



**REQUEST FOR PROPOSALS:
(RFP No. 2023-715136)**

**Professional Planning and Technical Support Services for the
Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods Project**

Humboldt County, California

Date Issued: March 21, 2023

Proposals Due: April 18, 2023 (Received by 4 p.m.)

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Eureka, California 95501
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REQUEST FOR PROPOSALS – RFP NO. 2023-715136
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES
FOR THE HUMBOLDT BAY TRAIL PLANNING STUDY: EUREKA TO
COLLEGE OF THE REDWOODS PROJECT

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- Attachment C – Reference Data Sheet
- Attachment D – Sample Professional Services Agreement

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Environmental Services Division.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the professional consulting services set forth in this Request for Proposals.
- D. **Project.** As used herein, the term “Project” refers to the County’s Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods Project.
- E. **Project Team.** As used herein, the term “Project Team” refers to the members of a Proposer’s staff, and all subcontractors, that will be responsible for providing the professional planning and technical support services set forth in this Request for Proposals.
- F. **Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- G. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- H. **Services.** As used herein, the term “Services” refers to specified professional planning and technical support services that are necessary to assist the County with the Project.
- I. **Study Area.** As used herein, the term “Study Area” refers to the area in the vicinity of Highway 101 and the railroad corridor between the southern end of the Eureka Waterfront Trail and College of the Redwoods. The Study Area includes the unincorporated communities of King Salmon, Humboldt Hill, and Fields Landing.
- J. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that the County chooses to enter into a final Professional Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been completed.

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1.2 **Abbreviations:**

- A. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations, as may be amended from time to time.
- B. **GRTA.** As used herein, the abbreviation “GRTA” refers to the Great Redwood Trail Agency.
- C. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- D. **RCAA.** As used herein, the abbreviation “RCAA” refers to Redwood Community Action Agency.
- E. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of professional planning and technical support services that are necessary to assist the County with the Project.

2.0 **INTRODUCTION:**

2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Public Works – Environmental Services Division, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to provide specified planning and technical support services (“Services”) needed assist with the County with the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods Project (“Project”). The Successful Proposer must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFP, which include, without limitation, non-motorized transportation planning, technical studies, development of design schematics, community engagement support, and report preparation. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

2.2 **Project Background:**

In December 2021, the County entered into a Restricted Grant Agreement (Agreement No. 74A1304) with the California Department of Transportation to implement the Project (Attachment A). The primary purpose of the Project is to improve safety and connectivity for non-motorized and motorized travelers between the City of Eureka and the communities in unincorporated areas immediately south of the city. Improvements are needed because Highway 101 between Eureka and College of the Redwoods is an incomplete transportation facility that was designed primarily to support motorized vehicles and does not provide safe mobility for all users. Under existing conditions, people seeking to walk or bike between Eureka and College of the Redwoods must travel in the shoulder along a four-lane expressway and cross at uncontrolled locations. People without access to a vehicle have no choice for transportation other than walking or biking along the expressway, and the Study Area has an elevated rate of bike and pedestrian collisions. For most cyclists and pedestrians, the lack of an off-road trail network is a deterrent and severely limits the number of non-motorized trips along the highway corridor due to safety concerns. The study will develop a plan to increase mobility options between the communities south of Eureka and reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the Highway 101 corridor.

The Humboldt Bay Trail is a network of multi-use trails (also known as shared-use paths) providing non-motorized access for transportation and recreational use throughout the Humboldt Bay region. The Humboldt Bay Trail will link communities with multi-modal transportation facilities and connect

people to the bay by enabling people of all ages and abilities to access and experience the bay's resources up-close. In addition to serving the region's transportation needs and enhancing coastal access, the Humboldt Bay Trail will achieve a critical link in the California Coastal Trail and advance the Great Redwood Trail. The overall Humboldt Bay Trail is being developed as a collaborative effort between the County of Humboldt, Humboldt County Association of Governments, City of Arcata, City of Eureka, California Department of Transportation (Caltrans), California State Coastal Conservancy, Great Redwood Trail Agency (GRTA), Humboldt Trails Council, Redwood Community Action Agency (RCAA), and other partners.

In 2019, the fundamental purpose of the railroad corridor on the North Coast was transformed through Senate Bill SB 1029 to focus on development of the Great Redwood Trail. In 2022, GRTA became the successor agency to the North Coast Railroad Authority. Also in 2022, the federal Surface Transportation Board approved railbanking of the railroad line from Willits to Samoa, which secured the right-of-way and allows interim use of the railroad corridor as a trail.

Previous high-level trail planning efforts that are relevant to the Project include the Humboldt Bay Trails Feasibility Study (2001), the Humboldt County Coastal Trail Implementation Strategy (2011), and the Eureka to Scotia Trail Corridor Assessment (2016). The Study Area is situated within the coastal zone and wetlands are present in low-lying areas. Careful consideration of coastal resources and identification of the least environmentally damaging feasible alternative will be a key to success.

The overall project objectives include, without limitation, all of the following:

- Identification of a preferred option for a feasible walking and biking route separated from Highway 101 between south Eureka and College of the Redwoods.
- Identification of micro-mobility options within southern Eureka, outlying communities, and College of the Redwoods such as bike share and electric bike share as well as transit connections to create a feasible route for multimodal commuting.
- Identification of bike parking needs and opportunities within southern Eureka, outlying communities, and the College of the Redwoods campus particularly near transit and key destinations.
- Robust engagement of diverse south Humboldt Bay residents, College of the Redwoods students, K-12 students in the Study Area, adjacent landowners, and community organizations through community workshops, small group walking tours, individual meetings, pop-up events, and community surveys.
- Consideration of environmental justice in the planning process so that all residents have an opportunity for meaningful involvement with respect to the environment and community health outcomes.
- Involvement of College of the Redwoods students and staff on identifying facility improvements to enhance walking and biking and physical activity, particularly students living in residential halls on campus.
- Involvement of school-aged youth in providing input and feedback on walking and biking needs (e.g., South Bay School District and Academy of the Redwoods).
- Reduction in vehicle miles traveled, fuel consumption, and emissions of greenhouse gases and other combustion byproducts by enabling safe and comfortable non-motorized transportation modes.
- Utilization of best practices in context-sensitive trail and "complete streets" design for small

town streetscapes.

- Application of low-impact development design features where possible.
- Enhanced safety for all modes of travel between Eureka and College of the Redwoods.
- Planned improvements that are compatible with land use and management objectives on adjacent property.
- Identification of priority project components for further project development and implementation.
- Identification of potential implementation funding sources.
- Increased commuting by walking and bicycling between Eureka, College of the Redwoods, and south Humboldt Bay communities.

2.3 Process Overview:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. The final Professional Services Agreement resulting from this RFP process will expire on or before December 31, 2024, unless the term thereof is extended through a written amendment to the Professional Services Agreement.

2.4 Services Provided by Others:

The County expects to execute an agreement with RCAA to lead the community outreach portion of the Project. The County and RCAA will collaborate on convening an Advisory Committee. The County expects to retain an engineering firm with specialized knowledge, skills, and experience to evaluate the vulnerability of the Study Area and proposed improvements to flood hazards from sea level rise and tsunamis. The results of this evaluation will be documented in a Sea Level Rise and Tsunami Vulnerability technical memorandum.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

A. Planning Support Services. The types of planning support services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

1. Compiling and reviewing existing transportation, land use, and mapping data and information for the Study Area.
2. Developing maps and exhibits for existing conditions, with extensive use of Geographic

Information System (GIS) software and datasets.

3. Assessing bike parking needs and opportunities.
4. Conducting field reconnaissance and identifying environmental constraints.
5. Reviewing existing and proposed coastal development permits within the Study Area to identify any requirements for public access.
6. Reviewing and compiling relevant policies, community priorities, and outcomes from previous planning documents.
7. Reviewing housing development project submittals within the Study Area.
8. Evaluating the potential for coordinating micro-mobility options such as bike share and electric bike share.

B. Technical Support Services. The types of technical support services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

1. Analyzing opportunities and constraints for non-motorized route connectivity within the Study Area, including, but not limited to, analyzing the feasibility of developing approximately three miles of Class I bikepath (multi-use trail) along the rail corridor between Tooby Road and the Tomkins Hill interchange.
2. Considering potential sea level rise impacts and adaptation measures in route selection and conceptual design and identifying opportunities to reduce risk.
3. Engaging Caltrans District 1 in analyzing potential non-motorized improvements to the Tomkins Hill/Highway 101 interchange.
4. Analyzing community and stakeholder transportation needs and priorities expressed during community outreach and stakeholder meetings.
5. Examining opportunities for enhancing bike parking in the Study Area particularly near transit stops and schools.
6. Developing preliminary alignments and design concepts based on site assessment and feedback from community outreach, with an emphasis on high-quality maps and exhibits.
7. Providing technical assistance during community outreach activities and Advisory Committee meetings.

3.2 Project Development:

The County anticipates that the Successful Proposer will maintain timely and regular communication with the County throughout the term of the final Professional Services Agreement resulting from this RFP process in order to plan and organize information, including, without limitation, scheduling field work and participating in regular planning and coordination meetings.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

- A. **Required Qualifications.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must possess, at a minimum, all of the following qualifications:
1. At least ten (10) years of experience in providing services equivalent to those set forth in this RFP, preferably to public agencies.
 2. Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the provision of the Services set forth in this RFP.
 3. Knowledge of the standard methods, techniques and practices applicable to the provision of the Services set forth in this RFP.
 4. Good verbal and written communication skills.
- B. **Required Personnel.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction. The types of personnel that Proposers must have available shall include, without limitation, professional foresters registered with the State of California and other resource management staff that are responsible for providing, coordinating and scheduling services equivalent to those set forth in this RFP.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

EVENT	DATE
RFP Issued by the County:	March 21, 2023
Deadline for Submission of Questions:	March 31, 2023
Deadline for Responses to Questions:	April 4, 2023
Deadline for Proposals to be Received:	April 18, 2023 4:00 p.m. PST
Completion of the Evaluation and Selection Process:	April 28, 2023
Finalization of Professional Services Agreement:	May 5, 2023
Recommendation of Award to Board of Supervisors:	May 23, 2023
Start Date of Professional Services Agreement:	May 23, 2023
Expiration Date of Professional Services Agreement:	December 31, 2024

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission. Proposers shall prepare and submit one (1) electronic copy of the Proposal, in PDF format, by **4:00 p.m. PST, on April 18, 2023.** Proposals must be transmitted via email with the subject line indicated as “RFP No. 2023-715136.” The transmitting email may either contain the Proposal as an attachment or a file transfer link to the Proposal. Proposals that are not signed by an individual authorized to bind the Proposer shall be considered non-responsive and rejected by the County. Proposals submitted in response to this RFP shall be sent to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy Director
Email: hseemann@co.humboldt.ca.us

Proposals submitted to any other County office or received after the time and date for submittal will be rejected. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. However, nothing in this RFP precludes the County from extending the submittal deadline, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. Proposals will become the County’s property after the submittal deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP before the designated deadline for submission of Proposals has passed. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with any and all provisions and requirements set forth in this RFP. In addition, a Proposer’s lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County’s property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked “Proprietary Information” at the top of the page in at least one-half (1/2) inch letters. Specifically identified proprietary information will not be

released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by the County.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of the Proposal, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

The County accepts no responsibility for, and shall not pay, any costs resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal.

