

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
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Administration: Suite 204 ~ 707-234-3314  
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January 29, 2018

## Request for Proposals for Lake Transit Authority Bus Passenger Facility Plan

Dear Consultant:

The Lake Area Planning Council (APC) is seeking proposals from qualified consultant firms or individuals to develop a Lake Transit Authority Bus Passenger Facility Plan. The APC, in coordination with Lake Transit, applied for and received a Sustainable Transportation Planning Grant from Caltrans to develop the proposed Plan. Relevant information regarding the project is included in the following attachments:

- Request for Proposal (RFP)
- Caltrans Sustainable Transportation Planning Grant Application Packet (application, scope of work, and budget/timeline) (*Attachment A*)
- Sample Agreement for Professional Services (*Attachment B*)
- Protest Procedures for Procurement

The attached RFP includes project information, local agency responsibility, consultant selection procedure, proposal requirements, and payment and contract information. Funding available for the consultant portion of this project is \$114,000. The Transportation Planning Grant Program is funded by the Federal Transit Administration (Section 5304).

If you are interested in this project and believe your firm's qualifications match the services required, please respond with your proposal **no later than 4:00 p.m. March 2, 2018.**

Sincerely,

A handwritten signature in blue ink that reads "John Speka".

John Speka  
Transportation Planner

Attachments

# **Lake Transit Authority Bus Passenger Facility Plan**

## **Request for Proposals**

Prepared by:



Lake County/City Area Planning Council  
367 North State St., Suite 204  
Ukiah, CA 95482

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*Attachment A – Grant Application*

*Attachment B – Sample Contract*

*Attachment C – Exhibit 10-I Notice to Proposers DBE Information*

*Attachment D – Exhibit 10-O1 Consultant Proposal DBE Commitment*

*Attachment E – Exhibit 10-O2 Consultant Contract DBE Commitment*

*Attachment F – Protest Procedures*

## **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 64,306 as of January 1, 2016. This includes a population of 44,073 within the unincorporated area of the County, 4,765 within the City of Lakeport, and 15,468 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.

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 both 2015 and 2016. Over 1,500 homes were destroyed, 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.

The Lake Transit Authority (LTA) is the sole public transit agency providing service in Lake County. The management structure of Lake Transit is a unique arrangement with the Transit Manager hired as an independent contractor. The Transit Manager contract is a continuously renewable agreement that has been awarded on a year-to-year basis since it was competitively procured in 1996. Paratransit Services, Inc. is the current operations contractor that operates the Dial-a-Ride and fixed routes services for Lake Transit.

Lake Transit Authority (LTA) is also the designated Consolidated Transportation Services Agency (CTSA) for Lake County. As noted, the SSTAC assists the Area Planning Council in the identification of transit needs that may be reasonable to meet by establishing or contracting for new public transportation services or specialized transportation services, or by expanding existing services. Lake Transit is an active member of the SSTAC.

## **II. Project Description**

### **A. Project**

The project will explore opportunities for both improving the existing infrastructure and expanding the information services and infrastructure to better serve the needs of new users and members of the public with greater need for transit accessibility. A multi-jurisdictional strategy will be developed coordinating State, regional, county and city government resources to more seamlessly implement and maintain bus passenger facilities in the region.

### **B. Purpose**

The objective is to develop a current assessment of bus passenger facilities capital needs and to establish roles and responsibilities for implementing capital projects in a multi-jurisdictional context. Lake Transit Authority, with the assistance of Lake APC, will need to coordinate with Caltrans and the three public works departments that have right-of-way for roadways with transit routes. Guidelines are also needed to document project development procedures in a multi-jurisdiction team. Priorities will be established through public outreach, targeted to disadvantaged communities, which will help to manage the implementation among a backlog of demands. A bus passenger facility capital improvement plan, including a financial element, will be developed. The final plan will be presented to cooperating agencies for their consideration and adoption. Formal Memoranda of Understanding (MOUs) will be executed among agencies responsible for implementing improvements and maintaining facilities.

## **III. Scope of Work**

**1. Data Collection, Design Standards and CIP** – The consultant will be responsible for gathering, documenting and disseminating the technical information for the coordinated plan.

**Task 1.1 – Literature Review** – A review of existing local studies will be conducted by the consultant. Documents to be reviewed include the 2006 *Transit Passenger Facilities Development Plan for Lake County, California*, the 2015 *Human Services Coordinated Plan*, the 2015 *Transit Development Plan & Marketing Plan*, the 2015 *Transit Energy Use Reduction Plan*, and other sources to be detailed separately.

