

LASSEN COUNTY TRANSPORTATION COMMISSION

REGIONAL TRANSPORTATION PLANNING AGENCY



Matthew C. Boyer, Executive Secretary

Office:
1631 Alhambra Boulevard,
Suite 100

Date Posted: November 14, 2018

Phone: (530) 953-8857

To: THE LASSEN COUNTY TRANSPORTATION COMMISSION:

Brian Moore (City Council)
Brian Wilson (City Council)
Joe Franco (City Council)

Tom Hammond (Co. Supervisor)
Jeff Hemphill (Co. Supervisor)
David Teeter (Co. Supervisor)

Subject: **REGULAR MEETING**

of the

LASSEN COUNTY TRANSPORTATION COMMISSION

A special meeting of the Lassen County Transportation Commission has been scheduled for **Monday, November 19, 2018 at 1:00 p.m.** The meeting will be held at the City of Susanville Council Chambers, 66 North Lassen Street, Susanville, CA.

The Agenda is as follows.

Page **(1) CONVENE**

1.1 Pledge of Allegiance

1.2 Adoption of the Agenda and Approval of the Consent Calendar: **Motion Required**

The Commission may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Commission member may request an item be removed from the Consent Calendar for discussion and separate Commission action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Commission action.

1.21 Minutes Approval:

October 1, 2018 Special Meeting *

1.22 Fiscal Year 2018/19 Overall Work Program Amendment #1*

REQUESTED ACTION:

Adopt Resolution 19-05 approving Amendment #1 to the Fiscal Year 2018/19 Overall Work Program and Budget.

1.23 National Highway System Pavement & Bridge Targets*

REQUESTED ACTION: Adopt statewide pavement and bridge targets.

1.24 Approval of County Auditor Format Budgets *

REQUESTED ACTION: Adopt budgets for the Local Transportation Fund, State Transit Assistance Fund, Funds in Trust, and the Commission Operating Budget, in the format requested by the County Auditor, consistent with prior Commission approvals.

(2) CORRESPONDENCE/PUBLIC COMMENT

(3) REPORTS

3.1 Reports from Caltrans, CHP, City of Susanville, County of Lassen, and LCTC Staff

- Caltrans Report
- California Highway Patrol (CHP) Report
- City of Susanville Report
- County of Lassen Report
- Susanville Indian Rancheria Report
- Executive Secretary Report (LCTC Staff)

(4) NEW BUSINESS

4.01 ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Pursuant to Government Code section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Secretary

4.02 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4.10 ACTION/DISCUSSION ITEMS

4.11 Supplemental Allocation for Skyline Boulevard – Phase 2 Project *

ACTION REQUESTED: BY MOTION, authorize the Executive Secretary to work with the California Transportation Commission to process a supplemental allocation for Construct in the amount of \$1,550,000.00.

4.12 Approval of Contract for US 395 Coalition and Implementation Plan *

ACTION REQUESTED: BY MOTION, Authorize the Executive Secretary to execute a contract with Mark Thomas, for an amount not to exceed \$99,671.00, to prepare the US 395 Coalition and Implementation Plan.

4.13 Authorization to Execute Contract for Independent Auditing Services *

ACTION REQUESTED: BY MOTION, authorize the Executive Secretary to execute a contract for Independent Auditing Services in an amount not to exceed \$25,000.00.

4.14 Vehicle Speed Feedback Signs*

REQUESTED ACTION: BY MOTION, direct staff to work with County of Lassen staff to present a status report to the Board of Supervisors, with one option being the County assuming responsibility for the on-going maintenance and operation of the existing unincorporated vehicle speed feedback signs.

(5) INFORMATION ITEMS

5.01 Caltrans Discretionary Strategic Partnerships Grant Application: US 395

5.02 Update: State Route 36 Complete Street and Safe Mobility Study

5.03 October 2018 Invoice for Executive and Staffing Services *

5.04 Summary of Commission Activities: September 2017 through October 2018 ^

5.05 Final 2018 State Route 36 Capital Maintenance (CAPM) Project Update *

(6) CORRESPONDENCE

6.01 Don Reynolds regarding Discontinuation of Services *

(7) OTHER BUSINESS

7.1 Matters brought forth by the Commission

7.2 Next Regular Commission Meeting – **Monday, January 14, 2019 at 1:00 p.m.**

7.3 Adjourn

* Attachment

Enclosure

^ Handout

ITEMS TENTATIVELY SCHEDULED FOR FUTURE MEETINGS:

January 2019

- Regional Surface Transportation Program (RSTP) Exchange Funds Programming
- Update - State Route 36 Complete Street and Safe Mobility Study
- Update - US 395 Corridor Improvements

- Budget reconciliation with County system
- City of Susanville Fiscal Year 2018/19 Claim for Article 3 Transportation Development Act Bicycle and Pedestrian Funds