6.8 Right to Reject Proposals:

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

- A. Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments, including, without limitation, a signed Signature Affidavit.
 2. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual or Brochure*" will not be considered an acceptable response.
 3. Proposals must contain information sufficient to enable the County to properly evaluate the Proposer's ability to provide the Services set forth in this RFP.
 4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
 5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the Proposal.
- B. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall include all of the sections set forth below. Failure to follow the format set forth herein may result in the rejection of the Proposal.

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 References
- 7.0 Evidence of Insurability and Business Licenses
- 8.0 Exceptions, Objections and Requested Changes
- 9.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer's qualifications and experience regarding the provision of the Services set forth in this RFP. The introductory letter must provide the Proposer's contact information, list any subcontractors that will be retained to perform the Services set forth in this RFP and identify any and all offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment B – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a table of contents that identifies submitted material by sections 1.0 through 9.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the Services set forth in this RFP.

- A. **Company Overview.** The business profile must include an overview of the business structure and operation of the Proposer's firm. The company overview should include, at a minimum, all of the following items:
 1. The Proposer's business name, physical location, mission statement, legal business status, and current staffing levels.
 2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's business, including, without limitation, the date when the business was founded and how innovation and high-quality performance is fostered thereby.

- b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
- c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
- d. The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
- 3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
- 4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
- 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
- 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
- 7. A detailed description of any controlling or financial interest the Proposer has in any other firms or organizations, or whether Proposer's business is owned or controlled by any other firm or organization. If the Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

B. Overview of Qualifications and Experience. The business profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of qualifications and experience should include, at a minimum, all of the following items:

- 1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
- 2. The number of staff members employed by the Proposer, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
- 3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFP.
- 4. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
- 5. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and

résumés of all key personnel that will be responsible for providing the Services set forth in this RFP.

7.6 **Quality Assurance Capabilities:**

- A. Description of Services.** Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all of the following items:
1. A description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.
 2. A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Project Team and the reason for the exclusion of such Services.
 3. A description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.
 2. A detailed description of the management strategies that will be utilized by the Proposer in order to achieve the goals and objectives of the Project in an efficient and effective manner.
 3. A detailed description of the Proposer's ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques.
 4. A detailed description of the Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
 5. A detailed description of the expected communication channels between the Proposer and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 **References:**

- A. Reference Data Sheet.** Proposals shall include a Reference Data Sheet, which is attached to this RFP as Attachment C – Data Reference Sheet and incorporated herein by reference and as if set forth in full, containing performance information from of a minimum of three (3) former clients, preferably government entities, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP. Each reference must include, at a minimum, all of the following items:

1. The name, physical address, e-mail address and telephone number for the current contact person of each referenced client.
2. The dates of project commencement and completion for each referenced client.
3. A detailed description of the services performed for, and the amount paid for the provision of such services by, each referenced client.
4. A detailed description of how the services provided by the Proposer led to the accomplishment of each referenced client's project objectives.
5. A detailed description of the outcome of each referenced client's project.
6. A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.8 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Attachment D – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase additional insurance until a final Professional Services Agreement has been awarded. In addition, Proposers shall certify the possession of all licenses and/or certifications required for the provision of the Services set forth in this RFP.

7.9 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP and/or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

7.10 Required Attachments:

Proposals that do not contain each of the following required attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3 of this RFP)
- **Attachment 2 – Résumés for Key Personnel** (See Section 7.5(B)(5) of this RFP)
- **Attachment 3 – Reference Data Sheet** (See Section 7.7 of this RFP)

8.0 MODIFICATION AND CORRECTION OF PROPOSALS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements and specifications set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy Director
Email: hseemann@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP process must be received by **5:00 p.m. PST on March 31, 2023**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **5:00 p.m. PST on April 4, 2023**.

8.2 Addenda:

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into the Proposal, if possible. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposers.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- | | |
|---|------------------|
| • Relevant and Comparable Experience | 25 points |
| • Understanding of Relevant Objectives and Requirements | 25 points |
| • Proposed Service Provision and Staffing Plans | 25 points |
| • Ability to Provide High-Quality, Cost-Effective Services | 25 points |

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members and other parties that have expertise and/or experience in the types of services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such requests for clarification or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposals. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer's failure to respond to direction from the County may lead to rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to the Proposer with the best

combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Hank Seemann (see Section 8.1 of this RFP for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint regarding this RFP process from the Proposer.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process.

Once the evaluation process set forth in this RFP has been completed, the County will notify the Proposers of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith contract negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. Draft Scope of Services and Service Schedule.** The highest-ranking Proposer will be asked to submit a draft scope of services and service schedule, within five (5) business days after receiving notification of the final rankings.
- B. Scoping Meeting.** The highest-ranking Proposer may be asked to attend a scoping meeting within three (3) business days after submittal of the draft scope of services and service schedule to ensure that the Proposer has a full understanding of the terms and conditions of the Professional Services Agreement resulting from this RFP process. The scoping meeting will also provide the highest-ranking Proposer's Project Team with an opportunity to ask technical questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the Professional Services Agreement.
- C. Final Scope of Services and Service Schedule.** After further discussions with County staff regarding roles, responsibilities, tasks and work products, the highest-ranking Proposer will be asked to submit a final scope of services and service schedule which will be incorporated into the final Professional Services Agreement.
- D. Cost Proposal.** The highest-ranking Proposer will be asked to submit a cost proposal based on specific rates of compensation for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:
 - 1.** The cost proposal shall include an overall fee estimate for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement based on an itemized list of the costs for each task set forth in the final scope services. The cost proposal shall include, without limitation, staffing levels and hourly rates.
 - 2.** The cost proposal shall include any and all supporting information requested by the County, including, without limitation, a separate cost proposal for each subcontractor that will be

providing services pursuant to the terms and conditions of the final Professional Services Agreement.

3. The maximum amount payable for the Services set forth in this RFP is currently estimated to be One Hundred and Eight-Five Thousand Dollars (\$185,000.00). It should be noted that the actual costs will be based on the wage rates established in the final Professional Services Agreement. The final cost for the Services set forth in this RFP will be negotiated between the County and the highest-ranking Proposer.

10.2 Award of Professional Services Agreement:

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services set forth in this RFP, a Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a final Professional Services Agreement has been signed by duly authorized representatives of both the Successful Proposer and the County.

10.3 Contractual Requirements:

- A. **Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with

any and all applicable timeframes and accessibility requirements.

- F. Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor all activities related to the provision of the services required thereunder, including, without limitation, the right to review and monitor the Successful Proposer's records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, procedures or operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance.
- G. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with all applicable local, state and federal laws, regulations and standards.
- H. Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards.
- I. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the certification or subsequently becomes a Nuclear Weapons Contractor.
- J. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- K. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability

insurance policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the Professional Services Agreement. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.

- L. **Compliance with Applicable Laws, Regulations and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of the services required thereunder. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- M. **Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer.
- N. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.
- O. **Provisions Required by Restricted Grant Agreement.** All provisions stipulated in the Restricted Grant Agreement (Exhibit A) to be applicable to subrecipients, contractors, and subcontractors will be incorporated into the final Professional Services Agreement by reference.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the best interest of the County for reasons, including, without limitation, the following: the Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of the services set forth in this RFP prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of the Services set forth in this RFP or to pay any costs incurred in the preparation of any Proposals.

REQUEST FOR PROPOSALS – RFP NO. 2023-715136
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE
HUMBOLDT BAY TRAIL PLANNING STUDY:
EUREKA TO COLLEGE OF THE REDWOODS PROJECT

ATTACHMENT A – RESTRICTED GRANT AGREEMENT

**Sustainable Communities Grants
(State-SB 1)
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **County of Humboldt**, hereinafter referred to as **AGENCY**, will commence on **December 15, 2021**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **March 30, 2024**.

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Cost and Schedule
- III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule (**Attachment II**), and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in **Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods**, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
\$285,000.00	\$37,500.00	\$0	\$37,500.00	11.63%	\$322,500.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Hank Seemann, Email: HSeemann@co.humboldt.ca.us, Phone Number : (707) 268-2680.
- b. **AGENCY's** Financial Manager for the Project is (Project Representative name) (Name, Email and Phone Number).
- c. **CALTRANS'** Contract Manager is Saskia Rymer Burnett, Email: Saskia.Rymer-Burnett@dot.ca.gov, Phone Number: (707) 684-6889. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

County of Humboldt

Attention: Hank Seemann, Deputy Director Environmental Services
Phone Number: (707) 268-2680
Email: HSeemann@co.humboldt.ca.us
Address: 1106, 2nd Street
Eureka, CA 95501

California Department of Transportation

D1/ Division of Transportation Planning
Attention: Saskia Rymer Burnett, Transportation Planner
Phone Number: (707) 684-6889
Email: Saskia.Rymer-Burnett@dot.ca.gov
Address: 1656 Union Street
Eureka, CA 95501

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **December 15, 2021**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **March 30, 2024**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than ninety (90) days prior to the expiration of this RGA.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by

CALTRANS shall not exceed **\$285,000.00**.

- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only

if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for

reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors 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 costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold

future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the

nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment 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 **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law.

Neither party waives any rights to pursue remedies authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
 - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
 - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
 - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
 - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

25. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
- 2) State Contracting Manual (SCM), Chapter 5
- 3) Local Assistance Procedures Manual (LAPM)Chapter 10

- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs;
 - 4) Penalties that may be imposed upon employees for drug abuse violations;
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than specified in **Paragraph 26**, above.

28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards

include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Project Close Out/Final Product

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

33. Ownership of Proprietary Property

a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's**

contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. Inventions

- 1) Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon,

through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this

RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. Ownership of Data

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

34. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.


Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**COUNTY OF
HUMBOLDT**

By: *Brian Quacchia*

By: 

Printed Name:
Brian Quacchia

Printed Name:
Thomas K. Mattson

Title: Contract Officer

Title: Humboldt County Public Works Director

Date: 12/13/2021

Date: December 8, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceeding Meeting of August 10, 2021

RESOLUTION OF THE HUMBOLDT COUNTY BOARD OF SUPERVISORS AUTHORIZING THE HUMBOLDT COUNTY DEPARTMENT OF PUBLIC WORKS TO ACCEPT GRANT FUNDING MADE AVAILABLE BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR DEVELOPMENT OF THE HUMBOLDT BAY TRAIL PLANNING STUDY: EUREKA TO COLLEGE OF THE REDWOODS.

WHEREAS, The County of Humboldt is eligible to receive federal and/or state grant funding made available by the California Department of Transportation for the development of the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods; and

WHEREAS, The County of Humboldt must enter into a Restricted Grant Agreement with the California Department of Transportation before the award of such funds can be accepted.