**Task 1.2 – Bus Passenger Facilities Inventory** – Document what bus passenger facilities exist for each fixed-route bus stop on Lake Transit Authority bus routes. Establish minimum and desired facility types and identify warranted improvements to bring bus passenger facilities up to standard.

**Task 1.3 – Boarding and Alighting Data Collection** – Usage information that is collected by LTA will be provided to the consultant to determine high use transit routes and stops. Data will be graphically represented to assist with improvement prioritization.

**Task 1.4 – Bus Passenger Facility Features and Aesthetics** – Bus passenger facilities may include amenities beyond signs, bus pads and curb ramps. The consultant will determine the conditions under which benches, bus shelters, bicycle parking or other amenities are warranted.

**Task 1.5 – Design Guidelines, ADA and Permitting Requirements** – Compile requirements for designing and permitting transit facilities in rights-of-way for all jurisdictions with permit authority, including the State, the County and the two cities.

**Task 1.6 – Transit Passenger Facilities Capital Improvement Plan** – The consultant will identify what improvements are warranted, develop detailed cost estimates for the identified improvements and provide an estimated timeframe for implementation.

**Task 1.7 – Capital Improvement Plan Financial Element** – The financial element will be developed for LTA as a practical guide for financing improvements. This section must be tied to the Capital Improvement Plan so that costs are identified in relation to financing availability and implemented using realistic assumptions of staff workloads.

<b>Task</b>	<b>Deliverable</b>
<i>1.1</i>	<i>Technical Memorandum</i>
<i>1.2</i>	<i>Technical Memorandum</i>
<i>1.3</i>	<i>Technical Memorandum</i>
<i>1.4</i>	<i>Technical Memorandum</i>
<i>1.5</i>	<i>Technical Memorandum</i>
<i>1.6</i>	<i>Capital Improvement Plan</i>
<i>1.7</i>	<i>Capital Improvement Plan Financial Element</i>

**2. Coordination with Project Partners** – Coordination meetings among the agencies with jurisdiction over transit or the bus passenger facilities will establish respective roles and responsibilities for implementing the Capital Improvement Plan and for long-term maintenance.

**Task 2.1 – Meeting Preparations** – Consultant staff time used to organize and prepare for project team and partner agency working group meetings.

**Task 2.2 – Monthly Team Meetings** – Regular meetings with LTA and APC staff will be conducted to ensure that the project remains on schedule and address day-to-day tasks and issues.

**Task 2.3 – Facilitation of Coordination Meetings** – The consultant will facilitate the coordination meetings with the partner agencies and be responsible for taking meeting minutes.

**Task 2.4 – Management Objectives Workshop** – A workshop among project partners will be facilitated by the consultant to establish bus passenger facility management objectives for each jurisdiction. Items to be discussed include: lifecycle costs and responsibilities, such as funding, designing, permitting, maintenance and other project development and delivery roles. Timing requirements and other obligations for action will be established. Agreements will be documented and serve as the basis for interagency MOAs.

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Invite Lists and Agendas</i>
2.2	<i>Meeting Notes</i>
2.3	<i>Meeting Minutes, Technical Memorandum</i>
2.4	<i>Meeting Minutes, Memorandum/a</i>

**3. Public Outreach** – The public shall be presented with the consultant recommendations concerning bus passenger facility features, aesthetics, and priorities. Input will be requested to help identify accessibility issues and other existing impediments to transit usage. A copy of the draft of the final plan will be released for public review prior to a public hearing for adoption before the Lake APC Board.

**Task 3.1 – Outreach Planning and Noticing** – The consultant will be responsible for organizing and noticing requirements for public outreach meetings.

**Task 3.2 – Public Outreach Events** – The consultant will be primarily responsible for facilitating the public events. Support and assistance will be provided by Lake APC and LTA. Project partners will be encouraged to attend.

**Task 3.3 – Candidate Projects Prioritization** – Transit riders and the general public will be solicited for their input on bus passenger facility implementation priorities.

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Meeting Notices</i>
3.2	<i>Meeting Materials, Record of Public Comments</i>
3.3	<i>Prioritized Project List</i>

#### 4. Draft and Final Reports

**Task 4.1 – Prepare Administrative Draft Report** – The consultant shall compile memoranda, technical memoranda, reports, meeting notes and agreements, partner agency and public input into a report for review by Lake APC and LTA for an initial review, prior to releasing a draft document to the public.

