

**Construction Management Services
for the
Lake County Interregional Transit Center**

Request for Proposal

Prepared by:



Lake Transit Authority
525 South Main Street, Suite G
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I. BACKGROUND

A. Area Profile

Lake Transit Authority (LTA) serves Lake County, which lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. LTA also provides interregional bus routes to Ukiah in Mendocino County to the west, and to Calistoga and St. Helena in Napa County to the south.

The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area, and offers a variety of recreational opportunities.

The largest income producing industries are agriculture, including extensive vineyards and wineries, tourism, and geothermal development. Lake County is a popular weekend destination for Bay Area visitors to enjoy wine tasting, water sports, and concerts.

The California Department of Finance estimated Lake County's population at 66,800 as of January 1, 2023. This includes a population of 45,469 within the unincorporated area of the County, 4,967 within the City of Lakeport, and 16,364 within the City of Clearlake. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only part of the year. There are seven tribes in Lake County of which five have land and four have established casinos.

B. Organization and Management

Lake Transit Authority (LTA), a joint powers public agency, was established in February 1996 to administer public transit services for the Lake County area. Its members include the City of Clearlake, City of Lakeport, County of Lake, and a member-at-large. The LTA finances transit services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration funds.

Since its inception, LTA has contracted with the private sector to provide for all of its administrative, planning, management and operational needs. Davey-Bates Consulting provides administrative and general management services to LTA. Paratransit Services, Inc. provides operations and maintenance services.

C. Purpose

Lake Transit Authority is soliciting proposals for professional Construction Management services for the Lake County Interregional Transit Center and for fueling and maintenance infrastructure for future hydrogen buses.

II. PROJECT DESCRIPTION

The new LTA Transit Center project is made up of the following components:

1. Construction of the Lake County Interregional Transit Center
 - a. The Lake County Interregional Transit Center will be located on the southwest corner of the intersection of Dam Road Ext. and South Center Drive in the City of Clearlake. Attachment A has the legal description for the parcel and a conceptual footprint of the new transit center. The structure on-site will be one-story and will have solar panels on the south-facing pitched rooftops. There will be three electric bus charging bays. Auto parking will be provided in a separate parking lot south of the bus charging infrastructure with two-way auto access onto Dam Road Ext. A total of 19 spots will be included to be used for employees or park-and-ride; of which four will be available for EV charging and one designated for a disabled placard. Landscaping will be developed in the remaining southerly portion of the site with trees, grass, and bench areas throughout.
2. Procurement of four (4) hydrogen buses
 - a. LTA received funding to purchase four (4) new hydrogen buses for the Lake Transit Authority, which will expand existing bus service to serve rural populations.
3. Installation of hydrogen fueling infrastructure
 - a. The fueling infrastructure will be located on the same premises as the existing Operations and Maintenance facility located at 9240 Hwy 53 in Lower Lake, CA.
4. Retrofits to the existing maintenance facility infrastructure
 - a. The existing facility includes two (2) indoor and one (1) outdoor maintenance bays. Retrofits will be required to the existing structure to allow for the proper air flow and ventilation needed to safely work on the hydrogen buses. In addition to the retrofitting the building, solar panels will be installed on the south-facing pitched rooftops of the facility.

III. SCOPE OF WORK

Lake Transit Authority (Authority or Owner) is seeking professional construction management services to oversee the project described in Section II. The project will be constructed using the Design-Build methodology and construction is anticipated to start in 2025.

Project management is the discipline of planning, organizing, securing, and managing resources to achieve specific goals as defined by the project specifications. The primary responsibility of the Construction Project Manager is to achieve all of the project goals and objectives while honoring constraints. The primary constraints are scope, time, and budget.

Under the direction of the Executive Director, the Construction Project Manager will work with the Authority's staff, as well as representatives in the various design and construction disciplines, and those agencies having jurisdiction over the project. The Construction Project Manager will act as the Authority's owner-representative in meetings, conferences, and presentations and report to the Executive Director as required.

The capability of the firms submitting proposals shall include construction management services that cover the full spectrum of a project.