NOW, THEREFORE, THE HUMBOLDT COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES AS FOLLOWS:

1. The Humboldt County Department of Public Works is hereby authorized and directed to accept grant funding made available by the California Department of Transportation for the development of the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods ("Project").
2. The Humboldt County Public Works Director, or a designee thereof, is hereby authorized and directed to conduct negotiations, execute, submit and sign any and all documents, including, without limitation, applications, Restricted Grant Agreements, amendments, payment requests and other documents, which may be necessary to accept and secure Project funding and/or complete the Project.
3. The County of Humboldt hereby represents and certifies that it will comply with any and all local, state and federal laws, regulations and standards, as well as the terms and conditions specified in any and all agreements, applicable to the Project.
4. The County of Humboldt hereby represents and certifies that it will obtain, or ensure that other Project partners obtain, any and all appropriate permits applicable to the Project.

Dated: August 10, 2021


 Virginia Bass, Chair
 Humboldt County Board of Supervisors

Adopted on motion by Supervisor Wilson, seconded by Supervisor Bohn and the following vote:

AYES: Supervisor Bohn, Supervisor Bushnell, Supervisor Wilson, Supervisor Bass, Supervisor Madrone

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
County of Humboldt

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceeding Meeting of August 10, 2021

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California do hereby certify the foregoing to be a full, true and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California and the same now appears of record in my office.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and at fixed the Seal of said Board of Supervisors.



KATHY HAYES
Clerk of the Board of Supervisors of the
County of Humboldt, State of California

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	2021-22
Project Title	Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods
Organization (legal name)	County of Humboldt

Introduction

Purpose and Need

The primary purpose of the planning study is to improve safety and connectivity for non-motorized and motorized travelers between the City of Eureka and the communities in unincorporated areas immediately south of the city. Improvements are needed because Highway 101 between Eureka and College of the Redwoods is an incomplete transportation facility that was designed primarily to support motorized vehicles and does not provide safe mobility for all users. Under existing conditions, people seeking to walk or bike between Eureka and College of the Redwoods must travel in the shoulder along a four-lane expressway and cross at uncontrolled locations. People without access to a vehicle have no choice for transportation other than walking or biking along the expressway, and the Study Area has an elevated rate of bike and pedestrian collisions. For most cyclists and pedestrians, the lack of an off-road trail network is a deterrent and severely limits the number of non-motorized trips along the highway corridor due to safety concerns. The study will develop a plan to increase mobility options between the communities south of Eureka and reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the Highway 101 corridor .

Humboldt Bay Trail Background and Related Planning Efforts

The Humboldt Bay Trail is a network of multi-use trails (also known as shared-use paths) providing non-motorized access for transportation and recreational use throughout the Humboldt Bay region. The Humboldt Bay Trail will link communities with multi-modal transportation facilities and connect people to the bay by enabling people of all ages and abilities to access and experience the bay's resources up-close. In addition to serving the region's transportation needs and enhancing coastal access, the Humboldt Bay Trail will achieve a critical link in the California Coastal Trail and advance the Great Redwood Trail. The overall Humboldt Bay Trail is being developed as a collaborative effort between the County of Humboldt, Humboldt County Association of Governments (HCAOG), City of Arcata, City of Eureka, California Department of Transportation (Caltrans), California State Coastal Conservancy, North Coast Railroad Authority

(NCRA), Humboldt Trails Council, Redwood Community Action Agency (RCAA), and other partners.

In 2019, the fundamental purpose of the NCRA was transformed through Senate Bill SB 1029 to focus on development of the Great Redwood Trail. A process is currently underway to transfer the railroad rights-of-way and assets from NCRA to a successor agency that would create a Great Redwood Trail for hiking, biking, and riding. Before this transition is completed, NCRA intends to make filings with the Surface Transportation Board to railbank the NCRA line from Willits to Samoa, which would secure the right-of-way and allow interim use as a trail. Railbanking will be a major break-through for making trail development within the rail corridor more streamlined and cost-effective.

The final phase of the Humboldt Bay Trail between Eureka and Arcata will be completed in 2022/2023. Extending the Humboldt Bay Trail southward from Eureka to connect disadvantaged, unincorporated south Humboldt Bay communities is the next regional priority to transform the primary Highway 101 transportation corridor from vehicle-focused to multi-modal.

Many previous high level trail planning efforts that included the Study Area have informed the development of this proposal including the Humboldt Bay Trails Feasibility Study (2001), the Humboldt County Coastal Trail Implementation Strategy (2011), the Eureka to Scotia Trail Corridor Assessment (2016) and the Assessment of the North Coast Railroad Authority and Viability of a Great Redwood Trail (2020).

The Study Area is situated within the coastal zone and wetlands are present in low-lying areas. Careful consideration of coastal resources and identification of the least environmentally damaging feasible alternative will be a key to success.

This proposed study would leverage the current efforts by the City of Eureka to extend the Eureka Waterfront Trail (a section of the Humboldt Bay Trail) south to the Humboldt Hill exit at Tooby Road. The City of Eureka has completed 100% designs for the "Elk River Trail Extension" and has secured implementation funds, with construction scheduled for completion in 2022. The southern terminus of Eureka's project at Tooby Road would be the northern extent of this project's planning efforts. The distance from Tooby Road to College of the Redwoods is approximately four miles.

Study Area Demographics

The unincorporated communities of Humboldt Hill, King Salmon and Fields Landing are inextricably connected to the City of Eureka which holds the closest full-service grocery

Attachment II

stores and medical and retail destinations. Yet the Highway 101 freeway with only a shoulder for walking and biking next to freeway speed vehicles is the only option for traveling to Eureka.

Currently only the most experienced cyclists or those with no other transportation option ride along Highway 101 within the Study Area. The vast majority of students at College of the Redwoods, including the approximately 150 students living in the dorms on campus, are dependent on a private vehicle or transit for commuting between home/key services and school.

The Study Area encompasses many disadvantaged communities (determined by median household income) including census tracts of greater Eureka and the block groups covering College of the Redwoods, Fields Landing, and Spruce Point (northern, lower Humboldt Hill). Additionally, from the last Point in Time count conducted in 2019, the Study Area encompasses the greatest number of unsheltered individuals living in the Eureka/greater Eureka area and many rely on walking and biking to travel to essential services.

Responsible Parties

The County of Humboldt Public Works Department (Humboldt County) and Redwood Community Action Agency (RCAA) will have primary responsibility for completing the scope of work and producing the deliverables. Humboldt County is a local agency that has taken a lead role in planning regional trail projects. RCAA is a non-profit organization based in Eureka with several decades of experience leading community outreach, non-motorized transportation planning and Safe Routes to School efforts. The project team will include a consulting firm with expertise in trail and multimodal transportation design. The County of Humboldt and RCAA will be the entities responsible for the management and completion of this project. The County will retain a consulting firm to assist with specific tasks as outlined in the project scope using qualification-based selection procedures.

Project Stakeholders

Humboldt County and RCAA will actively engage numerous community stakeholders in this planning study such as nearby schools, community residents, adjacent landowners, local agencies, trail and transportation advocates, and our local public health department. Specific stakeholders already identified include: College of the Redwoods; South Bay School District; Academy of the Redwoods high school; Caltrans District 1; County of Humboldt Department of Health and Human Services (Division of Public Health); Humboldt Transit Authority; HCAOG; NCRA; Humboldt Bay Harbor, Recreation and Conservation District; Pacific Gas & Electric (PG&E); U.S. Fish & Wildlife Service (USFWS) as manager of the Humboldt Bay National Wildlife Refuge; Humboldt Trails

Attachment II

Council; Coalition for Responsible Transportation Priorities; Wiyot Tribe; and residents of the southern Humboldt Bay area.

Overall Project Objectives

- Identification of a preferred option for a feasible walking and biking route separated from Highway 101 between south Eureka and College of the Redwoods.
- Identification of micro-mobility options within southern Eureka, outlying communities, and College of the Redwoods such as bike share and electric bike share as well as transit connections to create a feasible route for multimodal commuting.
- Identification of bike parking needs and opportunities within southern Eureka, outlying communities, and the College of the Redwoods campus particularly near transit and key destinations.
- Robust engagement of diverse south Humboldt Bay residents, College of the Redwoods students, K-12 students in the Study Area, adjacent landowners, and community organizations through community workshops, small group walking tours, individual meetings, pop-up events, and community surveys.
- Consideration of environmental justice in the planning process so that all residents have an opportunity for meaningful involvement with respect to the environment and community health outcomes.
- Involvement of College of the Redwoods students and staff on identifying facility improvements to enhance walking and biking and physical activity, particularly students living in residential halls on campus.
- Involvement of school-aged youth in providing input and feedback on walking and biking needs (e.g., South Bay School District and Academy of the Redwoods).
- Reduction in vehicle miles traveled, fuel consumption, and emissions of greenhouse gases and other combustion byproducts by enabling safe and comfortable non-motorized transportation modes.
- Utilization of best practices in context-sensitive trail and “complete streets” design for small town streetscapes.
- Application of low-impact development design features where possible.
- Enhanced safety for all modes of travel between Eureka and College of the Redwoods.
- Planned improvements that are compatible with land use and management objectives on adjacent property.
- Identification of priority project components for further project development and implementation.

Attachment II

- Identification of potential implementation funding sources.
- Increased commuting by walking and bicycling between Eureka, College of the Redwoods, and south Humboldt Bay communities.

Summary of Project Tasks

Task 01: Project Administration

The County of Humboldt with support from RCAA will manage and administer the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods project according to the Sustainable Transportation Program Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the County of Humboldt.

- Schedule and host a project kick-off meeting to confirm approach, team roles, and intended outcomes. Meeting notes will be prepared.
- Prepare and submit monthly or quarterly invoices to the assigned Caltrans Project Manager.
- Track matching funds for each project invoice.
- Prepare and submit quarterly progress reports to the Caltrans Project Manager.

Responsible Party: County and RCAA

Task Deliverables
Kick-off meeting notes
Monthly or quarterly invoices
Quarterly progress reports
DBE reporting (if applicable)

Task 02: Consultant Procurement

The County of Humboldt will procure a Transportation Planning Consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the County.

- Develop and disseminate a Request for Proposals for consultant selection.
- Set criteria for consultant selection which could include such metrics as experience planning/designing rail trails, working within Caltrans right-of-way and a solid understanding of best practices for context-sensitive complete streets design.

Attachment II

- Form selection committee with staff from County Public Works, RCAA, HCAOG, and/or Caltrans District 1 to select consultant firm following all County and Caltrans procurement policies.
- Finalize and execute contract with consultant.

Responsible Party: County

Task Deliverables
Copy of the Transportation planning consultant Request for Proposals
Copy of procurement procedures
Copy of executed contract between County and consultant

Task 1: Existing Conditions

- Assemble existing transportation, land use, and mapping data and information for the Study Area including:
 - Parcel boundaries
 - NCRA rail right-of-way maps and deeds
 - Roadway rights-of-way information for County roadways and Highway 101
 - Adjacent project data/alignments such as the City of Eureka's trail extension to Tooby Road/Spruce Point
 - Transportation safety and collision data
 - Any bicycle and pedestrian count data within the Study Area
 - Average daily traffic volumes on roadways within the Study Area
 - Existing water bodies/known wetland locations
 - Public lands and land ownerships
 - Transit route and transit stop data
 - Bike parking locations
- Develop a set of maps and exhibits for existing conditions to be used for planning and community outreach.
- Assess bike parking needs and opportunities within Eureka, outlying communities, and the College of the Redwoods campus particularly near transit and key destinations.
- Conduct field reconnaissance along public rights-of-way within the Study Area:
 - Obtain appropriate encroachment permits and/or right-to-enter for field reconnaissance.
 - Conduct field observation for existing opportunities and constraints along the NCRA right-of-way.
 - Take relevant photos and GPS points to assist analysis of existing conditions.
 - Travel expenses will be incurred for field reconnaissance.