March 2019

- Presentation of Susanville Indian Rancheria Long Range Transportation Plan
- Preliminary Local Transportation Fund and State Transit Assistance Fund Apportionments
- Unmet Transit Needs Determinations
- Fiscal Year 2017/18 Independent Audits
- Inter-Agency Agreement between LCTC and Lassen County Auditor's Office

May 2019

- Final Local Transportation Fund and State Transit Assistance Fund Apportionments
- Local Transportation Fund and State Transit Assistance Fund Claims
- Approval of Fiscal Year 2019/2020 Overall Work Program and Budget
- Approval of County-Format Budgets

LASSEN COUNTY TRANSPORTATION COMMISSION

MINUTES

Special Commission Meeting

October 1, 2018

Lassen County Board of Supervisor Chambers
707 Nevada Street, Susanville, CA

1:00 P.M. Open Session

1:00 P.M. OPEN SESSION

1. Convene

The Chair called the meeting to order at 1:33 P.M. and the Pledge of Allegiance to the Flag was recited.

Roll Call: Present: Hammond, Hemphill, Schuster (Alternate), Teeter
Absent: Franco, Moore, Wilson

1.2 Adoption of Agenda and Approval of Consent Calendar:

It was moved by Commissioner Hammond and seconded by Commissioner Hemphill that the Commission adopt the agenda and approve the Consent Calendar without modification. The motion was passed by the following vote:

AYES: Hammond, Hemphill, Teeter, Schuster
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

1.21 Minutes Approval of June 25, 2018 Special Meeting

Adopted Minutes of the June 25, 2018 Special Meeting.

1.22 Fiscal Year 2018/19 Local Transportation Fund Claim for Article 4 Apportionment

Approved the Lassen Transit Service Agency's Fiscal Year 2018/2019 Local Transportation Fund claim for Article 4 Apportionment.

1.23 Change of Regular Meeting Schedule to Odd-Numbered Months

Approved change of regularly-scheduled LCTC meetings to occur every other month, on odd-numbered months.

2. CORRESPONDENCE/PUBLIC COMMENT

No written communications were received. There was no public comment.

3. REPORTS

3.1 Caltrans

Tamara Rich reported that applications for the Sustainable Communities Grant and Strategic Partnerships programs are due November 30, 2018.

Commissioners asked her if the contractor engaged in the CAPM work through Susanville would be finishing up current work activities prior to shutting down for the winter. She responded that it was her understanding that was the case.

3.2 CHP

No report was provided.

3.3 City of Susanville

No report was provided.

3.4 Lassen County

No Report was provided.

3.5 Susanville Indian Rancheria

No report was provided.

3.6 Executive Secretary

No report was provided.

3.7 Summary of Commission Financial Activities

No items of note.

4. New Business

4.01 Announcement of Items to be Discussed in Closed Session

No items were identified for closed session.

4.02 Announcement of Action Taken in Closed Session

No action was taken.

4.10 Action/Discussion Items

4.11 Policy Requiring Commission Concurrence on State Transportation Improvement Program Requests

The Executive Secretary requests that the Commission adopt Resolution 19-01 approving the policy requiring Executive Secretary concurrence on STIP Allocation Requests prior to submittal to Caltrans and the California Transportation Commission (CTC). David Knaut of Lassen County Transit supported the requested action.

It was moved by Commissioner Schuster and seconded by Commissioner Hemphill to approve the item as presented. The motion was passed with the following vote:

AYES: Hammond, Schuster, Hemphill, Teeter
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

4.12 Reallocation of Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bus Purchases

The Executive Secretary recommends that the Commission adopt Resolution 19-02 authorizing the Executive Secretary of the Lassen County Transportation Commission to sign all documents related to reallocation of \$320,000 in Public Transportation Modernization, Improvement, and Service Enhancement Account funds from the Bus Stop Improvements 2017 project, and remaining funds from the 2016 Rolling Stock project to the new 2018 Rolling Stock project. David Knaut of Lassen County Transit supported the request.

It was moved by Commissioner Hemphill and seconded by Commissioner Hammond to approve the item as presented. The motion was passed with the following vote:

AYES: Hammond, Schuster, Hemphill, Teeter
NOES: None

ABSENT: Franco, Moore, Wilson
ABSTAIN: None

4.13 Amended FY 2017/18 State Transit Assistance Apportionment and Claim

The Executive Secretary recommends that the Commission approve Resolution 19-03 Amending the Fiscal Year State Transit Assistance Apportionment and approve the related claim from Lassen Transit Services Agency.

It was motioned by Commissioner Hammond and seconded by Commissioner Schuster to approve the item while staff continues to work with the State. The motion was passed by the following vote:

AYES: Schuster, Hammond, Hemphill, Teeter
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

4.14 Approval of Contract for Outside Consulting Services for the State Route 36 Complete Street and Safe Mobility Study

The Executive Secretary requests that he be authorized to execute a contract with Mark Thomas, for an amount not to exceed \$188,650, to prepare the State Route 36 Complete Street and Safe Mobility Study. John Clerici thanked those involved in the interview panel with their efforts in reviewing the four proposals, and making the final selection. He noted that he had worked with the selected firm, and had found them well suited for this type of work.

