local visitors and residents, while also accommodating through traffic for interregional travelers and freight movement. Transportation/land use coordination efforts will be available through workshop outreach to local residents as well as local and State officials (e.g. State Highway Patrol, County Public Works, Community Development, school districts, etc.).

- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1), and climate adaptation goals (Safeguarding California)

The Lake APC is not required to prepare a RTP/SCS, but did adopt a Regional Blueprint Plan in 2010. Blueprint principles call for new development to "creat[e] walkable and bike-able neighborhoods," "improve safety and accessibility on existing roads," and also to "improve...safety of roads for drivers, cyclists...[and] pedestrians." State planning priorities further "promote equity, strengthen the economy...and promote public health and safety...in rural communities." The project incorporates components of each of the above principles and priorities by focusing on safety and multi-modal improvements of existing facilities in a severely disadvantaged community.

- Result in funded and programmed multi-modal transportation system improvements.

The "engineered feasibility" component of the study would provide material typically needed for Project Study Reports, saving time and effort in that area. With the analyses provided by the proposed study, future projects within the Northshore communities involving traffic calming measures, "active transportation," or transit facilities will be better prepared and ready to program when funding becomes available.

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4. Project Management (30 points)

- A. Scope of Work in required Microsoft Word format (15 points)
- B. Project Timeline in required Microsoft Excel format (15 points)

See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 48-54), also online at: <http://www.dot.ca.gov/hq/tpp/grants.html>

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Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

Executive Director

Title

Lisa Davey-Bates

Print Name

2/22/18

Date

Signature of Authorized Official (Sub-Applicant)

Title

Print Name

Date

Signature of Authorized Official (Sub-Applicant)

Title

Print Name

Date

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.: _____

SAMPLE

PROTEST PROCEDURES FOR PROCUREMENTS*

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.