Attachment II

- Identify environmental constraints by performing a reconnaissance assessment of natural resources within the Study Area (this work includes a wetland assessment but not a formal wetland delineation and jurisdiction determination).
- Review existing and proposed coastal development permits for projects within the Study Area to identify any requirements for public access, to identify opportunities for collaboration.
- Review and compile relevant policies, community priorities, and outcomes from key previous planning documents such as:
 - Humboldt Bay Trails Feasibility Study (2001)
 - Humboldt County Coastal Trail Implementation Strategy (2011)
 - Eureka to Scotia Trail Corridor Assessment (2016)
 - HCAOG's VROOM Regional Transportation Plan (2017)
 - College of the Redwoods Facilities Master Plan (2019)
 - Assessment of the North Coast Railroad Authority and Viability of a Great Redwood Trail (2020)
 - Caltrans District 1 Active Transportation Plan (in progress)
- Review any housing development project submittals to the County of Humboldt near or within the Study Area and identify opportunities for encouraging housing projects to develop connections with existing or planned non-motorized facilities.

Responsible Party: Consultant

Task Deliverables
GIS database
Site maps
Right-of-way summary table
Multimodal data summary tables
Natural resource reconnaissance assessment technical memorandum (with maps)
Photolog
Summary of existing conditions for Final Plan

Task 2: Analysis

- Analyze opportunities and constraints for non-motorized route connectivity between south Eureka (Tooby Road) and College of the Redwoods focusing on the NCRA rail corridor, connectivity with County roads and neighborhoods, the Tompkins Hill roadway right-of-way, and potentially public lands adjacent to Humboldt Bay. In particular, this study will evaluate the feasibility of developing approximately three miles of Class I bikepath (multi-use trail) along the NCRA rail corridor between Tooby Road and the Tompkins Hill interchange.

Attachment II

- Consider potential sea level rise impacts and adaptation measures in route selection and conceptual design.
- Engage Caltrans District 1 in analyzing potential non-motorized improvements to the Tompkins Hill/Highway 101 interchange.
- Analyze community and stakeholder transportation needs and priorities expressed during community outreach and stakeholder meetings.
- Evaluate the potential for coordinating micro-mobility options such as bike share and electric bike share between the County, CR, City of Eureka and potentially Caltrans District 1.
- Examine opportunities for enhancing bike parking in the Study Area particularly near transit stops and schools.
- Develop preliminary alignments and design concepts based on the site assessment and feedback from community outreach and the stakeholder working group.
 - 10% and 30% design schematics for a Class I bikepath or similar facility between Tooby Road and the Tompkins Hill interchange.
 - 10% and 30% design schematics for complete streets improvements for Tompkins Hill Road between the Highway 101 interchange and College of the Redwoods.
 - Maps for alternative alignments and conceptual drawings for alternative design concepts.
 - Proposed locations and concepts for bikeshare and bike parking.
 - Preliminary cost estimates.
- Evaluate the vulnerability of the proposed route and improvements to flood hazards from sea level rise and tsunamis. Identify opportunities to reduce risk and incorporate adaptation measures.

Responsible Party: Consultant

Task Deliverables
Summary of opportunities and constraints for Final Report
Summary of micro-mobility and bike parking opportunities for Final Report
10% and 30% design schematics and preliminary cost estimates
Maps for alternative alignments and conceptual drawings for alternative design concepts
Sea level rise and tsunami vulnerability technical memorandum

Task 3: Community Outreach

The primary purpose of the community engagement will be to solicit feedback on safety concerns and ideas for improved walking and biking connectivity between Eureka, south Humboldt Bay communities and schools, and College of the Redwoods. RCAA and County staff, with coordination with Caltrans District 1 staff, will facilitate a

Attachment II

series of public input opportunities utilizing different strategies and times-of-day to encourage diverse participation including one-on-one engagement. Input opportunities will include community walk and observation events in the south Bay communities of Humboldt Hill, Fields Landing and/or King Salmon, intercept surveys of people currently walking, bicycling and residing in the Study Area and online community surveys. RCAA will also engage students and youth attending schools in the Study Area including College of the Redwoods, South Bay School and Academy of the Redwoods by distributing an online and/or in-class survey and hosting pop-up in-person events if deemed appropriate with current public health guidance.

It is the mission of RCAA to provide leadership and advocacy designed to enable low-income/disadvantaged persons to gain the necessary skills, education, and motivation to become self-sufficient. Therefore, RCAA will work to include voices traditionally left out of planning processes including students, non-English speakers, single parents, and carless households. All public outreach strategies will be publicly noticed, included in a diversity of local media, and distributed in both English and Spanish. RCAA is experienced in holding bilingual workshops should Spanish language interpretation and translation be deemed appropriate for the Study Area. In addition, RCAA will schedule input opportunities at varying times and days of the week to accommodate people who traditionally work during the day. If in-person events become feasible, the potential need for childcare will be assessed to allow for participation from parents. RCAA will also set a performance target for participation from vulnerable populations (e.g. low income households, unsheltered community members, minority community members, and youth) and will measure engagement of these populations utilizing demographic questions on intercept surveys and an optional anonymous survey at all outreach events (in the manner of Caltrans' Title VI efforts).

RCAA and the County of Humboldt have strong relationships with local media, community-based organizations and local businesses in order to publicize the events and reach key populations within the Study Area.

- Refine community outreach strategy and set performance targets for outreach to diverse communities. Community outreach strategy will be flexible with an array of virtual and in-person outreach methods depending upon COVID-19 public health guidance.
 - Work with community stakeholders to plan appropriate community engagement activities.
 - Submit community engagement strategy to the Caltrans District 1 Project Manager for approval.
 - Set performance targets for participation in the project by vulnerable populations (e.g., low-income households, unsheltered community members, monolingual Spanish speakers, Latino community members, and youth). Set targets for outreach with vulnerable populations as a percentage of project participants. Utilize demographic data from the

Attachment II

American Communities Survey and Humboldt Housing and Homelessness Coalition Point in Time Count. Utilize Caltrans and Project Task Force to inform target setting.

- Measure engagement of vulnerable populations utilizing demographic questions on intercept surveys and an optional anonymous survey at all outreach events (in the manner of Caltrans' Title VI efforts).
- Solicit engagement in the project:
 - Create a visually-appealing, legible and ADA accessible flyer detailing public engagement opportunities.
 - Encourage fun and engaging methods for online participation through the Humboldt County website, social media, and partner organizations' websites.
 - Promote the project and public input opportunities through project partners, written and radio PSAs, press releases, social media, local blogs and outreach via partner stakeholder groups.
 - Send direct mailers to key properties, organizations and businesses adjacent/in the Study Area.
 - Post flyers in community locations in Humboldt Hill, Fields Landing, King Salmon and College of the Redwoods. Contact Wiyot Tribe directly.
 - Collect and compile online and in-person feedback from engagement activities.
- Conduct first series of community engagement activities:
 - Develop an online community survey to introduce the project and identify current travel patterns and transportation needs. Disseminate the survey with stakeholder partners including schools and transportation advocates as well as through local media.
 - Host a Kick-off Community Workshop, likely a virtual meeting but could be adapted to an in-person format if deemed appropriate with current public health guidance. The project's objectives, schedule, and input opportunities will be shared, and small-group community design sessions will gather initial input from residents. The primary objective of the workshop will be to gather community concerns and identify highest priority needs. If held in-person the workshop will be held in a convenient location close to transit, in the evening, will be child-friendly and include food, and provide the option of English-Spanish interpretation.
 - Engage students at College of the Redwoods at a pop-up event at a campus gathering location with similar questions as presented at the Kick-off Workshop.
 - Facilitate a community observation/walk audit event in a neighborhood within the Study Area such as Fields Landing or King Salmon. The community observation will be held on a day/time most likely to encourage resident participation. Staff experienced in leading walkability

Attachment II

assessments will plan the walking route to promote safety while also allowing participants to experience firsthand the conditions for walking and biking in the Study Area. The community walk & observations will allow participants to share their first-hand experiences walking and biking in the Study Area with Public Works and Caltrans staff.

- Engage middle and high school students at South Bay School and Academy of the Redwoods through means deemed appropriate by school staff such as classroom or virtual presentations and/or a modified survey.
- Evaluation opportunities will be incorporated into all outreach events including evaluation questions at the end of the developed survey.
- Compile community input on the project into a summary report from a variety of sources including survey responses, verbal input, written input, comments on tabletop maps and workshop posters, etc.
- Conduct targeted outreach to property owners and businesses adjacent to the proposed project to ensure or promote compatibility of non-motorized transportation uses adjacent to other land uses.
- Conduct second series of community engagement activities:
 - Following the first series of community input opportunities and synthesis of community needs and development of potential concept designs by the project team, host a community workshop (either virtual or in-person) and if feasible under public health guidance also host pop-up events at the key community gathering places in the Study Area to solicit feedback on conceptual design alternatives. If deemed feasible, the pop-up engagement events will be held in convenient locations close to transit and during different times of day.
 - Implement a one-day pop-up temporary infrastructure demonstration using temporary materials to demonstrate what one potential concept design(s) could look and feel like on the ground.
 - Further engage south Humboldt Bay residents at a pop-up community engagement event held at community locations in Humboldt Hill or Fields Landing.
 - Outreach for the workshop and engagement opportunities.
 - Compile community input from second series of public engagement.
- If public health guidance allows for in-person outreach activities travel expenses will be incurred.

Responsible Party: RCAA and County

Task Deliverables
Community outreach strategy memo

Attachment II

Community engagement materials and flyers, community survey, presentations, pop-up event materials, receipts for light snacks (Caltrans approval required) if can host in-person outreach activities.
Summary of community input and outcomes from outreach activities

Task 4: Advisory Committee Meetings

- Form an advisory committee and hold meetings:
 - Identify potential committee members representing College of the Redwoods, local schools, Caltrans District 1, HCAOG, HTA, public entities with land ownership within the Study Area, DHHS Public Health, Wiyot Tribe, local transportation and trail advocates, organizations working with vulnerable populations, and interested community members. The advisory committee will be engaged early in the project schedule to allow for genuine input into public outreach strategies.
 - Create a written collaboration agreement with advisory committee members which outlines roles and expectations for the project:
 - Convene at least five meetings throughout the term of the project to 1) kick off the study, 2) review existing conditions and invite feedback on project approach and public engagement methods, 3) review community feedback from workshops and engagement activities, 4) review draft and revised concept designs, and (5) Draft Report. Depending upon public health guidance, advisory committee meetings may be held either virtually or in-person. If held in-person some travel expenses will be incurred.

Responsible Party: County and RCAA

Task Deliverables
Stakeholder list and meeting agendas
Collaboration agreement
Compilation of stakeholder input for Final Plan

Task 5: Draft and Final Plan

- Develop a Draft Plan by incorporating a project overview, compilation of technical memos from previous project tasks, a discussion of community and stakeholder input and preferences, and concept designs into a Draft Plan for the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods. A discussion of potential applicable funding sources and next steps and phasing strategies for implementation will also be included. The plan should help facilitate future grant funding and implementation of project phases.