**Task 4.2 – Prepare Public Draft Report** – Lake APC and LTA input will be incorporated into the draft report before making the draft available to the public.

**Task 4.3 – Prepare Final Report** – Public input will be incorporated into the final draft of the report. A copy of the final draft report will be released for public review at least 15 days prior to a public hearing before the Lake APC Board.

**Task 4.4 – Present Final Report** – The consultant will produce a limited number of copies of the final report, which shall include any revisions resulting from comments received on the final draft report, for Board review and adoption. The consultant will provide copies of any presentation materials prepared for presentation to the Lake Area Planning Council Board.

**Task 4.5 – Distribute Final Report** – The adopted version of the final plan will be produced in sufficient quantity and/or in electronic format to provide a minimum of one print copy to all implementing and responsible agencies, including Lake APC and LTA. Five copies will be provided to Caltrans. Electronic copies will be made available to the public on agency websites.

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Administrative Draft Report</i>
4.2	<i>Public Draft Report</i>
4.3	<i>Final Report</i>
4.4	<i>Final Report Presentation Materials, Meeting Agenda &amp; Minutes</i>
4.5	<i>Distribution List</i>

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

"The preparation of this report was funded through the Lake Area Planning Council's 2017/18 Regional Transportation Planning Work Program, Work Element 618."

#### IV. Proposal Requirements

Each proposal shall contain as 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	20%
3. Experience relevant to tasks and duties	20%
4. Qualifications, Education and training	15%
5. General Experience	15%

**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 **March 14, 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 March 2, 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>January 31, 2018</u>
Written Question Submittal Deadline	<u>February 20, 2018</u>
Proposal Submittal Deadline	<u>March 2, 2018</u>
Presentation/Interview (if needed)	<u>March 9 or 12, 2018</u>
Tentative Contract Award	<u>March 14, 2018</u>
Tentative Contract Effective Date	<u>March 21, 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**

Total consultant funding for this project is **\$114,000**. The source of funding is a mixture of Local Transportation Funds and Caltrans Sustainable Transportation Grant

programmed by the Lake Area Planning Council in the 2017/18 Regional Transportation Planning Work Program. The Sustainable Communities Grant Program is funded by the Federal Transit Administration (Section 5304). Use of federal funds requires that federal rules and procedures associated with contracting be observed. Rules and procedures dictated by Caltrans regarding per diem rates, reimbursement levels for lodging, meals, and travel also 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 **February 20, 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](mailto: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 February 22, 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 11375, 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 Lake Area Planning Council.

**M. DBE Requirements**

The Agreement with the consultant selected is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on the Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The consultant shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section. The Lake Area Planning Council also advises that participation of DBEs is not a condition of reward. The attached Exhibit 10-O1 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled, "Local Agency Proposer UDBE Commitment (Consultant Contracts)" (*Attachment D*) must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

The attached Exhibit 10-O2 from Chapter 10 of the Caltrans Assistance Procedures Manual entitled, "Local Agency Proposer DBE Information (Consultant Contracts)" (*Attachment E*) must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

**N. 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 F*).

**Fiscal Year 2017-18  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**Check One Grant Program:**

- Strategic Partnerships  
 Sustainable Communities

<b>PROJECT TITLE</b>			
<b>PROJECT LOCATION (city and county)</b>			
	<b>APPLICANT</b>	<b>SUB-APPLICANT</b>	<b>SUB-APPLICANT</b>
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	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			
Contact Person and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	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			
Phone Number			
<b>FUNDING INFORMATION</b> Use the Match Calculator to complete this section. <a href="#">Match Calculator</a>			
<b>Grant Funds Requested</b>	<b>Local Match - Cash</b>	<b>Local Match - In-Kind</b>	<b>Total Project Cost</b>
\$	\$	\$	\$
<b>Specific Source of Local Cash Match (i.e. local transportation funds, local sales tax, special bond measures, etc.)</b>			

**Fiscal Year 2017-18  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

<b>LEGISLATIVE INFORMATION</b>			
<b>Information in this section must directly be tied to the applicant's address.</b>			
<b>All legislative members in the project area do not need to be listed.</b>			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

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

**Grant applications must clearly demonstrate how the proposed transportation planning project promotes State and Federal Transportation Planning Goals. Select all that apply.**

**STATE TRANSPORTATION PLANNING GOALS**

- Improve Multimodal Mobility and Accessibility for All People: Expand the system and enhance modal choices and connectivity to meet the state's future transportation demands.