It was moved by Commissioner Hammond and seconded by Commissioner Schuster to approve the item as presented. The motion was passed by the following vote:

AYES: Hammond, Schuster, Hemphill, Teeter
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

4.15 Fiscal Year 2018/19 State of Good Repair (SGR) Projects

The Executive Secretary requests that the Commission adopt Resolution 19-04 approving the list of projects for the FY 2018/19 State of Good Repair Program. It was noted by Chair Teeter that this list had been reviewed and discussed previously by the Commission.

It was moved by Commissioner Hammond and seconded by Commissioner Hemphill to approve the item as presented. The motion was passed by the following vote:

AYES: Hammond, Schuster, Hemphill, Teeter
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

4.16 Date and time for November 2018 Meeting

The Executive Secretary requested the Commission identify and approve an alternate date and time for the November meeting. After discussion the Commission selected November 19, 2018, at 1:00 PM.

It was moved by Commissioner Hemphill and seconded by Commissioner Hammond to approve the item as presented. The motion was passed by the following vote:

AYES: Hammond, Schuster, Hemphill, Teeter
NOES: None
ABSENT: Franco, Moore, Wilson
ABSTAIN: None

5. Information Items

5.01 Update: US 395 Corridor Improvements

Commissioner Hammond provided an update on his efforts to build a regional/bi-state coalition, focused on the Sierra Army Depot and the traffic and commerce associated with it, to help secure funding for US 395 corridor improvements. He expressed some concern regarding Commission staff response to providing information materials, and securing space on a future Washoe County Board of Commissioners agenda. Commission staff reiterated that the current procurement of professional services is needed to have the resources to engage in needed, comprehensive coalition building and advocacy program, related to advancing US 395 improvements.

5.02 July 2018 Invoice for Executive and Staffing Services

5.03 August – September 2018 Invoice for Executive and Staffing Services

6. Correspondence

6.01 Letter to District 2 Director regarding Vehicle Speed Feedback Sign

7. Other Business

7.1 Matter brought forth by the Commission

Commissioner Hemphill inquired if the striping on US 395 at the Northern exit to Janesville could be re-evaluated. Currently the striping allows for passing in both directions (broken yellow line), but in the southerly direction the rise in the highway does not allow for a long enough line of site. The other direction is fine. Mike Mogen from Caltrans said he would take the issue to the traffic operations staff to see what, if anything could be done. Commissioner Hammond also mentioned that the passing lane just to the east of that location ends rather abruptly which can make for unsafe merges.

Commissioners again expressed concern about the seasonal close out for the CAPM work being finished up this season. Mike Mogen confirmed that all work would be completed within two weeks. He also confirmed that all work done in the Susanville commercial core, would be done at night to minimize disruptions to commerce.

Commissioner Hammond expressed concern about road delays in the vicinity of Janesville on US 395 during recent construction. Noting that at times they were 45 minutes or longer. Mike Mogen apologized on behalf of Caltrans for that, and said that it was a mistake in the contract and would not be repeated next construction season.

Commissioner Schuster thanked Larry Millar for addressing a traffic problem.

7.2 Next Regular Commission Meeting

Next Regular meeting of the LCTC will be Monday, November 19, 2018 at 1:00 p.m.

7.3 Adjourn

The meeting was adjourned at 1:55 p.m.

Submitted for approval by:

Matthew C. Boyer
Executive Secretary



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD
SACRAMENTO, CA 95816
SUITE 100

Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (916) 759-2268

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 1.22

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary

Subject: Fiscal Year 2018/19 Overall Work Program and Budget Amendment #1

REQUESTED ACTION

Adopt Resolution 19-05 approving Amendment #1 to the Fiscal Year 2018/19 Overall Work Program and Budget.

PAST ACTION

At your June 2018 meeting, the Commission approved the Fiscal Year (FY) Overall Work Program and Budget.

DISCUSSION

Attachments 1 through 4 show the Adopted FY 2018/19 budget, correspondence from Caltrans on actual carry-over planning funds the proposed Amendment #1 to the FY 2018/19 Budget. Changes from the adopted Budget are as follows.

1. Correct the the following carry-over funds from budget estimates to year-end actuals.

Regional Planning Assistance (prior year carryover)	\$ 3,507.43
State Highway Account (Susanville Indian Rancheria Planning Grant)	\$ 25,934.74
2. Increase Professional Services for the independent audit, related to the end of services with Don Reynolds, CPA, from \$13,000.00 to \$25,000.00.
3. Re-Allocate remaining funds from the State Route 36 Sustainable Communities Grant (Work Element 701) to the City in the amount of \$11,395.00 and reduce the “Professional Services – Consultant” by \$11,395.00.
4. Add the Triennial Performance Audit, as a carry-over activity from Fiscal Year 2017/18 with a budget of \$25,000.