Anticipated Services

The proposed Agreement anticipated by this RFP comprehensively covers services that can be defined as construction management. The services may include, but are not limited to, some or all of the following services:

Design services

- Cost estimates (hard and soft costs)
- Value engineering
- Review of building systems
- Formal constructability review
- Consideration of life cycle costs

Bidding / Design-Build RFQ/P assistance

- Stimulate bid / proposal interest
- Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability
- Clarify scope of each trade
- Assistance with possible pre-purchase of long lead materials
- Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings

Construction and inspection services

- Work with Owner and Contractors / Design-Build-Entity to clearly define roles and responsibilities during construction and develop a construction management plan
- Coordinate the work of the Contractor / Design-Build-Entity without interfering in the progress of the project and make them a part of the project team
- Chair and conduct meetings with Owner and Contractor / Design-Build-Entity and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with Contractor / Design-Build-Entity
- Establish notification procedures for any shutdowns of utilities for the progress of the work
- Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary
- Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other
- Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed
- Provide administrative assistance to manage the filing systems, meeting minutes and the office
- Develop and maintain correspondence logs
- Review and make recommendations on change order requests from the contractors. In particular, determine if the requests are legitimate
- Review any Owner or design team document changes and prepare cost estimates for each
- Maintain a change order log reflecting the status of each change order and the total cost of changes
- Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate
- Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams
- Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to Owner
- Monitor the construction schedule provided by the Contractor/ Design-Build-Entity
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations

- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. The Authority seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. The Authority may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings
- Schedule the Authority and special inspections
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required
- Monitor the Contractors' / Design-Build-Entity safety program
- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the Contractor / Design-Build-Entity
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation
- Assist the Authority with obtaining occupancy permit
- Assist with commissioning the building and owner training

Lake Transit Authority may request from the consulting firm any and all of the above tasks. The firm must be staffed to render these services expeditiously upon request.

Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:

1. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services.

The firm's personnel assigned to projects shall have experience in construction management with design-build specific to the types of facilities listed in Section II within the last five years in the State of California. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:

- a) Title of project
- b) Type of facility
- c) Name of the entity
- d) Location
- e) Brief description of the project
- f) Value
- g) Competition or project completion date
- h) Client's names and means of contact

2. Firms shall have extensive knowledge of available project delivery systems allowed under the California Public Contract Code and make such recommendations as to their applicability as appropriate.
3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability and conservation processes.
4. Firms shall be capable of meeting the schedule set by the Authority.

IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

A. Identification of Prospective Contractor

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

B. Management

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior written approval of the Lake Transit Authority.

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 (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior written approval of the Lake Transit Authority.

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. Consultant mark-up on sub-consultant costs is not allowed.

NOTE: Subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

F. Methodology

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

Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

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 deliverables.

H. Budget

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. The budget shall itemize all items that will be charged to the project, using fully-weighted hourly billing rates for all personnel. **In addition, the methodology for calculating the fully-weighted rates for all personnel must be shown (e.g., labor, overhead rate, fringe, profit, etc.).** An example of how this methodology may be shown is available in Caltrans Local Assistance Procedures Manual, Exhibit 10-H1 at:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10h.pdf>

Consultant mark-up on direct costs or subcontractor costs is not allowed.

Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website:

(<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). Receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs.

If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor, including the methodology for calculating fully-weighted rates.

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, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

V. CONTRACTOR AWARD

A. Proposal Review

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

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

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements and will determine whether interviews will be needed. LTA reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by qualifications of individuals or firm, successful experience and performance with similar projects, proposal contents and methodology, and cost proposal. Scoring will be as follows:

• Qualifications of Individual or Firm	(20 points maximum)
• Experience/Performance	(30 points maximum)
• Proposal Contents & Methodology	(30 points maximum)
• Cost Proposal, Including Budget/Resource Allocation	(20 points maximum)
<hr/>	
Total Points Possible (100 points maximum)	

In the event LTA elects to conduct interviews, a separate score will be used to rank oral responses, as follows:

• Project Understanding	(50 points maximum)
• Project Approach	(50 points maximum)
<hr/>	
Total Points Possible (100 points maximum)	

C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Lake Transit Authority, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal.

This contract will be awarded using a cost reimbursement payment method. The contract will include all State and/or Federal requirements that "flow down" from the funding sources. (See attached **Attachment B** – *Lake Transit Authority Sample Contract*)

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

VI. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received by no later than **5:00 p.m. on April 19, 2024**. Three (3) print copies of the proposal, plus one electronic copy shall be furnished. Proposals may be either mailed or hand delivered to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482

B. Late Submittals

A proposal is late if received at any time after **5:00 p.m. on April 19, 2024**. Postmarks will **not** suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

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

D. Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

Activity	Date
RFP Mail-out	March 19, 2024
Written Question Submittal Deadline	March 29, 2024
Response to Questions Posted to LTA's website http://www.laketransit.org/	April 5, 2024
Proposal Submittal Deadline	April 19, 2024 - 5:00 p.m.
Review/Ranking of Proposals	April 24-26, 2024
Interviews (if needed)	May 1-3, 2024
Contractor Selection & Contract Award	May 8, 2024
Project Starting Date - Notice to Proceed	May 13, 2024

E. Property Rights

Proposals received within the prescribed deadline become the property of the Lake Transit Authority and all rights to the contents therein become those of LTA.