Attachment II

- Solicit community and stakeholder feedback on the draft Plan. Comments will be considered and addressed in the Final plan.
- Review and address feedback on the Draft Plan from the County Board of Supervisors and public comments
- Prepare a Final Plan for the Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods.
- The Final Plan will summarize recommended next steps for implementation; provide credits to Caltrans, FHWA, and FTA (as applicable) on the cover page; and conform to ADA accessibility electronic formatting standards.

Responsible Party: County and RCAA

Task Deliverables
Draft Plan
Final Plan

Task 6: Board Review/Approval

- County and RCAA staff will present the Draft Plan to the Humboldt County Board of Supervisors during a public meeting and receive input from the Board and public
- The presentation will provide an overview of the project, results from community engagement, and next steps for finalizing the Plan and the project's subsequent phases.
- Following completion of the Final Plan, County and RCAA staff will present the Final Plan to the County Board of Supervisors for approval.

Responsible Party: County and RCAA

Task Deliverables
Presentation materials
Board of Supervisors agendas
Meeting minutes with Board acceptance

Attachment II

California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Grant Category Sustainable Communities
Grant Fiscal Year Fiscal Year 2021-22
Project Title Humboldt Bay Trail Planning Study: Eureka to College of the Redwoods
Organization (legal name) County of Humboldt

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2021/22					FY 2022/23					FY 2023/24																					
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
01	Project Administration	\$13,000	\$1,700		\$14,700																																
02	Consultant Procurement	\$2,000	\$300		\$2,300																																
1	Existing Conditions	\$55,000	\$7,200		\$62,200																																
2	Analysis	\$87,500	\$11,400		\$98,900																																
3	Community Outreach	\$60,000	\$8,000		\$68,000																																
4	Advisory Committee Meetings	\$13,500	\$1,800		\$15,300																																
5	Draft and Final Plan	\$50,000	\$6,500		\$56,500																																
6	Board Review/Approval	\$4,000	\$600		\$4,600																																
Totals		\$285,000	\$37,500	\$0	\$322,500																																

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.
 Does your agency plan to request reimbursement for indirect costs? **No** If yes, what is the estimated indirect cost rate? _____
 Does your agency plan to use the Tapered Match approach for invoicing purposes? **Yes**

4.6% 11.63%



California Department of Transportation
Division of Transportation Planning

Sustainable Transportation Planning Grant Program

Fiscal Year 2021-22

GRANT APPLICATION GUIDE

Sustainable Communities and
Strategic Partnerships

Grant Application Deadline

Friday, February 12, 2021 at 5:00 P.M.

Submit Applications to: Regional.Planning.Grants@dot.ca.gov



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.

Updated December 2020

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017), the Road Repair and Accountability Act of 2017, a transportation funding bill that will provide a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2021-22 grant cycle. The period of grant fund availability spans over three FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates.

The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits.

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1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	Budget RMRA and SHA State funds Approx. \$17 million Approx. \$3 million will be set-aside for technical projects such as data acquisition or travel model updates Goal: 50% of grants should benefit Disadvantaged Communities*** Grant Minimum \$50,000 for Disadvantaged Communities, including Native American Tribal Governments and rural communities; \$100,000 for all others Grant Maximum \$700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs with sub-applicants • RTPAs • Transit Agencies; • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports; • Native American Tribal Governments • Other Public Transportation Planning Entities The following are eligible to apply as a sub-applicant: <ul style="list-style-type: none"> • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	11.47% minimum (in cash or an in-kind* contribution). The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.
	Budget RMRA State funds \$12.5 million			

* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide.
 ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).
 *** For purposes of this grant program, disadvantaged communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

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Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	Budget FHWA SPR, Part I Federal funds \$1.5 million Grant Minimum \$100,000 Grant Maximum \$500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs • RTPAs The following are eligible to apply as a sub-applicant: <ul style="list-style-type: none"> • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.
	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for rural RTPAs; \$100,000 for MPOs Grant Maximum \$500,000			

* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide.
 ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, and 4.1 indicate the specific purpose of the Sustainable Communities Grants and Strategic Partnership Grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State’s GHG emission reduction goals, preserving the State’s natural and working lands, and preserving the unique character and livability of California’s communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of those with disabilities, and freight.
Safety	Increase the safety and/or security of the transportation system for motorized and active transportation users.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
Social Equity	All of these objectives should promote transportation solutions that focus on and prioritize the needs of disadvantaged communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Management Plan

The purpose of the Strategic Management Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

This roadmap is used to guide and inform the development of the Sustainable Transportation Planning Grant Program.



California Transportation Plan 2040

The *California Transportation Plan (CTP) 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity. The next iteration of the CTP, the CTP 2050, is in the process of being finalized, with adoption expected at the end of 2020. The next Grant Application Guide will be updated to reflect the CTP 2050.



The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* outlined in the *CTP 2040*, Table 13 and Appendix 7 Technical Analysis. There are four categories of transportation GHG reduction strategies – demand management, mode shift, travel cost, and operational efficiency – that were developed based on input from the *CTP 2040* advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RTPAs.

Modal Plans that Support the California Transportation Plan 2040

CTP 2040 is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan

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- California State Bicycle and Pedestrian Plan
- California High-Speed Rail Business Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately \$12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and \$5 million in State Highway Account (SHA) funds, or a combined total of \$17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. MPOs can apply to the Sustainable Communities Competitive Grants only in collaboration with a sub-applicant(s).

Approximately \$3 million will be set-aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, and must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit disadvantaged communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas).

Sustainable Communities Competitive applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The grant specific objectives for Sustainable Communities grants are listed below. Detailed information on how to achieve these objectives can be found in Appendix A:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS (where applicable)
- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines
- Address the needs of disadvantaged communities
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require public engagement due to their technical nature, but applicants should explain how the public will be involved at later stages of the planning process. However, applicants are required to collaborate with and involve appropriate stakeholders with technical expertise. Technical applications are scored under the same criteria as all other project types, they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Caltrans will screen applications submitted under this category to ensure they are in-fact technical projects. If it

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is found that the project is not one of a technical nature, it will compete with the other Sustainable Communities Competitive applicant pool.

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following guidance, tools, and resources are provided to assist applicants in preparing a competitive grant application consistent with the grant program and specific objectives and the Plans and Programs outlined in the Grant Program Considerations. Guidance, tools, and website links for the list below are provided in Appendix A of this document.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Disadvantaged Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP/SCS and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Climate Change; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and, Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Climate Change

- Studies, plans or planning methods that advance a community's effort to address the impacts of climate change, such as sea level rise, flooding, wildfires, and mudslides, which may include the use of natural infrastructure to reduce the impacts of climate change
- Climate change adaptation plans for transportation facilities

Corridor and Freight

- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement
- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.

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- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for disadvantaged communities
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and disadvantaged communities, and minimizes displacement
- Outreach to educate disadvantaged communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or disadvantaged communities

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development
- SCS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning
- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element or zoning code that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes

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- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete streets plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and safety enhancement plans

Technical

- Transportation modeling studies that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans
- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach for mode shifts to electric forms of transportation, as part of a plan or study as appropriate

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ridesharing

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- Strategies to increase transit ridership
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)¹ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436² provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

¹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/cgi-bin/text-idx?SID=c16296aecfef71d582e0634cf6658cf1&node=2:1.1.2.2.1.1.28.34&rgn=div8>

² Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

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- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications:

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and disadvantaged communities, including Native American Tribal Governments and rural communities
- Encourage stakeholder collaboration
- Involve active community engagement
- Coordinate transportation, housing, and land use planning
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1, and climate adaptation goals (Safeguarding California))
- Result in funded and programmed multimodal transportation system improvements

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General Tips

- Some sections of the grant application may seem redundant when discussing disadvantaged community engagement, overall public engagement, and stakeholder involvement. Although the general public and disadvantaged communities are stakeholders for any project, for application purposes, the strategy and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large;
 - Disadvantaged communities engagement will explain how the project will go above and beyond business as usual to address the specific needs of disadvantaged communities and use unique methods to involve these groups in the decision-making process.
 - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project in less than 150 words. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project area or portions of the project area are a disadvantaged community. The tools in the Grant Application Guide, Pages 11-13, are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, include population characteristics.

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Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below, however it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing and Housing Element Compliance

- In order to avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g. narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- City and county primary/sub-grant applicants are required to submit a housing element adopted by the local government to HCD by the application due date.

To be eligible for a funding award, HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585 by the date of award recommendation.

- City and county primary/sub-grant applicants are also required to submit completed Annual Progress Reports (APRs) to HCD for at least the previous two years, 2018 and 2019.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

Community Engagement

- Refer to Appendix A. for Community Engagement Best Practices
- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, disadvantaged communities, and a variety of socio-economic groups (e.g. households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies that will be utilized, considering the current COVID-19 environment.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit a housing element adopted by the local government to HCD by the application due date.

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- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule (Project Timeline):** Refer to the Cost and Schedule Checklist in Appendix B.

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SCS and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

3. SUSTAINABLE COMMUNITIES FORMULA


\$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L.

The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance, Tools, and Resources

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

- ✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft Overall Work Program (OWP) development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and ORP. MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2021-22 OWP and sending a list of activities using the provided template to Caltrans, no later than March 1, 2021. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost and Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost and Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and Caltrans Office of Regional Planning (ORP). This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORP. MPOs should coordinate the submittal of this information with the Caltrans district and ORP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

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3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocations

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	Total Formula Grant Allocation
Tahoe Metropolitan Planning Organization	\$160,750
Madera County Transportation Commission	\$164,209
Kings County Association of Governments	\$162,943
Shasta Regional Transportation Agency	\$163,172
Butte County Association of Governments	\$180,569
Merced County Association of Governments	\$197,424
San Luis Obispo Council of Governments	\$195,962
Tulare County Association of Governments	\$246,944
Santa Barbara County Association of Governments	\$224,579
Stanislaus Council of Governments	\$291,053
San Joaquin Council of Governments	\$341,671
Kern Council of Governments	\$374,899
Association of Monterey Bay Area Governments	\$315,537
Fresno Council of Governments	\$407,484
Sacramento Area Council of Governments	\$774,991
San Diego Association of Governments	\$1,021,553
Metropolitan Transportation Commission	\$2,106,140
Southern California Association of Governments	\$5,170,390
Total	\$12,500,000

4. STRATEGIC PARTNERSHIPS

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

4.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on the State Highway System (SHS), while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

4.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. 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
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism.

4.3 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities intended to result in investment in sustainable transportation projects
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Planning for sustainable freight
- Planning for transportation safety
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity Eligible and Ineligible Activities and Expenses

4.4 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent conceptual drawings and design
- Equipment (as defined in 2 CFR Part 200.33)³ purchases must remain under \$5000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436⁴ provides the criteria for depreciation, at the Govinfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents

³ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/cgi-bin/text-idx?SID=c16296aef71d582e0634cf6658cf1&node=2:1.1.2.2.1.1.28.34&rgn=div8>

⁴ Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

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- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.5 Tips for Successful Strategic Partnerships Grant Applications

Criteria for successful Strategic Partnerships grant applications:

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

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Project Summary

- Concisely describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule (Project Timeline):** Refer to the Cost and Schedule Checklist in Appendix B.

5. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

5.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

5.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as "third party contracts." An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency's procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,⁵ the Local Assistance Procedures Manual, Chapter 10,⁶ and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

⁵ California State Contracting Manual Volume 1, Chapter 5, 2018, <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

⁶ Caltrans Local Assistance Procedures Manual, Chapter 10, 2020, <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

5.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October – December	January – March	April - June

For MPOs and RTPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

5.4 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to \$700,000 and Strategic Partnerships grants are up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee’s responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All grants require a local match. Local match is a financial requirement that demonstrates the grantee’s/ local agency is vested in the project.

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The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Local Match Sources

- **Sustainable Communities Competitive, Technical and Formula**

Federal toll credits, FHWA PL, and FTA 5303 are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

- **Strategic Partnerships and Strategic Partnerships – Transit**

Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of Third-Party In-Kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services.

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

If third party in-kind contributions are used to satisfy the local match requirements, a third -party in-kind valuation plan must be submitted to Caltrans for approval as a condition of grant acceptance. The Third-Party In-Kind Valuation Plan Checklist and Sample can be found in Appendix B.

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Minimum Local Match Requirements

Applicants will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the table below illustrates the minimum local match requirement based on a grant request of \$300,000. The Local Match Calculator is available upon request.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities and Strategic Partnerships –Transit	88.53% Example: \$300,000	11.47% Example: \$38,868	100% Example: \$338,868
Strategic Partnerships	80% Example: \$300,000	20% Example: \$75,000	100% Example: \$375,000

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective. Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity then they are considered direct costs.

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must annually submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to Caltrans Independent Office of Audits and Investigations (IOAI) for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from (IOAI).

For guidance on the ICAP/ICRP submission process, visit the Independent Office of Audits and Investigations⁷ and the Caltrans LAPM Chapter 5 Accounting/ Invoicing.⁸

⁷ Inspector General Independent Office of Audits and Investigation, ICAP/ICRP Submission Process, 2020, <https://ig.dot.ca.gov/resources>

⁸ Caltrans Local Assistance Procedures Manual Chapter 5, 2020, <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>

Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)⁹ that became effective November 12, 2020.

Applications must include the estimated indirect cost rate at the bottom of the Cost and Schedule.

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate at the bottom of the Cost and Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost and Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees).

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website.¹⁰

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
 - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
 - A financial management system report that segregates direct/indirect costs by fund source.
 - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.

⁹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020, https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8

¹⁰ Caltrans Travel Guide, 2020,

<https://dot.ca.gov/programs/accounting/travel-guide>

5.5 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law, but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website¹¹ for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1.

For details about DBE requirements, visit the Office of Regional Planning website.¹²

5.6 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.¹³

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

¹¹ Caltrans, Title IV of the Civil Rights Act of 1964, 2020,

<https://dot.ca.gov/programs/civil-rights/title-vi>

¹² Office of Regional Planning, Disadvantaged Business Enterprise,

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program>.

¹³ State of California Accessibility Website: <https://www.ca.gov/accessibility/>

California Department of Rehabilitation Accessibility Website:

<https://www.dor.ca.gov/Home/Accessibility101>

MS Office Support Video: <https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660cba-1fcd-45ad-a9d1-c4f4b5eb5b7d>

5.7 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

6. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

6.1 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Contact Information	
Grant Application Guide Technical Assistance	<p>Priscilla Martinez-Velez, Grant Management Branch Chief Caltrans Division of Transportation Planning Office of Regional Planning Email: Priscilla.Martinez-Velez@dot.ca.gov</p>
Questions About Housing Element Compliance	<p>Paul McDougall Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov</p>

6.2 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at:

<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

- All grant application packages are required to be submitted via e-mail.
- An agency may only submit one application package per e-mail.
- An application cannot be submitted to more than one grant category.
- The Caltrans district contact must be copied (refer to Appendix D. Caltrans District Contact List) and the subject line needs to identify the district number, grant program, and *brief* project title (e.g., D1, SC, City of Can Do Planning Project).
- The required items outlined on the Grant Application Checklist in Appendix B must be attached to the e-mail as a single PDF document.
- All application documents must list the applicant's legal name.
- Confirmation of receipt will be sent by the **next business day**.

Submit applications via E-mail to
Regional.Planning.Grants@dot.ca.gov no later than
FRIDAY, FEBRUARY 12, 2021 BY 5:00 P.M.

Hard copies will not be accepted, and late applications will not be reviewed.

Caltrans anticipated award announcements: [Spring 2021](#)

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D. Caltrans District Contact List for contact information.

Download the latest version of [Adobe Reader DC](#)® to complete the application form. This version of Adobe is available free of charge.

7. APPLICATION REVIEW PROCESS

7.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, the Federal Highway Administration, the Federal Transit Administration, the California Department of Housing and Community Development, the California Department of Public Health, the Governor's Office of Planning and Research, and the California Air Resources. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

7.2 Application Evaluation/Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost and Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

7.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones
- Untimely invoice submittals

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- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required state and federal planning requirements including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

8. APPLICATION AWARD PROCESS

8.1 Award and Non-Award

Successful grant applicants will receive an award letter via email. A list of award and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost and Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ will provide the Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

8.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2021-22. The project start date depends on the method of contracting with Caltrans.

MPOs and Rural RTPAs

All MPOs/RTPAs must have the entire grant award and local match programmed in the FY 2021-22 OWP no later than October 1, 2021. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs and rural RTPAs with a current Master Fund Transfer Agreement (MFTA)- work may begin as early as July 2021, pending State Budget approval, and Caltrans issuing a formal Notice to Proceed.

Non-MPOs/RTPAs

Grant recipients that do not have a current MFTA with the Caltrans Office of Regional Planning (i.e. cities, counties, transit agencies, Tribal Governments), Caltrans will contract directly with the primary grant recipients through the Restricted Grant Agreement (RGA) process. For grant recipients that undergo the RGA contracting process, work may begin as early as October/November 2021, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

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Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost and Schedule. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost and Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
July 2021	<ul style="list-style-type: none"> Anticipated start date
February 28, 2024	<ul style="list-style-type: none"> Recommended grant project end date Reimbursable work should be completed Only 30-day extensions are allowed for extenuating circumstances
April 28, 2024	<ul style="list-style-type: none"> All final invoices for State-funded grants awarded to MPOs/RTPAs and federal-funded grants awarded to RTPAs must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.
June 30, 2024	<ul style="list-style-type: none"> Grant expiration date for federal-funded grants awarded to MPOs Reimbursable work must be completed
August 30, 2024	<ul style="list-style-type: none"> Final Request for Reimbursements for federal-funded grants awarded to MPOs must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the Overall Work Program (OWP) Final Expenditure Report.
Restricted Grant Agreement Project Timeline (Non-MPO/RTPAs)	
October/ November 2021	<ul style="list-style-type: none"> Anticipated start date
February 28, 2024	<ul style="list-style-type: none"> Grant expiration date Reimbursable work must be completed Only 30-day extensions are allowed for extenuating circumstances and require a formal amendment.
April 28, 2024	<ul style="list-style-type: none"> Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

- (1) Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94, and is extremely limited. Caltrans Legal requires tribes to provide a limited waiver of sovereign immunity. However, the Caltrans Native American Liaison Branch makes sure that any waiver is very specifically limited in scope and in time to only applies to the contract itself (and to any possible audits). In an effort to streamline the RGA contracting process, there is a Sustainable Communities RGA boilerplate template for Native American Tribal Governments, available upon request.
- (2) Partnering with a Regional Agency** – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

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(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.¹⁴

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

¹⁴ Federal Highway Administration, Office of Tribal Transportation , 2020
<https://flh.fhwa.dot.gov/programs/ttp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf>

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations.

GRANT PROGRAM CONSIDERATIONS

Caltrans Strategic Management Plan

The purpose of the Strategic Management Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

<https://dot.ca.gov/-/media/dot-media/programs/sustainability/documents/caltrans-strategic-mgmt-plan-033015-a11y.pdf>

California Transportation Plan 2040

The *California Transportation Plan (CTP) 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity. The next iteration of the CTP, the CTP 2050, is in the process of being finalized, with adoption expected at the end of 2020. The next Grant Application Guide will be updated to reflect the CTP 2050.

The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* outlined in the *CTP 2040*, Table 13 and Appendix 7 Technical Analysis. There are four categories of transportation GHG reduction strategies – demand management, mode shift, travel cost, and operational efficiency – that were developed based on input from the *CTP 2040* advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RTPAs.

<https://dot.ca.gov/programs/transportation-planning/state-planning/california-transportation-plan>

Modal Plans that Support the California Transportation Plan 2040

CTP 2040 is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (ITSP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The 2015 ITSP expanded the analysis from focusing on ITIP investment in interregional highways and intercity rail to analyzing the entire interregional transportation system regardless of funding source. The purpose of the plan is to be a guiding document for all investment in the interregional transportation system.

<https://dot.ca.gov/programs/transportation-planning/multi-modal-system-planning/interregional-transportation-strategic-plan>

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

<https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan>

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/toward-an-active-california-state-bicycle-pedestrian-plan>

California High-Speed Rail Business Plan

The California High-Speed Rail Authority (Authority) is required by Public Utilities Code 185033 to prepare, publish, adopt and submit a business plan to the California State Legislature (Legislature) every two years. The Authority's business plan is an overarching policy document used to inform the Legislature, the public, and stakeholders of the project's implementation, and assist the Legislature in making policy decisions regarding the project.

https://hsr.ca.gov/about/business_plans/

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the

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outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

<https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan>

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the state of California.

<https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan>

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

<https://dot.ca.gov/programs/civil-rights/title-vi>

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

<https://www.epa.gov/ejscreen>

Environmental Justice Agency Assessment 2017

The California Environmental Justice Alliance recently completed the second Environmental Justice Agency Assessment, which provides an overview of how well environmental justice issues are being integrated or championed at state agencies, and where there are areas for improvement. The assessments in this report are made in the spirit of charting a course to improving agency actions, with the ultimate goal of improving conditions that negatively impact our most vulnerable residents. This progress is needed not just for environmental justice communities, but ultimately to benefit all Californians.

https://caleja.org/wp-content/uploads/2018/05/CEJA_AgencyAssessment_2017_FinalWeb.pdf

RECOURCES TO ADVANCE SUSTAINABLE COMMUNITIES GRANT SPECIFIC OBJECTIVES

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below however, it is not intended to be all inclusive.

Advance Transportation Related GHG Reduction Project Types/Strategies

ARB 2017 Climate Change Scoping Plan, Appendix C

The California Air Resources Board (ARB) adopted the *2017 Climate Change Scoping Plan Update* which includes *Appendix C, Vibrant Communities and Landscapes – A Vision for California in 2050*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The ARB 2017 Climate Change Scoping Plan (Appendix C), also includes *Potential State-Level Strategies to Advance Sustainable, Equitable Communities and Reduce Vehicle Miles of Travel (VMT)* which outlines a list of potential additional strategies that the State could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/2030sp_appc_vmt_final.pdf

For current activities and future updates on Scoping Plan efforts, visit:

<https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan>

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to “more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.” When implemented, “traffic congestion shall not be considered a significant impact on the environment” within California Environmental Quality Act (CEQA) transportation analysis. The CEQA guidelines have since established Vehicle Miles Traveled (VMT) as one of the measures of transportation-related environmental impact, beginning December of 2018. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel.