The Commission is projected to still have a FY 2018/19 budget surplus of \$15,062.43. The Commission may need to adopt a subsequent budget amendment in January to reconcile the Commission budget with financial information in the County Auditor’s system.

ALTERNATIVES

Provide direction to staff.

Attachments (5)

DEPARTMENT OF TRANSPORTATION
 DIVISION OF TRANSPORTATION PLANNING
 P.O. BOX 942874, MS-32
 SACRAMENTO, CA 94274
 PHONE (916) 653-1637
 FAX (916) 653-0001
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 www.dot.ca.gov



*Making Conservation
 a California Way of Life.*

August 24, 2018

Mr. Matt Boyer
 Executive Secretary
 Lassen County Transportation Commission
 1631 Alhambra Blvd, Suite 100
 Sacramento, CA 95816

Dear Mr. Boyer:

This letter confirms the amount of unexpended California Rural Planning Assistance (RPA) and State Highway Account (SHA) funding available to the Lassen County Transportation Commission after the end of the **2017-18** fiscal year:

Rural Planning Assistance (RPA):	\$3,507.43
SHA Grant:	
WE 613	<u>\$25,934.74</u>
Total Planning Grant Funds Available:	<u>\$29,442.17</u>

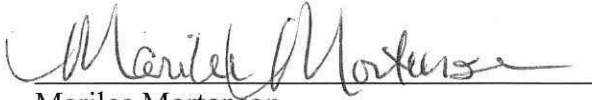
If you agree with the balance shown above, please sign at the bottom of this letter and return the **original copy** to:

Rosie Flores
 Chief, Fiscal Management Branch
 Office of Regional Planning
 Division of Transportation Planning
 Department of Transportation
 P.O. Box 942874, MS-32
 Sacramento, CA 94274-0001

If you have any questions or need additional information, please contact Tamara Rich, District 2—Regional Planning Liaison for the Lassen County Transportation Commission at (530) 225-3553 or Gilbert Valencia, HQ Liaison at (916) 653-3076.

Sincerely,

Mr. Matt Boyer
August 24, 2018
Page 2



Marilee Mortenson
Acting Chief, Office of Regional Planning
Division of Transportation Planning



Tom Balkow
Planning Deputy District Director
District 2

I concur with the above balances:



Mr. Matt Boyer
Executive Secretary
Lassen County Transportation Commission

9/8/2018

Date

Lassen County Transportation Commission
AMENDMENT #1 Fiscal Year (FY) 2018/19 Budget - November 14, 2018

Work Element Name	100	601	602	603	604	613	701	702
	Administration and Coordination	Regional Transportation Planning	Regional Transportation Programming	Community Engagement and Outreach	Transportation Development Act	Susannah Indian Rancheria Sustainable Communities Grant	Sustainable Communities Grant - SR 36	US 395 Corridor Improvement
Expenditures								
Professional Services - Consultant Executive Secretary and Staff	\$ 3,000.00	\$ 147,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,000.00			
Professional Services - Legal Counsel	\$ 5,000.00	\$ 5,000.00			\$ 25,000.00			
Professional Services - Independent Audit					\$ 25,000.00			
Professional Services - Triennial Performance Audit					\$ 25,000.00			
Professional Services - Consultants							\$ 188,650.00	\$ 100,000.00
Professional Services - Inter-Agency Trail Coordinator		\$ 25,000.00						
Memberships				\$ 4,000.00				
Training / Conferences	\$ 1,000.00							
Travel	\$ 2,000.00							
Agreement - Rancheria	\$ 29,294.86					\$ 29,294.86		
Agreement - City of Susanville	\$ 11,395.00					\$ 11,395.00		
Total Expenditures	\$ 11,000.00	\$ 177,000.00	\$ 20,000.00	\$ 25,000.00	\$ 54,000.00	\$ 29,294.86	\$ 200,045.00	\$ 100,000.00
Revenues								
Rural Planning Assistance (RPA)		\$ 163,507.43	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00			
Local Transportation Fund (LTF)	\$ 11,000.00				\$ 29,000.00			
PPM		\$ 28,555.00					\$ 22,945.00	\$ 100,000.00
Sustainable Communities Grant						\$ 25,934.74	\$ 177,100.00	
Grant Local Match						\$ 3,360.12		
Total Revenues	\$ 11,000.00	\$ 192,062.43	\$ 20,000.00	\$ 25,000.00	\$ 54,000.00	\$ 29,294.86	\$ 200,045.00	\$ 100,000.00
Net (Revenues - Expenditures)	\$ -	\$ 15,062.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Work Element 100 Administration and Coordination

Purposes

1. To provide for efficient and effective administration and implementation of programs, projects and funds.
2. To provide clerical and administrative support to the LCTC and its advisory groups.
3. To manage day-to-day operations and ensure compliance with applicable laws, rules and regulations.
4. To encourage involvement and feedback during the continuous regional planning process, and to ensure compliance with State and Federal requirements.
5. To coordinate regional transportation planning through consultation and collaboration with the City of Susanville, the Susanville Indian Rancheria, and other agencies.