*Please explain how:*

- Preserve the Multimodal Transportation System: Maintain, manage, and efficiently utilize California's existing transportation system.

*Please explain how:*

- 
- Support a Vibrant Economy: Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.

*Please explain how:*

- Improve Public Safety and Security: Ensure the safety and security of people, goods, services, and information in all modes of transportation.

*Please explain how:*

- Foster Livable and Healthy Communities and Promote Social Equity: Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.

*Please explain how:*

- Practice Environmental Stewardship: Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

*Please explain how:*

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**Fiscal Year 2017-18**  
**SUSTAINABLE TRANSPORTATION PLANNING**  
**GRANT APPLICATION**

**FEDERAL TRANSPORTATION PLANNING GOALS**

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

*Please explain how:*

- Increase the safety of the transportation system for motorized and non-motorized users.

*Please explain how:*

- Increase the security of the transportation system for motorized and non-motorized users.

*Please explain how:*

- Increase accessibility and mobility of people and freight.

*Please explain how:*

- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

*Please explain how:*

- 
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

*Please explain how:*

- Promote efficient system management and operation.

*Please explain how:*

- Emphasize the preservation of the existing transportation system.

*Please explain how:*

**Fiscal Year 2017-18  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**1. Project Description (100 words maximum) (25 points):** Briefly summarize project.

A good project description is one that can summarize the project in a clear and concise manner, including any connections to state or regional planning efforts.

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**Fiscal Year 2017-18**  
**SUSTAINABLE TRANSPORTATION PLANNING**  
**GRANT APPLICATION**

**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.

**Fiscal Year 2017-18  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**3. Project Management (50 points)**

- A. Scope of Work in required Microsoft Word format (25 points)
- B. Project Timeline in required Microsoft Excel format (25 points)

**See Scope of Work and Project Timeline samples and checklists for requirements.**

**Fiscal Year 2017-18  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**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)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Official (Sub-Applicant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## **SCOPE OF WORK CHECKLIST**

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the Fiscal Year 2017-18 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough Introduction to describe the project and project area demographics.
- Have a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- Include project implementation/next steps.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

**NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.**

## **SCOPE OF WORK:**

### **Lake Transit Authority Bus Passenger Facilities Coordinated Plan**

**INTRODUCTION:** During the recently completed (2015) Transit Development Plan for the Lake Transit Authority, public input and stakeholder interviews universally pointed to the need to develop and maintain bus passenger facilities, in reaction to the large number of bus stops that are completely lacking bus passenger facilities, including bus stop signs. In 2006, Lake APC funded a Bus Passenger Facilities Development Plan, which identified improvements needed to develop the transit system beyond rolling stock and schedules. What was missing from the 2006 study was how LTA was to implement and maintain facilities without engineering, environmental or maintenance staff. When LTA was formed in 1996, the thought of building and maintaining bus pads, benches, shelters, signs, information kiosks, curbs and curb ramps for regional service in city, County and State right of way was an afterthought to establishing basic service. After ten years with less than a quarter of the 2006 study implemented, another look at implementing bus passenger facilities is needed.

Transit dependency in Lake County is above average due to the area's demographics. An on-board passenger survey from November 2013 indicates that 70% of respondents reported a household income of less than \$15,000 per year. Only 15% of riders reported having a household income above \$25,000 per year. Household income is a significant factor that influences mode choice. Ninety-five percent of riders either had no car (25%), were not permitted to drive (15%), or both (55%). Nearly half (46%) of survey respondents indicated that they use transit either five or six days per week. Two percent of all survey respondents boarded in a wheelchair. According to the 2012 American Community Survey, Lake County has over 12,200 disabled adults (nearly 20% of the County population), many of whom are likely to have some level of transit dependency.

Previous experience with conducting public outreach in Lake County suggests that turn out for public outreach meetings can be very light. Planning meetings tend to generate lower attendance than outreach events for construction projects. Outreach to the communities in Lake County will need to go to members of the public, not the other way around. Despite a high number of disadvantaged communities in the County, many households possess smart phones. Mobile apps and social media may be effective in reaching out to younger demographic groups. Seniors and veterans groups may be contacted through their respective service organizations.