Applicants who wish to pursue model improvements using Sustainable Communities formula or technical grants are encouraged to review available materials relating to forecasting induced travel, including those found on the Caltrans SB 743 implementation website, and refer to the example below. Refer to the Caltrans Traffic Analysis Framework for a detailed list of recommended standards for improved forecasting of induced vehicular travel.

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Examples include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies

SB 743: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation:

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/sb-743>

Addressing the Needs of Disadvantaged Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in disadvantaged communities. Supporting planning projects that benefit a disadvantaged community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit disadvantaged communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas).

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of a disadvantaged community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The tools below, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

Regionally and/or Locally Defined Disadvantaged Communities

Regionally and/or locally defined disadvantaged communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of a disadvantaged community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest in disadvantaged communities by requiring a minimum investment of twenty-five percent in disadvantaged communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

- (1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.
- (2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals Data (FRMP)

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRMP data are collected annually and can also be used to assist Sustainable Communities applicants to define their disadvantaged community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

<https://www.cde.ca.gov/ds/sd/sd/files.asp>

SB 99: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

CalEnviroScreen Version 3.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

<http://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4>

California Healthy Places Index (HPI)

The California Healthy Places Index (HPI) is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions.

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HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because the HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates “decision support layers” that can be overlaid to show additional indicators such as the California Department of Public Health’s (CDPH) climate change and health vulnerability indicators (see Appendix A. under Public Health Resources, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



<https://healthyplacesindex.org/>

Understanding the HPI Score

The HPI includes a composite score for each Census tract in the State. The higher the score, the healthier the community conditions. Each Census tract’s score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is disadvantaged for purposes of qualifying for the minimum threshold of 50 percent for disadvantaged communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. These tools can be accessed at:

Live Map: <https://map.healthyplacesindex.org/>

Direct Data: <https://healthyplacesindex.org/data-reports/>

HPI Examples		
Indicator	HDI Percentile	How will the project improve this health challenge?
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on the HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit [\https://healthyplacesindex.org/](https://healthyplacesindex.org/).

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

<https://caleja.org/2017/09/sb-1000-toolkit-release/>

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

Grant applicants are encouraged to reference the *2017 RTP Guidelines, Appendices K and L*, for best practices in addressing displacement of low income and disadvantaged communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

http://sgc.ca.gov/programs/tcc/docs/20180815-TCC_Final_GUIDELINES_07-31-2018.pdf.

Implementing Senate Bill 350 (De Leon, Chapter 547, Statutes of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes as a State priority the reduction of GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in disadvantaged communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and disadvantaged communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and disadvantaged communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

SB 350: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

<https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document>

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals

have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from “persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge of or expertise in public health.” To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and disadvantaged communities’ transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

<https://www.astho.org/Programs/Access/Community-Health-Needs-Assessments/>

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on “CCHViz”, CDPH’s interactive data visualization platform: <https://discovery.cdph.ca.gov/ohe/CCHViz/>. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH Climate Change and Health Profile Reports are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, state-sponsored research and plans.

<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>

CDPH Healthy Communities Data and Indicators Project (HCI)

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., “aspirational goals”, such as “Safe, sustainable, and affordable transportation options” or “Access to affordable and safe opportunities for physical activity”) of a healthy community through all stages of life, clustered in five broad categories (i.e., “domains”, such as “Meets the Basic Needs of All” or “Quality and Sustainability of Environment”). HCI data indicators, narratives, and visualizations are found here.

<https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx>

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from disadvantaged and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.
- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can provide assistance in reaching community-based organizations and disadvantaged and vulnerable community members.
- Collaborate with disadvantaged and vulnerable communities to design and implement programs, plans and policies. Robust engagement of disadvantaged and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principle languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, disadvantaged communities and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

Videos and Training on COVID-19 Public Engagement Best Practices and Strategies

In response to the COVID-19 pandemic, public engagement is adapting to the current environment of social distancing protocols. Applicants will need to consider how to conduct public outreach and engagement during these times. Below are some resources to help applicants evaluate the best strategy for public engagement.

- **Digital Engagement:** Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

Caltrans Planning Horizons, "Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices."

<https://youtu.be/85t9ibR2U7Q>

- **Public Engagement in Disadvantaged Communities:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies for public outreach during the COVID-19 pandemic.

<https://youtu.be/k2dPVqhlwvc>

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

To support planning for housing California's growing population, the State Department of Housing and Community Development (HCD) reviews each local government's housing element of its general plan.

- The housing element must plan to meet the local government's existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce greenhouse emissions. For example, strategies could include the promotion of higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>,
- Adopted housing element requirements, see the "Housing Element Process" section at <https://www.hcd.ca.gov/community-development/building-blocks/getting-started/before-starting.shtml>
- A local government's housing element compliance, see <http://www.hcd.ca.gov/community-development/housing-element/docs/status.pdf>
- Annual Progress Reports, see the "Annual Progress Report" section at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml>

Promote the Region's RTP/SCS, State Planning Priorities, and Climate Adaptation Goals

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers state goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

2017 RTP Guidelines (Appendix K, Page 273; Appendix L, Page 309)

The California Transportation Commission adopted the 2017 RTP Guidelines for RTPAs and 2017 RTP Guidelines for MPOs which includes Appendix K – Promoting Health and Health Equity in MPO RTPs and Appendix L – Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the State.

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program/2017-rtp-guidelines-for-mpos>

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

SB 1: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB1

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS efforts. Successful applications must be compatible with an existing adopted SCS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS efforts. The SCS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the State.

Although most rural areas of the State are not subject to SB 375 SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State and efforts to match GHG reduction targets and other goals embodied in SCSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

<https://ww2.arb.ca.gov/our-work/topics/sustainable-communities>.

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/complete-streets>

Smart Mobility Framework

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/smart-mobility-framework>

Climate Ready Transportation

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019 to redouble the state's "efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable and more inclusive economy, including:

- Reducing greenhouse gas emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent
- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over \$5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and greenhouse gas emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

<https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf>

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies

(Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency across California.

ICARP Website: <http://www.opr.ca.gov/planning/icarp/>

SB 246: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

The Governor's Office of Planning and Research, with input from the Integrated Climate Action and Resiliency Program (ICARP) Technical Advisory Council, developed a resource guide for practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

<http://opr.ca.gov/planning/icarp/vulnerable-communities.html>

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. The website above provides a host of resources, including example Climate Action Plans and templates.

<http://www.ca-ilg.org/climate-action-plans>

Safeguarding California

Safeguarding California is the strategy that organizes state government climate change adaptation activities.

<http://resources.ca.gov/climate/safeguarding/>

CalAdapt

Cal-Adapt provides a view of how climate change might affect California. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

<http://cal-adapt.org/>

California Climate Adaptation Planning Guide

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

<http://resources.ca.gov/climate/safeguarding/local-action/>

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several State agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for State agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our State's transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Cover Sheet, Signature Page, and Checklist
- Application Narrative
- Scope of Work and Checklist
- Cost and Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via e-mail in one single PDF document. Keep the file name brief, as files become corrupt when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats.

Required Documents	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Application Cover Sheet
	Signature Page (Electronic signatures accepted)
	Application Narrative
	Scope of Work
	Project Timeline
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data



Sustainable Transportation Planning Grant Program
 GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION				FY 2021-22		
Grant Category (choose only one)						
<input checked="" type="checkbox"/>	Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			<input checked="" type="checkbox"/>	Strategic Partnerships (MPOs and RTPAs only)	
	Sustainable Communities Competitive (11.47% Local Match requirement)				Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)	
	Sustainable Communities Competitive Technical (11.47% Local Match requirement)				Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)	
Application Submittal Type (choose only one)						
<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Prior Phases	<input checked="" type="checkbox"/>	Re-Submittal	
	New Application		Continuation of a prior project. If so, list the project title below.		Re-submittal from a prior grant cycle. If so, list below how many times grantee has submitted an application for this project	

PART B. PROJECT INFORMATION					
Project Title and Location					
Project Title					
Project Location (City)		Project Location (County)			
PART D: Funding Information					
1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator					
<input type="checkbox"/> Minimum Local Match <input type="checkbox"/> Over-Match					
2. What is the source of Local Match funds being used? (MPOs – Federal Toll Credits, PL, and FTA 5303 Funds <u>cannot</u> be used to match Sustainable Communities Competitive)					
<input type="checkbox"/> Local Transportation Funds <input type="checkbox"/> Local Sales Tax <input type="checkbox"/> Special Bond Measures					
<input type="checkbox"/> Other, specify: <input type="text"/>					
Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$	\$	\$	\$		\$



Sustainable Transportation Planning Grant Program
 GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION

	Applicant	Sub-Applicant	Sub-Applicant
Organization (legal name)			
Street Address			
Phone Number			
City			
Zip Code			
Executive Director Name			
Title			
Contact Person Name			
Contact Person Title			
Phone Number			
Contact E-mail address			

PART D. COMPLIANT HOUSING ELEMENT

City/County Applying for Sustainable Communities Grants	Yes (X)	No (X)
Does the City/County have a compliant Housing Element?		
Has the City/County submitted Annual Progress Report to HCD for calendar years 2018 and 2019?		



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART E. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.
 Search by address: <http://findyourep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART F. LETTERS OF SUPPORT

List all letters of support received for the proposed project.