Tasks

1. Prepare OWP, amendments, invoices, and reports for 2018/2019.
2. Provide general support to Lassen County Transportation Commissioners, stakeholders, and the public in response to inquiries.
3. Participate in meetings/workshops such as: Lassen County Transportation Commission; Social Services Technical Advisory Council; Caltrans, Regional Transportation Planning Agency working group, the California Transportation Commission, and CalACT.
4. Coordinate meetings, programs, and activities between County, City, Tribal Governments, and State and Federal agencies to achieve comprehensive planning.
5. Prepare annual budget and monitor approved budget; prepare financial and management reports for the LCTC.

Products (Target due date are in parentheses)

1. 18/19 OWP Quarterly invoices, reports and related documents. (Quarterly)
2. Draft Overall Work Program, FY 19/20. (March 1, 2019)
3. Final Overall Work Program, FY 19/20. (May 31, 2019)
4. Independent audits (December 31, 2018)
5. Agendas, minutes, and notices to Transportation Commission. (Monthly)

Revenues		Expenditure	
	\$23,000.00		\$15,000.00
Local Transportation Fund	\$11,000.00	Consultant - Staff	\$3,000.00
		Legal Counsel	\$5,000.00
		Memberships	\$1,000.00
		Training/Conferences	\$2,000.00
Total:	\$23,000.00	Total:	\$23,000.00
	\$11,000.00		\$11,000.00

Work Element 601 *Regional Transportation Planning*

Purposes

1. As needed, update the 2017 Regional Transportation Plan (RTP), to ensure compliance with changing requirements and project needs.
2. To determine policies, safety needs, deficiencies and improvement programs for streets, roads and highways in the region, coordinating with local partners and Caltrans.
3. To assure the coordination of all modes of transportation within the planning process of Lassen County is accomplished.
4. To perform regional planning activities necessary to ensure safety and security in the transportation planning process.
5. Improve mobility and access using available mass transportation resources.
6. To coordinate among public, private, Tribal and social service transportation providers to improve connectivity, enhance passenger safety, operating efficiency and regional mobility.
7. To provide an efficient transit system responsive to the needs of County residents.
8. To assist in airport planning studies leading toward upgrading and/or maintaining existing aviation service.
9. To assist in pedestrian and bicycle planning studies leading toward new and/or maintaining existing routes.

Previous Work

The LCTC adopted the 2017 Regional Transportation Plan (RTP) with the assistance of a consultant. The LCTC supports the maintenance of data, such as Pavement Management Systems, traffic counts, transit data, and other programs to assist in the development of performance measures and the next RTP. LCTC staff has worked with local agencies and the SIR to prioritize local projects in the 2018 RTIP submittal.

The LCTC has partnered with other Counties in District 2 to coordinate efforts to link regional transit services and allow for on-line trip generation and planning. This trip planning tool makes it possible for riders to connect seamlessly between regional transit providers.

Significant tasks performed under this work element include the planning efforts of the Interagency Trail Corridor. These include working with the BLM on an abandoned Union Pacific Rail Line between Alturas and Wendel, conducting the universal trail assessment process on several trails in Susanville Ranch Park, and coordination with local officials to determine needs for specific projects. Work toward the establishment of a trail inventory catalog for trails in the County, specifically in the Susanville Ranch Park, was also completed.

Tasks

1. Review Goals and Policies set forth in the Regional Transportation Plan (RTP), including long-range (20 year) transportation projects.
2. Monitor and amend the RTP as needed.
3. Participate, review, and comment on Transportation Concept Reports (TCRs), submitted by Caltrans (RPA).

4. Monitor and coordinate the operations of the Lassen Rural Bus (LRB) public transit system to ensure goals are consistent with the RTP.
5. Participate in the management, support, and supplemental planning for the State Route 36 Complete Street and Safe Mobility Plan, and US 395 Coalition and Implementation Plan.

Products (Target due dates are in parentheses)

1. Properly monitored, current, and effective Regional Transportation Plan.
2. Monitor and Update Bicycle Master Plan. (As needed)
3. Updated inventory catalog for trails in County as new trails are added. (June 2019)
4. Trail Maintenance Plan. (June 2019)

Revenues		Expenditure	
	\$185,000.00		\$135,000.00
Regional Planning Assistance	\$163,507.43	Consultant - Staff	\$147,000.00
Planning, Programming, & Monitoring	\$28,555.00	Legal Counsel	\$5,000.00
		County Trail Coordinator	\$25,000.00
			\$48,555.00
		Contingency	\$36,555.00
	\$213,555.00		\$213,555.00
Total:	\$192,062.43	Total:	\$177,000.00

Work Element 604 Transportation Development Act

Purpose

To effectively administer the provisions of the Transportation Development Act (TDA), including receiving, reviewing, and approving claims for Local Transportation Funds and State Transit Assistance Funds for Lassen County.