**RESPONSIBLE PARTIES:** Lake Area Planning Council (Lake APC), Lake Transit Authority (LTA) and the Consultant

**OVERALL PROJECT OBJECTIVES:** The objective is to develop a current assessment of bus passenger facilities capital needs and to establish roles and responsibilities for implementing capital projects in a multi-jurisdictional context. Lake Transit Authority, with the assistance of Lake APC, will need to coordinate with Caltrans and the three public works departments that have right of way for roadways with transit routes. Guidelines are also needed to document project development procedures in a multi-jurisdiction team. Priorities will be established through public outreach, targeted to disadvantaged communities, which will help to manage the implementation

among a backlog of demands. A bus passenger facility capital improvement plan, including a financial element, will be developed. The final plan will be presented to cooperating agencies for their consideration and adoption. Formal Memoranda of Understanding (MOUs) will be executed among agencies responsible for implementing improvements and maintaining facilities.

**1. Project Initiation and Administration** - Task 1 and sub-tasks 1.1 through 1.5 are to be completed by the Lake Area Planning Council.

**Task 1.1 – Conduct Kick-off Meeting** – Lake APC staff will convene a meeting with Lake Transit Authority and Caltrans staff to coordinate the work plan for implementing the project.

**Task 1.2 – Consultant Selection** – Lake APC staff will assemble a panel to participate in the evaluation and selection of the most competitive proposal.

**Task 1.3 – Contract Execution** – Lake APC staff will execute a contract with the selected consultant. This task will include an initial meeting with the most qualified bidder and may include negotiations and/or refinement of the proposed consultant scope of work.

**Task 1.4 – Quarterly Reporting** – Lake APC staff will be responsible for submitting quarterly reports to Caltrans that reflect progress made on the project during the most recent quarter.

**Task 1.5 – Invoicing** – Lake APC staff will be responsible for submitting quarterly invoices to Caltrans for reimbursable project work.

- **Responsible Party: Lake APC**

<b>Task</b>	<b>Deliverable</b>
<i>1.1</i>	<i>Meeting Agenda, Meeting Notes</i>
<i>1.2</i>	<i>RFP &amp; Distribution List, Proposal Evaluations, Interview &amp; Meeting Notes</i>
<i>1.3</i>	<i>Executed Contract</i>
<i>1.4</i>	<i>Quarterly Reports</i>
<i>1.5</i>	<i>Quarterly Invoices</i>

**2. Data Collection, Design Standards and CIP** – The consultant will be responsible for gathering, documenting and disseminating the technical information for the coordinated plan.

**Task 2.1 – Literature Review** – A review of existing local studies will be conducted by the consultant. Documents to be reviewed include the 2006 *Transit Passenger Facilities Development Plan for Lake County, California*, the 2015 *Human Services Coordinated Plan*, the 2015 *Transit Development Plan & Marketing Plan*, the 2015 *Transit Energy Use Reduction Plan*, and other sources to be detailed separately.

**Task 2.2 – Bus Passenger Facilities Inventory** – Document what bus passenger facilities exist for each fixed-route bus stop on Lake Transit Authority bus routes. Establish minimum and desired facility types and identify warranted improvements to bring bus passenger facilities up to standard.

**Task 2.3 – Boarding and Alighting Data Collection** – Usage information that is collected by LTA will be provided to the consultant to determine high use transit routes and stops. Data will be graphically represented to assist with improvement prioritization.

**Task 2.4 – Bus Passenger Facility Features and Aesthetics** – Bus passenger facilities may include amenities beyond signs, bus pads and curb ramps. The consultant will determine the conditions under which benches, bus shelters, bicycle parking or other amenities are warranted.

**Task 2.5 – Design Guidelines, ADA and Permitting Requirements** – Compile requirements for designing and permitting transit facilities in rights of way for all jurisdictions with permit authority, including the State, the County and the two cities.

**Task 2.6 – Transit Passenger Facilities Capital Improvement Plan** – The consultant will identify what improvements are warranted, develop detailed cost estimates for the identified improvements and provide an estimated timeframe for implementation.

**Task 2.7 – Capital Improvement Plan Financial Element** – The financial element will be developed for LTA as a practical guide for financing improvements. This section must be tied to the capital improvement plan so that costs are identified in relation to financing availability and implemented using realistic assumptions of staff workloads.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Technical Memorandum</i>
2.2	<i>Technical Memorandum</i>
2.3	<i>Technical Memorandum</i>
2.4	<i>Technical Memorandum</i>
2.5	<i>Technical Memorandum</i>
2.6	<i>Capital Improvement Plan</i>
2.7	<i>Capital Improvement Plan Financial Element</i>

**3. Coordination with Project Partners** – Coordination meetings among the agencies with jurisdiction over transit or the bus passenger facilities will establish respective roles and responsibilities for implementing the Capital Improvement Plan and for long-term maintenance.