Name/Agency	Name/Agency



Sustainable Transportation Planning Grant Program
 GRANT 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.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	



Sustainable Transportation Planning Grant Program
 SUSTAINABLE COMMUNITIES - GRANT APPLICATION
 NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2021-22
Project Information		
Organization (legal name)		
Project Title		
Project Area Boundaries		
Application Narrative		
<p>1. Project Description 150 words maximum (10 points) Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. Do not exceed the space provided.</p>		
<p>2A. Project Justification (15 points)</p> <ul style="list-style-type: none"> • Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. • List the ramifications of not funding this project. • Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). • Competitive applications support the need for the project with empirical data. • Describe how this project addresses issues raised • Define the public benefit • Explain how the public was involved with identifying issues • Describe the impact of not funding the project • Do not exceed the space provided 		



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2B. Disadvantaged Communities Justification (5 points)

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities.
- Explain how the proposed project addresses the needs of the disadvantaged community.
- Describe how disadvantaged communities will benefit from the proposed planning project.
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community.
 - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- **Do not exceed the space provided.**

2C. Disadvantaged Communities Engagement (5 points)

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities.
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement.
- **Do not exceed the space provided.**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable).
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.).
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided.**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided.**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (Safeguarding California)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided.**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement.
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement.
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project.
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort.
- **Do not exceed the space provided.**

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
 - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.
- **Do not exceed the space provided.**

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
- **Do not exceed the space provided.**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

4A. Scope of Work (15 points)

4B. Project Timeline (15 points)



Sustainable Transportation Planning Grant Program
 STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2021-22
Project Information		
Organization (legal name)		
Project Title		
Project Area Boundaries		

Application Narrative	
<p>1. Project Description 150 words maximum (10 points) Briefly summarize the project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. Do not exceed the space provided.</p>	
<p>2. Project Justification (30 points)</p> <ul style="list-style-type: none"> • Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. • List the ramifications of not funding this project. • Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). • Competitive applications support the need for the project with empirical data. • Describe how this project addresses issues raised. • Describe the impact of not funding the project. • Do not exceed the space provided. 	
<p>3. Grant Specific Objectives (Total 20 points) Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:</p> <ul style="list-style-type: none"> • Caltrans Strategic Management Plan • California Transportation Plan (CTP) 2040 • Modal Plans that Support the CTP 2040 • Title VI and Environmental Justice 	



Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

<p>3A. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 4.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.)Do not exceed the space provided.
<p>3B. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects).Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project.Do not exceed the space provided.
<p>3C. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal strengthens government-to-government relationships.Outline the entities involved with the proposed project and how partnerships will be strengthened as a result.Do not exceed the space provided.
<p>3D. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal results in programmed system improvements.Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.Do not exceed the space provided.
<p>3. Project Management (Total 40 points)</p> <p>See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants</p>
<p>4A. Scope of Work (20 points)</p>
<p>4B. Cost and Schedule (20 points)</p>

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. Task **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	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided and in Microsoft Word format.
	Include the activities discussed in the grant application.
	List all tasks using the same title as stated in the Project Cost and Schedule.
	Include task numbers in accurate and proper sequencing, consistent with the Project Cost and Schedule.
	Ensure that sub-task numbers are not included.
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
	Include a thorough and accurate narrative description of each task.
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task for the <u>grantee only</u> .
	Public outreach task must include detailed public participation and services to diverse communities.
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment.
	Must include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback. (Excludes technical projects)
	The final product must include a summary of next steps your agency will take towards implementing the project.
	Achievable project deliverables must be listed for each Task.
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide.

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	
Project Title	
Organization (legal name)	

Introduction

[Provide a detailed summary of the grant project]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Attachment III

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with: state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
[List achievable deliverables for this Task]
Examples: Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

Task 3: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Analysis

Task 4: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)

Attachment III

Task 5: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 6: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 7: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Project Cost and Schedule Checklist

The Project Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Project Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Project Cost and Schedule	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided (do not alter the template).
	List all tasks with the same title as stated in the Scope of Work.
	Include task numbers in proper sequencing, consistent with the Scope of Work.
	Ensure that sub-task numbers are not included.
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> •Project kick-off meeting between the grantee and Caltrans at the start of the grant •Invoicing and quarterly reporting to Caltrans •DBE Reporting (federal grants only)
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee only.
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided.
	The total Local Match amount must meet the minimum required Local Match for the specified Grant Category
	Each task must include a grant amount and local match amount (excluding Tasks 01 and 02).
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2021-22 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task.
	State a realistic total cost for each task based on the work that will be completed.
	Start the timeframe at the beginning of the grant period (July 2021 for MPO/RTPAs; October/November 2021 for non-MPO/RTPAs).
	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) and type of funds (State or federal). See Grant Application Guide, Chapter 8.2, for more details).

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Project Cost and Schedule, and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance.

Third-Party In-Kind Valuation Plan	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided (do not alter the template).
	Name the third party in-kind local match provider.
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the project timeline.
	Identify consistent in-kind local match amount also reflected on the Grant Application Cover Sheet.

Attachment III

California Department of Transportation
Sustainable Transportation Planning Grant Program
THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
 Grant Fiscal Year
 Project Title
 Organization

Task	Activity	Title	Name of In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
Total In-kind Match:							\$0

Explain how the third party in-kind match will be documented for accounting purposes:

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however it is required upon award as a condition of grant acceptance.

Local Resolution	
(x)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	NOT be more than a year old, or it will not be accepted (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION
NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING
THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE

1

CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE
CITY OF CAN DO COMPLETE STREET PLAN

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of January, 2021.

3

4



John Doe,
Chair

ATTEST:



Eileen Wright, Executive Director

APPENDIX C. CALTRANS/REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants District Contact List

DISTRICT	CONTACT	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Mendocino and Lake Counties Rex Jackman (707) 445-6412 Email: rex.jackman@dot.ca.gov Del Norte and Humboldt Counties Kevin Tucker (707) 441-5770 Email: kevin.tucker@dot.ca.gov	<ul style="list-style-type: none"> • Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 229-0517 Email: kathy.grah@dot.ca.gov	<ul style="list-style-type: none"> • Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	Sacramento and Yolo Counties Alex Fong (530) 634-7616 Email: alexander.fong@dot.ca.gov Butte, Colusa, Glenn, Sierra, Sutter, and Yuba Counties David Smith (530) 634-7799 Email: david.j.smith@dot.ca.gov El Dorado, Nevada, Placer, Tahoe Basin Kevin Yount (530) 741-4286 Email: kevin.yount@dot.ca.gov	<ul style="list-style-type: none"> • Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becky Frank (510) 960-0883 Email: becky.frank@dot.ca.gov Stephen Conteh (510) 960-0887 Email: stephen.conteh@dot.ca.gov	<ul style="list-style-type: none"> • Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Hana Mengsteab (805) 835-6520 Email: hana.mengsteab@dot.ca.gov	<ul style="list-style-type: none"> • Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Association of Monterey County Bay Area Governments • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 445-5421 Email: lorena.mendibles@dot.ca.gov Edgar Hernandez (559) 488-4168 Email: edgar.hernandez@dot.ca.gov	<ul style="list-style-type: none"> • Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Caltrans Sustainable Transportation Planning Grants District Contact List - continued

DISTRICT	CONTACT	MPO/RTPA
<p>DISTRICT 7 100 S. Main Street Los Angeles, CA 90012</p>	<p>Jonathan Palacio (213) 265-0341 Email: jonathan.palacio@dot.ca.gov</p> <p>Tina San (213) 310-2776 Email: tina.san@dot.ca.gov</p> <p>Benjamin Medina (213) 310-2804 Email: benjamin.medina@dot.ca.gov</p> <p>Rebecca Sanchez (213) 265-0273 Email: rebecca.sanchez@dot.ca.gov</p>	<ul style="list-style-type: none"> • Southern California Association of Governments
<p>DISTRICT 8 464 W. 4th Street Mail Station 722 San Bernardino, CA 92401</p>	<p>Ricky Rivers (909) 806-3298 Email: ricky.rivers@dot.ca.gov</p> <p>Stephanie Gallegos (909) 383-4057 Email: stephanie.gallegos@dot.ca.gov</p>	<ul style="list-style-type: none"> • Southern California Association of Governments
<p>DISTRICT 9 500 S. Main Street Bishop, CA 93514</p>	<p>Mark Heckman (760) 872-1398 Email: mark.heckman@dot.ca.gov</p>	<ul style="list-style-type: none"> • Inyo LTC • Mono LTC • Eastern Kern (COG)
<p>DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201</p>	<p>Mountain Counties Kevin Schroder (209) 986-9635 Email: kevin.schroder@dot.ca.gov</p> <p>Merced, San Joaquin, Stanislaus Counties Tom Dumas (209) 941-1921 Email: tom.dumas@dot.ca.gov</p>	<ul style="list-style-type: none"> • Alpine County LTC • Amador CTC • Calaveras COG • Mariposa LTC • Merced CAG • Tuolumne CTC • San Joaquin COG • Stanislaus COG
<p>DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110</p>	<p>Barby Valentine (619) 987-3580 Email: barbara.valentine@dot.ca.gov</p>	<ul style="list-style-type: none"> • San Diego Association of Governments • Southern California Association of Governments
<p>DISTRICT 12 1750 E. 4th Street Santa Ana, CA 92705</p>	<p>Scott Shelley (657) 328-6164 Email: scott.shelley@dot.ca.gov</p> <p>Cole Iwamasa (657) 328-6540 Email: cole.iwamasa@dot.ca.gov</p>	<ul style="list-style-type: none"> • Southern California Association of Governments

REQUEST FOR PROPOSALS – RFP NO. 2023-715136
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE
HUMBOLDT BAY TRAIL PLANNING STUDY:
EUREKA TO COLLEGE OF THE REDWOODS PROJECT

ATTACHMENT B – SIGNATURE AFFIDAVIT
(Submit with Proposal)

REQUEST FOR PROPOSALS – NO. 2023-715136	
SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 6250, *et seq.*, defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. 2023-715136 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

**REQUEST FOR PROPOSALS – RFP NO. 2023-715136
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE
HUMBOLDT BAY TRAIL PLANNING STUDY:
EUREKA TO COLLEGE OF THE REDWOODS PROJECT**

**ATTACHMENT C – REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	

General Description of Scope of Work:		
Applicant Tracking System Implementation Date:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

REQUEST FOR PROPOSALS – RFP NO. 2023-715136
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE
HUMBOLDT BAY TRAIL PLANNING STUDY:
EUREKA TO COLLEGE OF THE REDWOODS PROJECT

ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

This Agreement, entered into this ____ day of _____, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY has entered into a Restricted Grant Agreement (Exhibit A – Restricted Grant Agreement No. 74A1304) with Caltrans to conduct a planning study for extending the Humboldt Bay Trail from Eureka to College of the Redwoods (Project); and

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services, desires to retain a qualified professional to provide professional planning and technical support services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit B – Scope of Services, Exhibit C – Project Schedule, Exhibit D – Project Budget and Exhibit E – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONSULTANT’s compliance with the

terms and conditions of this Agreement, CONTRACTOR shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within seven (7) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until December 31, 2024, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily rendered pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [] Dollars (\$, .). In no event shall the maximum amount paid under this Agreement exceed [] Dollars (\$, .) for fiscal year 20[]-20[] and [] Dollars (\$, .) for fiscal year 20[]-20[]. CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit E – Billing Rate Schedule.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Div.
Attention: Hank Seemann, Deputy-Director
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Environmental Services Div.
Attention: Hank Seemann, Deputy-Director
1106 Second Street
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT will cooperate with a corrective action plan, if

deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components

as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, if applicable, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for

damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of,

CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONTRACTOR agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall

be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed hereunder which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

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27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said

party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Thomas K. Mattson, Director
Department of Public Works

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Manager

LIST OF EXHIBITS:

- Exhibit A – Restricted Grant Agreement
- Exhibit B – Scope of Services
- Exhibit C – Project Schedule
- Exhibit D – Project Budget
- Exhibit E – Billing Rate Schedule

EXHIBIT A
RESTRICTED GRANT AGREEMENT

EXHIBIT B
SCOPE OF SERVICES

[Name of Consultant]

For Fiscal Years 20[]-20[] through 20[]-20[]

EXHIBIT C
PROJECT SCHEDULE

[Name of Consultant]

For Fiscal Years 20[]-20[] through 20[]-20[]

EXHIBIT D
PROJECT BUDGET

[Name of Consultant]

For Fiscal Years 20[]-20[] through 20[]-20[]

EXHIBIT E
BILLING RATE SCHEDULE

[Name of Consultant]

For Fiscal Years 20[]-20[] through 20[]-20[]