To provide staff support to the Social Services Transportation Advisory Council (SSTAC).

Previous Work

Each year LCTC is responsible for administering TDA funds. These funds operate public transit, construct bicycle and pedestrian facilities, and may be used for streets and roads purposes only after all unmet transit needs that are reasonable to meet have been addressed. Under TDA statute, LCTC is responsible for preparing preliminary and final estimates of Local Transportation and State Transit Assistance Fund apportionments, conducting fiscal and performance audits, and transit coordination. LCTC has appointed members to a Social Services Transportation Advisory Council (SSTAC) in accordance with Transportation Development Act Statute 99238.

Tasks

1. Provide for the management of the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund. (Monthly)
2. Ensure that fiscal and compliance audits are performed in accordance with law and assist in the resolution of audit findings. (December 31, 2018)
3. Conduct the Unmet Transit Needs process, if warranted, or conduct in-lieu Citizen Participation Process Public Hearing. (Spring, 2019)
4. Prepare the Unmet Transit Needs Analysis and Findings, if warranted. (Spring 2019)
5. Prepare draft and final apportionments for FY 2018/2019 Transportation Development Act Funds. (February and June 2019)
6. Assist claimants with preparation of claims and local program administration. (June 2019)
7. Provide instructions to the Lassen County Auditor for allocations to the jurisdictions. (June 2019)
8. Provide staff support to the LCTC SSTAC. (January to April 2019)

Products (Target due dates are in parentheses)

1. Preliminary and Final LTF and STA apportionments for Fiscal Year 2018/2019. (February and June 2019)
2. Unmet Transit Needs Analysis and Findings, if warranted, or conduct in-lieu Citizen Participation Process Public Hearing. (April-May 2019)
3. Allocation instructions to the County Auditor for LTF and STA funds. (June 2019)
4. Claim notifications to jurisdictions. (February and June 2019)
5. Press releases, public service announcements, public notices, and public meeting/hearing flyers. (As needed)
6. SSTAC agendas and minutes. (As needed)

Revenues		Expenditure	
	\$17,000.00	Consultant - Staff	\$4,000.00
Local Transportation Fund	\$29,000.00	Triennial Performance Audit	\$25,000.00
Rural Planning Assistance	\$25,000.00		\$13,000.00
		Independent Auditor	\$25,000.00
	\$17,000.00		\$17,000.00
Total:	\$54,000.00	Total:	\$54,000.00

Work Element 613 Susanville Indian Rancheria Sustainable Communities Grant

Purpose

To address future land use, economic development, traffic demand, public safety, and health and social needs, tribal cultural preservation planning and public involvement. Some of these needs include a road inventory and strip maps, pedestrian safety, alternative transportation methods, road maintenance, pre-project planning studies, and project funding sources. The Susanville Indian Rancheria (SIR) will provide staff to help assist the awarding firm, which both parties will work and report to Caltrans on a quarterly basis until the project is complete.

Previous Work

The SIR has completed approximately 80% of the long-range planning during Fiscal Years 2016/17 and 2017/18.

Tasks

1. Provide project oversight. (Ongoing and upon request)
2. Receive invoices and process for payment. (Quarterly)
3. Receive reimbursements and pass through to SIR. (Quarterly)

Products

Please see attached Scope of Work and Project Timeline from the grant application.

Revenues		Expenditure	
	\$27,425.42		\$30,978.99
Sustainable Communities Grant	\$25,934.74	Consultant - SIR	\$29,294.86
	-\$3,553.57		
Local Match	\$3,360.12		
	\$30,978.99		\$30,978.99
Total:	\$29,294.86	Total:	\$29,294.86

Work Element 701 Sustainable Communities Grant-State Route 36

Purpose

The objective of the State Route 36 Complete Street and Safe Mobility Study is to study complete street and safety enhancement implementation along the SR 36 corridor to improve overall health and safety. The development and implementation of the plan will focus efforts on transit, safety, bicycle/pedestrian facilities, and develop cost analysis to leverage potential funding sources. The grant will address the specified objectives in the following manner:

Sustainability- The study will improve mobility for people and goods through the City of Susanville. GHG will be reduced by increasing pedestrian and bicycle mobility and access. These improvements will decrease vehicle miles travelled and reduce GHG. Further objectives include examining the viability of an improved streetscape with features that reflect the community and its uniqueness.