F. Amendments to Request for Proposals

The Lake Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on LTA's website <https://www.laketransit.org/>.

G. Funding

Funding for this project is provided with State (Transit and Intercity Rail Capital Program [TIRCP] and SB 125) funds.

H. Non-commitment of the Lake Transit Authority

This Request for Proposals does not commit Lake Transit Authority to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. LTA 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 LTA 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 will only be accepted in writing (Correspondence or E-mail is acceptable). Questions should include the individual's name, name of the firm, address, telephone number, and e-mail address. Questions must be submitted no later than **March 29, 2024** to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on LTA's website <http://www.laketransit.org/> by **April 5, 2024**.

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 LTA or in any way compromise the services to be performed under this Agreement. The consultant shall

immediately notify LTA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

L. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title 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 Transit Authority.

M. Protest Procedures and Dispute Resolution Process

Lake Transit Authority’s “Protest Procedures and Dispute Resolution Process” shall be utilized to resolve any protests or disputes to this procurement process. *(See attached Attachment C - Protest Procedures & Dispute Resolution Process)*

N. Web Content Accessibility Guidelines

In alignment with Caltrans’ requirements that documents posted to public websites meet Web Content Accessibility Guidelines, all final deliverables for this project must be consistent with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA criteria (<https://www.w3.org/TR/WCAG21/>).

To ensure that documents will be accessible to the largest audience possible, Arial and Verdana fonts may be used; with a minimum font size of 12 point. Additional information may be found at <https://dot.ca.gov/accessibility>.

EXHIBIT 'A'
LEGAL DESCRIPTION

Lying within the City of Clearlake, County of Lake, State of California and being a portion of the parcel of land described in the deed to the County of Lake, recorded November 9, 1956 in Book 270 at Page 134, Official Records of Lake County, more particularly described as follows:

COMMENCING at the northeast corner of Parcel 1 as shown on the Parcel Map recorded September 15, 1987 in Book 29 of Parcel Maps at Pages 35 & 36, Lake County Records, thence along the northerly line of said Parcel 1 North 89°52'18" West (shown as South 89°50'01" East on said Parcel Map) 50.02 feet to the POINT OF BEGINNING; thence continuing along said northerly line of Parcel 1 and along the northerly line of Parcel A as shown on the Parcel Map recorded May 29, 1973 in Book 6 of Parcel Maps at Page 26, Lake County Records and along its westerly prolongation, North 89°52'18" West 511.45 feet to the easterly line of Parcel One described in the deed to the State of California, recorded March 31, 1995 as Document Number 95-004591 in the Office of the Lake County Recorder; thence along said easterly line, North 23°03'14" West (shown as South 22°38'14" East in said deed) 120.39 feet to the southerly line of the parcel of land described in the deed to Clear Lake Masonic Building Association, recorded February 24, 1964 in Book 421 at Page 129, Official Records of Lake County; thence along said southerly line, South 89°50'01" East 380.92 feet to the southeasterly corner of said parcel; thence North 19°59'19" West 299.79 feet (shown as South 19°33'00" East 300.00 feet in said deed) to the northeasterly corner of said parcel; thence South 89°50'01" East 265.81 feet; thence along a curve to the right, having a radius of 25.00 feet, through a central angle of 91°29'15" for a length of 39.92 feet to a point that is 50.00 feet westerly from and measured at a right angle to the westerly line of the parcel of land described in the deed to the Konocti Unified School District, recorded September 26, 1966 in Book 504 at Page 472, Official Records of Lake County; thence along a line that is 50.00 feet distant westerly and parallel with said westerly line, South 1°39'14" West 366.20 feet to the POINT OF BEGINNING.