**Task 3.1 – Meeting Preparations** – Consultant staff time used to organize and prepare for project team and partner agency working group meetings.

**Task 3.2 – Monthly Team Meetings** – Regular meetings with LTA and APC staff will be conducted to ensure that the project remains on schedule and address day-to-day tasks and issues.

**Task 3.3 – Facilitation of Coordination Meetings** – The consultant will facilitate the coordination meetings with the partner agencies and be responsible for taking meeting minutes.

**Task 3.4 –Management Objectives Workshop** – A workshop among project partners will be facilitated by the consultant to establish bus passenger facility management objectives for each jurisdiction. Items to be discussed include: lifecycle costs and responsibilities, such as funding, designing, permitting, maintenance and other project development and delivery roles. Timing requirements and other obligations for action will be established. Agreements will be documented and serve as the basis for interagency MOAs.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
<i>3.1</i>	<i>Invite Lists and Agendas</i>
<i>3.2</i>	<i>Meeting Notes</i>
<i>3.3</i>	<i>Meeting Minutes, Technical Memorandum</i>
<i>3.4</i>	<i>Meeting Minutes, Memorandum/a</i>

**4. Public Outreach** – The public shall be presented with the consultant recommendations concerning bus passenger facility features, aesthetics, and priorities. Input will be requested to help identify accessibility issues and other existing impediments to transit usage. A copy of the draft of the final plan will be released for public review prior to a public hearing for adoption before the Lake APC Board.

**Task 4.1 – Outreach Planning and Noticing** – The consultant will be responsible for organizing and noticing requirements for public outreach meetings.

**Task 4.2 – Public Outreach Events** – The consultant will be primarily responsible for facilitating the public events. Support and assistance will be provided by Lake APC and LTA. Project partners will be encouraged to attend.

**Task 4.3 – Candidate Projects Prioritization** – Transit riders and the general public will be solicited for their input on bus passenger facility implementation priorities.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
<i>4.1</i>	<i>Meeting Notices</i>
<i>4.2</i>	<i>Meeting Materials, Record of Public Comments</i>
<i>4.3</i>	<i>Prioritized Project List</i>

## **5. Draft and Final Reports**

**Task 5.1 – Prepare Administrative Draft Report** – The consultant shall compile memoranda, technical memoranda, reports, meeting notes and agreements, partner agency and public input into a report for review by Lake APC and LTA for an initial review, prior to releasing a draft document to the public.

**Task 5.2 – Prepare Public Draft Report** – Lake APC and LTA input will be incorporated into the draft report before making the draft available to the public.

**Task 5.3 – Prepare Final Report** – Public input will be incorporated into the final draft of the report. A copy of the final draft report will be released for public review at least 15 days prior to a public hearing before the Lake APC Board.

**Task 5.4 – Present Final Report** – The consultant will produce a limited number of copies of the final report, which shall include any revisions resulting from comments received on the final draft report, for Board review and adoption. The consultant will provide copies of any presentation materials prepared for presentation to the Lake Area Planning Council Board.

**Task 5.5 – Distribute Final Report** – The adopted version of the final plan will be produced in sufficient quantity and/or in electronic format to provide a minimum of one print copy to all implementing and responsible agencies, including Lake APC and LTA. Five copies will be provided to Caltrans. Electronic copies will be made available to the public on agency websites.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Administrative Draft Report</i>
5.2	<i>Public Draft Report</i>
5.3	<i>Final Report</i>
5.4	<i>Final Report Presentation Materials, Meeting Agenda &amp; Minutes</i>
5.5	<i>Distribution List</i>

**6. Implementation** - Task 6 and sub-tasks 6.1 and 6.2 are to be completed by the Lake Area Planning Council and Lake Transit Authority.

**Task 6.1 – Presentation to City Councils, Board of Supervisors** – The final coordinated plan will be presented for adoption to the Lake Transit Authority Board, the County Board of Supervisors and the city councils for Lakeport and Clearlake.

**Task 6.2 – MOA Execution** – MOAs will be prepared and signed between the Lake Transit Authority and the County, Clearlake, Lakeport and Caltrans.

- **Responsible Party: APC / LTA**

<b>Task</b>	<b>Deliverable</b>
6.1	<i>Meeting Agendas &amp; Minutes</i>
6.2	<i>Executed MOAs</i>

**California Department of Transportation  
Sustainable Transportation Planning Grants  
Fiscal Year 2017-18**

**PROJECT TIMELINE**

Project Title		Lake Transit Authority Bus Passenger Facilities Plan					Grantee	Lake Area Planning Council																				
Task Number		Fund Source					Fiscal Year 2017/18					FY 2018/19				FY 2019/20				Deliverable								
		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A	M	J	J		A	S	O	N	D	J	F	M
<b>1 Project Initiation &amp; Administration</b>																												
1.1	Conduct Kick-off Meeting	Lake APC	\$500	\$443	\$57																							Meeting Agenda, Meeting Notes
1.2	Consultant Selection	Lake APC	\$2,500	\$2,213	\$287																							RFP & Distribution List, Proposal Evaluations, Interview & Meeting Notes
1.3	Contract Execution	Lake APC	\$1,500	\$1,328	\$172																							Executed Contract
1.4	Quarterly Reporting	Lake APC	\$1,000	\$885	\$115																							Quarterly Reports
1.5	Invoicing	Lake APC	\$1,000	\$885	\$115																							Quarterly Invoices
<b>2 Data Collection, Design Standards and CIP</b>																												
2.1	Literature Review	Consultant	\$3,500	\$3,099	\$401																							Technical Memorandum
2.2	Bus Passenger Facilities Inventory	Consultant	\$10,000	\$8,853	\$1,147																							Technical Memorandum
2.3	Boarding and Alighting Data Collection	Consultant	\$3,000	\$2,656	\$344																							Technical Memorandum
2.4	Bus Passenger Facility Features and Aesthetics	Consultant	\$4,500	\$3,984	\$516																							Technical Memorandum
2.5	Design Guidelines, ADA and Permitting Requirements	Consultant	\$5,000	\$4,427	\$573																							Technical Memorandum
2.6	Transit Passenger Studies Capital Improvement Plan	Consultant	\$12,000	\$10,624	\$1,376																							Capital Improvement Plan
2.7	Capital Improvement Plan Financial Element	Consultant	\$9,000	\$7,968	\$1,032																							Capital Improvement Plan Financial Element
<b>3 Coordination with Project Partners</b>																												
3.1	Meeting Preparations	Consultant	\$7,500	\$6,640	\$860																							Invite Lists and Agendas
3.2	Monthly Team Meetings	Consultant	\$5,000	\$4,427	\$573																							Meeting Notes
3.3	Facilitation of Coordination Meetings	Consultant	\$7,500	\$6,640	\$860																							Meeting Minutes, Technical Memorandum
3.4	Management Objectives Workshop	Consultant	\$3,500	\$3,099	\$401																							Meeting Minutes, Memorandum/a
<b>4 Public Outreach</b>																												
4.1	Outreach Planning & Noticing	Consultant	\$3,000	\$2,656	\$344																							Meeting Notices
4.2	Public Outreach Events	Consultant	\$16,000	\$14,165	\$1,835																							Meeting Materials, Record of Public Comments
4.3	Candidate Projects Prioritization	Consultant	\$5,500	\$4,869	\$631																							Prioritized Project List
4.4	Public Review and Comment of Final Draft Report	Consultant	\$500	\$443	\$57																							Distribution List
<b>5 Draft and Final Reports</b>																												
5.1	Prepare Administrative Draft Report	Consultant	\$7,000	\$6,197	\$803																							Administrative Draft Report
5.2	Prepare Public Draft Report	Consultant	\$3,500	\$3,099	\$401																							Public Draft Report
5.3	Prepare Final Report	Consultant	\$3,500	\$3,099	\$401																							Final Report
5.4	Present Final Report	Consultant	\$1,500	\$1,328	\$172																							Presentation Materials, Meeting Agenda & Minutes
5.5	Distribute Final Report	Consultant	\$3,000	\$2,656	\$344																							Distribution List
<b>6 Implementation</b>																												
6.1	Presentations to City Councils, BOS	APC/LTA	\$4,500	\$3,984	\$516																							Meeting Agendas & Minutes
6.2	MOA Execution	APC/LTA	\$5,000	\$4,427	\$573																							Executed MOAs
<b>TOTALS</b>			<b>\$130,000</b>	<b>\$115,089</b>	<b>\$14,911</b>	<b>\$0</b>																						