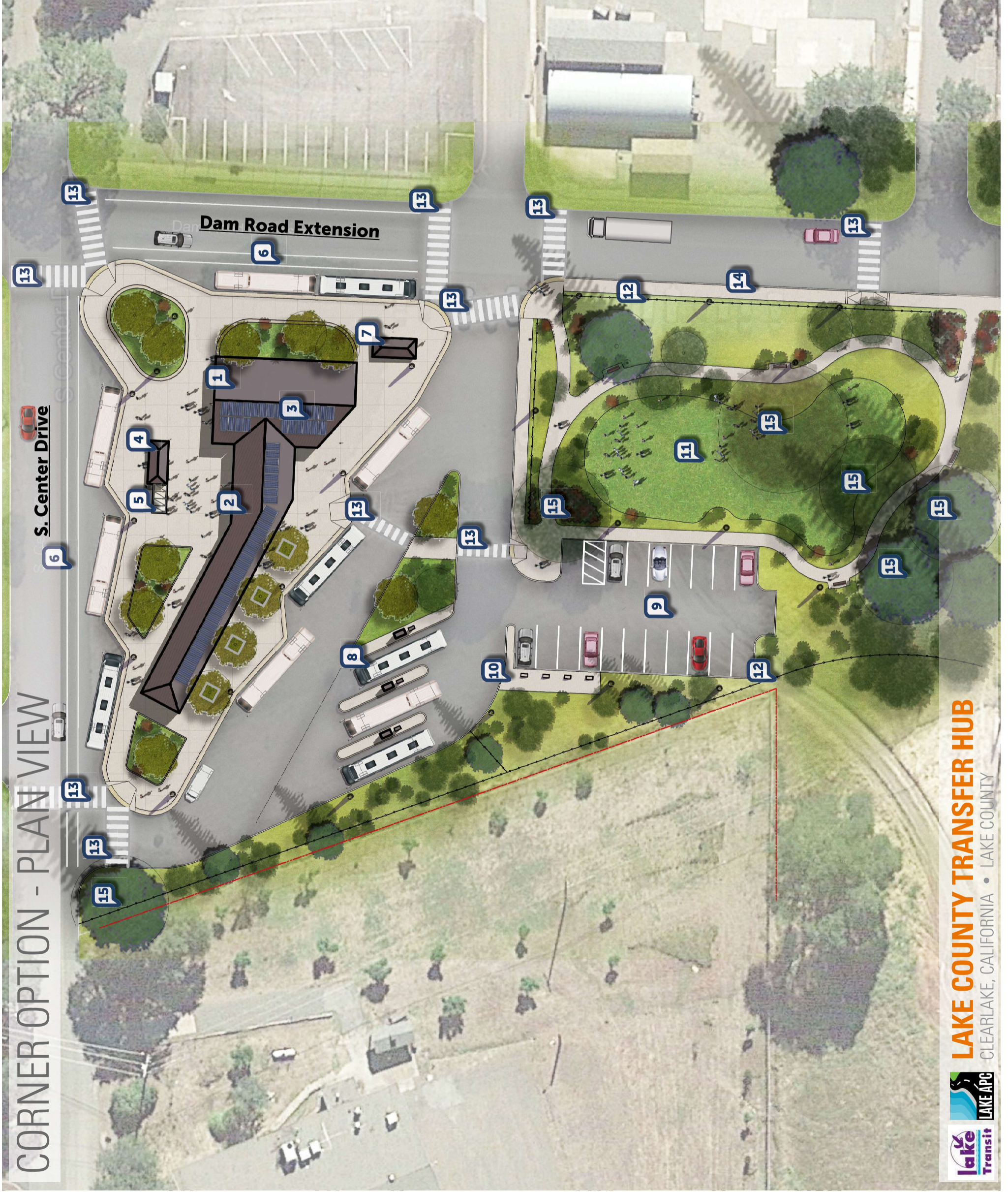
Containing 2.88 acres, more or less.

BASIS OF BEARINGS

Being North 89°52'18" West between a found 5/8" rebar and a found 1-1/2" iron pipe marking the east 1/4 corner of Section 34 as shown on the Record of Survey filed in Book 91 of Surveys at Page 45, Lake County Records.

Portion of APN 010-043-52

CORNER OPTION - PLAN VIEW



LEGEND

1. Transit Building
2. Seating under Breezeway
3. Solar Panels on South and West Facing Sides of the Transit Building
4. North Bus Shelter
5. Bike Lockers
6. Bike Lanes
7. East Bus Shelter
8. Electric Bus Charging Stations (3 Stations)
9. Parking Area (19 Spaces)
10. Electric Vehicle Charging Station
11. Greenspace Area with Park Benches and Low Maintenance, Drought Tolerant Plant Materials
12. Fence
13. Crosswalk
14. Concrete Sidewalk
15. Existing Tree

NOTES:

- Landscaping to be low maintenance, drought tolerant, and allow easy visibility for security (see standards for Crime Prevention Through Environmental Design).
- Benches to be designed to not encourage overnight uses.
- Solar lighting to be used throughout the site.



**LAKE TRANSIT AUTHORITY
NEW TRANSIT CENTER LOCATION AND EXISTING FACILITIES**



Lake Transit Authority

AGREEMENT FOR PROFESSIONAL SERVICES

Project Name

This Agreement is entered into on xxxxxx, 202x, by and between the Lake Transit Authority, hereinafter referred to as the "LTA", and (Consultant Name), hereinafter referred to as "Consultant."