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_%

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

# 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.

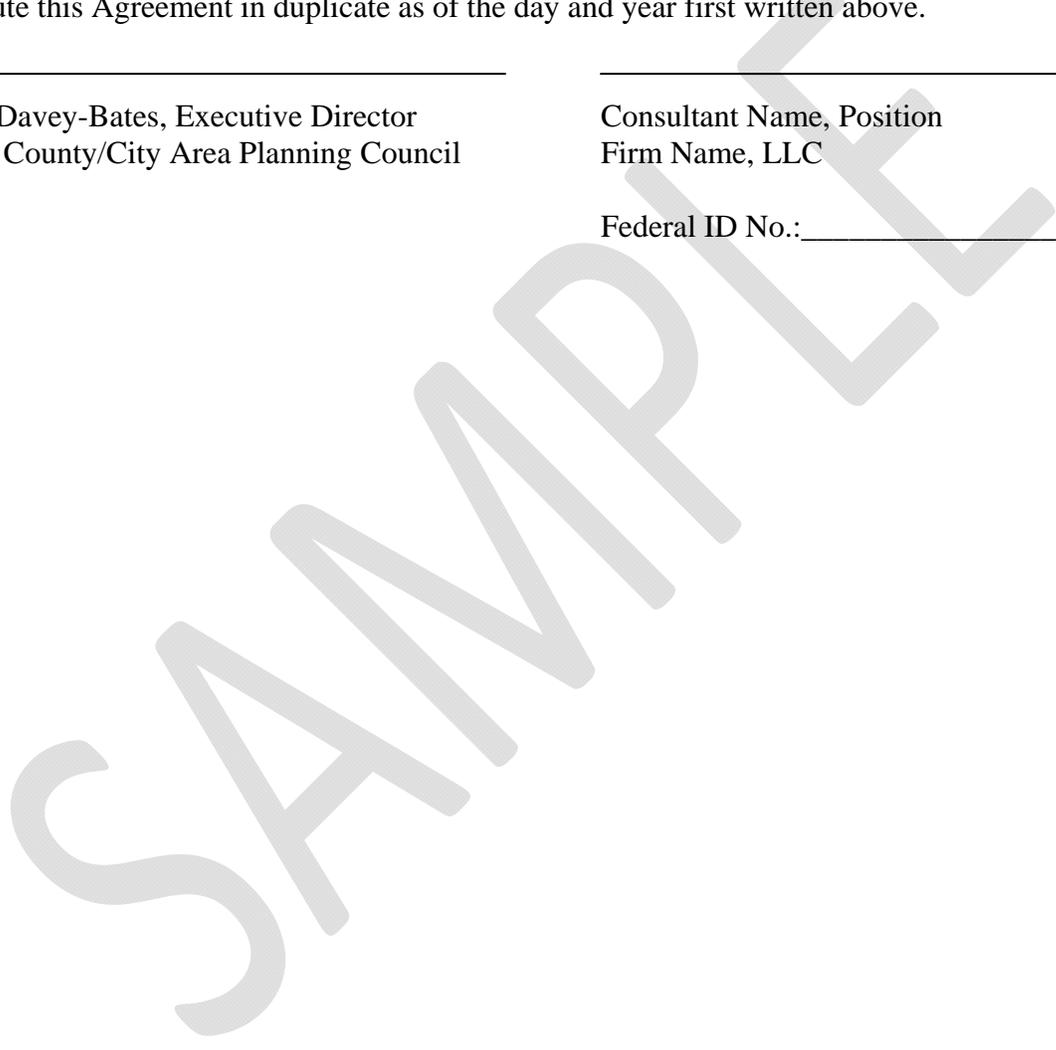
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Lisa Davey-Bates, Executive Director  
Lake County/City Area Planning Council

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Consultant Name, Position  
Firm Name, LLC

Federal ID No.: \_\_\_\_\_



**Attachment C****EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 10.00%.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**Attachment D**

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
_____ 20. Local Agency Representative's Signature	_____ 21. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 22. Local Agency Representative's Name	_____ 23. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 24. Local Agency Representative's Title	_____ 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**Attachment E**

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
23. Local Agency Representative's Signature _____		24. Date _____	15. Preparer's Signature _____
25. Local Agency Representative's Name _____		26. Phone _____	16. Date _____
27. Local Agency Representative's Title _____			17. Preparer's Name _____
			18. Phone _____
			19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

## **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.