RECITALS:

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

The LTA is lead agency for the Project Name, 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 LTA shall be responsible to State for the successful completion of this Project.

All services performed by LTA, 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 LTA 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 Exhibit A may be refined or amended by agreement of the LTA 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.

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 Exhibit.

The LTA 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 LTA 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 LTA will not pay Consultant for any such increases to actual costs incurred.

The LTA 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 Exhibit A. The LTA will make payments within 30 days of receipt of Consultant's invoices.

The LTA 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 LTA.

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 LTA substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the LTA 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 LTA. The LTA 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 LTA.

5. SERVICES OF THE LAKE TRANSIT AUTHORITY

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

The LTA 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, 202x through xxxxxx, 202x. Execution of this Agreement by the LTA 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 LTA as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the LTA by xxxxxx, 202x. Extensions of the above term may be made only upon written authorization by the LTA.

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

LTA, 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 LTA upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data ("Work Product") as required by this Agreement shall be and shall remain the property of the LTA and State. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the LTA an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the LTA.

Consultant shall secure all licenses necessary for the LTA to utilize Consultant's services and the Work Product for their intended purposes.

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 LTA 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 LTA 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 LTA 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 LTA, 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 LTA 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 LTA shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the LTA 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 LTA due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the LTA for any damages, general or consequential, which the LTA 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 LTA 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 LTA harmless only to the extent Consultant caused the injury, damage, or loss. The LTA agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The LTA 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 LTA 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 LTA or its contractors or their respective employees, officers and agents

The LTA 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 LTA for the LTA'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 LTA 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 LTA, 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 LTA. 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 LTA 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 LTA 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 LTA 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 LTA 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 LTA 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, LTA, 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.) LTA, 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. LTA, 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.) LTA, 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.) LTA, 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. LTA, 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. LTA, 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. LTA, 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 LTA upon request, at no cost to State.

LTA, 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 LTA 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 LTA 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 LTA 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 LTA 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
Transit Authority
525 S. Main St., Suite G
Ukiah, CA 95482

19. VENUE

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

20. EXTENT OF AGREEMENT:

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

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

Lisa Davey-Bates, Executive Director
Lake Transit Authority

Consultant Name, Position
Firm Name, LLC

Federal ID No.: _____

LAKE TRANSIT AUTHORITY

Protest Procedures and Dispute Resolution Process

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Contracting Officer. The Contracting Officer will inform Caltrans Division of Rail and Mass Transportation (DRMT) immediately of a protest received by Lake Transit Authority that involves a procurement supported by FTA funds administered by DRMT. DRMT must be named as an intermediate level of protest review between Lake Transit Authority and the FTA. The procedures for submitting protests are as follows:

Protests Prior to Proposal Opening:

Protests regarding any aspect of the attached materials and Lake Transit Authority selection procedures must be submitted by 5:00 p.m. on April 12, 2024 in writing (via mail or e-mail only) to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

The Program Manager will respond to these protests by April 17, 2024 with an addendum to this RFP, by express mail, and/or email. This action completes the pre-opening administrative protest remedy at the Lake Transit Authority level.

Protests After Proposal Opening or Announcement of Award:

Protests regarding Lake Transit Authority's proposed selection of CONTRACTOR after proposal opening or award announcement must be submitted by 5:00 p.m. on April 26, 2024 in writing (via mail or email only) to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

Attachment C

The Program Manager will respond to these protests by 5:00 pm, PST, on May 3, 2024 by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the Lake Transit Authority level.

Appeals to Caltrans

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the Lake Transit Authority level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is 5:00 pm PST on April 12, 2024. The deadline for submitting protests to Caltrans after opening/announcement of award is 5:00 pm PST on April 26, 2024.

Caltrans review of any protest will be limited to:

1. Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
2. Violation of Lake Transit Authority protest procedures or Lake Transit Authority's failure to review a complaint or protest.

The protest filed with Caltrans shall include the name and address of the protester.

1. Identify Lake Transit Authority as the party responsible for the RFP process.
2. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
3. Include a copy of the protest filed with Lake Transit Authority, and a copy of Lake Transit Authority's decision, if any.
4. Indicate the ruling or relief desired from Caltrans. Such protests should be sent to:

California Department of Transportation
Division of Rail & Mass Transportation
PO BOX 942874 – M.S. 39
Sacramento, CA 94274-0001

A copy of such protests should also be sent to the Program Manager.