Preservation- The study will preserve the existing 1970's era State Highway by converting it into a safe multimodal corridor that supports vibrant 21st century economic development and sustainability. The study will implement the Susanville Main Street Revitalization Plan by modifying the document to meet Caltrans policies and standards.

Mobility- 77% of commuters in Lassen County drive alone. Under current conditions, Vehicle Miles Traveled in Susanville is expected to increase from 87.47 in 2013 to 103.21 in 2037. The corridor currently lacks bicycle facilities, pedestrian enhancements, and safe transit stops. Mobility is limited and safety is a concern. Signage is needed to attract pedestrians to local trails and river access. Multimodal options along SR 36 corridor will be explored, including connections to local housing, recreational amenities, and other activity centers.

Safety- Current studies demonstrate considerable safety concerns along SR 36. TIMS and SWITRS data collected from 2006-2016 reveals 202 collisions in the City of Susanville during this period, including one pedestrian fatality in front of Lassen High School. This is an issue that the community has identified through surveying as well. The study will continue to identify safety issues along the corridor and develop a plan to install countermeasures to improve safety. This will address land use conflicts with the SR 36 corridor.

Economy- Complete street and streetscape enhancements have been shown to have positive impacts on the economy. The 2015 Susanville Main Street Revitalization Plan identified aesthetic enhancements to re-energize the economy and increase economic equity by creating more employment opportunities. The study will develop an actionable plan to fund and implement the corridor improvements, which will also provide construction job opportunities.

Health- The project will improve health concerns by focusing on a reduction in GHG through multimodal options as well as improvements in safety by implementing a plan that reduces collisions. An emphasis on pedestrian and bicycle access will further improve health by encouraging physical activity. Improved street design increasing the flow of people and goods can also promote access to jobs, education, healthcare, and healthy food options.

Social Equity- The majority of Susanville is an AB 1550 low-income community. Population figures

indicate an aging population with a large portion of the population being 65+. There is a large unemployment rate and the rate has decreased slower than other portions of the state. Data indicates that the households with the highest proportion of no vehicles available are single-person households, likely seniors, followed by households with 4 or more people living in them. These groups rely on pedestrian and public transit access. By focusing on multimodal options, the study can address the transportation needs of seniors and can explore options that impact the workforce. Community engagement will continue to help identify local needs and provide a forum for the community to participate in the development of the corridor.

Previous Work

Previously the City of Susanville prepared a Susanville Main Street Revitalization Plan. The City and LCTC prepared a Susanville Vehicular Wayfinding Plan.

Caltrans planned and designed a major capital rehabilitation (CAPM) project scheduled to begin construction in 2018, and the City, and the LCTC worked with the District to implement minor elements of the Susanville Main Street Revitalization Plan.

Tasks

1. Consultant Procurement
 - 1.1 RFP for Consultant Services
 - 1.2 Board Approval and Contract Execution
2. Project Initiation and Existing Conditions
 - 1.1 Project Kick-off and Staff Coordination
 - 1.2 Meetings with Caltrans
 - 1.3 Background Research and Data Gathering
 - 1.4 Safety Analysis
 - 1.5 Prepare Existing Conditions, Issues and Opportunities Memo
3. Public Participation and Community Outreach
 - 3.1 Draft Public Outreach & Marketing Plan
 - 3.2 Project Website
 - 3.3 Public Outreach Workshops and Stakeholder Outreach
 - 3.4 Public Participation Events
 - 3.5 Public Participation Summary Report
4. Draft Plan Components
 - 1.1 Conceptual Design Alternatives
 - 1.2 Complete Streets and Safe Mobility Plan
5. Implementation and Financial Plan
 - 1.1 Recommended Projects and Programs
 - 1.2 Project Prioritization
 - 1.3 Financial Plan

- 6. Final Documentation
 - 1.1 Administrative Draft Plan
 - 1.2 Public Review Draft Plan
 - 1.3 Final Plan
 - 1.4 Plan Presentation and/or Adoption
- 7. Grant Management
 - 7.1 Invoice Package
 - 7.2 Quarterly Report

Products

- 1. Resolution and execution approving consultant contract.
- 2. Monthly meeting notes, Caltrans meeting notes, analysis and review of existing plans, studies and reports development of base maps, safety analysis memo, existing conditions technical memo
- 3. Public outreach & marketing plan, project website, marketing materials, summary notes from public outreach workshops and stakeholder interview, summary notes from public participation events, public participation summary report
- 4. Conceptual design alternatives, draft complete streets and safe mobility plan
- 5. Draft implementation and financial plan
- 6. Administrative draft; project team review and comments, public review draft plan; board presentation, city council presentation, final plan, presentation materials; LCTC board and City council agenda
- 7. Caltrans invoice packages and quarterly reports

Revenues		Expenditure	
		Outside Consultant	\$200,045.00
			\$188,650.00
Planning, Programming, & Monitoring	\$22,945.00	City of Susanville	\$11,395.00
Sustainable Communities Grant	\$177,100.00		
Total:	\$200,045.00	Total:	\$200,045.00

LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 19-05

Amendment #1 (Formal) to the Fiscal Year 2018/19 Overall Work Program and Budget

WHEREAS, the Lassen County Transportation Commission (LCTC) is the designated regional transportation planning agency for the Lassen County region, and an eligible recipient for transportation planning funds administered by the California Department of Transportation (Caltrans); and,

WHEREAS, the LCTC previously adopted a Fiscal Year 2018/19 Overall Work Program (OWP); and,

WHEREAS, Caltrans has notified the LCTC of changes in the actual carryover planning funds that is different from the estimated carryover funds that were projected at the time the OWP was originally adopted; and,

WHEREAS, the Commission's awarded consultant contract for the State Route 36 Complete Street and Safe Mobility Plan has a balance of unencumbered funds that would allow the City of Susanville to be reimbursed for their work on the grant; and,

WHEREAS, the Commission desires to make additional, minor adjustments to its adopted budget,

NOW, THEREFORE, BE IT RESOLVED by the Lassen County Transportation Commission (LCTC) hereby adopts Amendment #1 to the Fiscal Year 2018/19 Overall Work Program and Budget.

The foregoing resolution was passed and adopted at the November 19, 2018 meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

DAVID TEETER

Chair, Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

November 19, 2018

Matthew C. Boyer, Executive Secretary



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD
SUITE 100
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (916) 759-2268

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 1.23

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matthew C. Boyer", is placed over the printed name.

Subject: National Highway System Pavement & Bridge Targets

REQUESTED ACTION

Adopt statewide pavement and bridge targets.

PAST ACTION

None.

DISCUSSION

MAP-21 and subsequent federal rulemaking established federal regulation that requires the development of a Transportation Asset Management Plan (TAMP) and the implementation of Performance Management. These regulations require all states to utilize nationally defined performance measures for pavements and bridges on the National Highway System (NHS).

In Lassen County, only portions of US Highway 395 and Garnier Road (County Road 322, A-26) are included in the National Highway System. A-26 is County maintained, and US 395 is maintained by Caltrans.

Attachments 1 through provide additional background information, including a map of the National Highway System in California.

ALTERNATIVES

Provide direction to staff.

Attachments (3)



TARGET REPORTING FORM

Performance Management (PM2)

National Highway System Pavement & Bridge Targets

Agency Information	
MPO/RTPA	Lassen County Transportation Commission
Contact Name	Matthew C. Boyer
Title	Executive Secretary
Phone	(916) 759-2268
Email	matt@MCBandAssociates.com

MAP-21 and subsequent federal rulemaking established federal regulation that requires the development of a Transportation Asset Management Plan (TAMP) and the implementation of Performance Management. These regulations require all states to utilize nationally defined performance measures for pavements and bridges on the National Highway System (NHS). The Bridge and Pavement Performance Management (PM2) Final Federal Rule established six performance measures related to the performance of the Interstate and non-Interstate NHS for the purpose of carrying out the National Highway Performance Program (NHPP); to assess pavement and bridge condition. The specific performance measures are:

Pavement Performance of the NHS

- Percentage of Interstate pavements in Good condition
- Percentage of Interstate pavements in Poor condition
- Percentage of non-Interstate NHS pavements in Good condition
- Percentage of non-Interstate NHS pavements in Poor condition

Bridge Performance of the NHS

- Percentage of NHS bridges in Good condition
- Percentage of NHS bridges in Poor condition

Federal regulations require Caltrans to set 2 and 4-year pavement and bridge targets by May 20, 2018. These statewide targets were transmitted to all Metropolitan Planning Organizations (MPOs) on May 21, 2018. MPO's were notified they have 180 days after Caltrans sets their targets to either support Caltrans targets or establish their own.

Please use this form to designate which method your agency elects to utilize for the establishment of 4-year NHS pavement and bridge targets to comply with federal regulation (23 U.S.C 150). If your Agency elects to establish their own targets, please complete the entire form. A signature from your Agency is necessary regardless of adopting Caltrans targets or establishing your own.

Target Options	Target Description
<input checked="" type="checkbox"/> Adopt statewide pavement and bridge targets	Agency elects to adopt the “statewide” targets which is the statewide weighted aggregate of the NHS asset targets from Caltrans and all MPO/RTPAs in California that own NHS pavement and bridges.
<input type="checkbox"/> Adopt statewide pavement targets and establish regional bridge targets	Agency elects to adopt the “statewide” pavement targets which is the statewide weighted aggregate of the NHS pavement only asset targets from Caltrans and all MPO/RTPAs in California that own NHS pavement. Agency elects to establish their own NHS bridge targets. By selecting this option, agency methodology for bridge target setting is required and must include inventory, planned funding, target condition, performance gap, deterioration rates and unit prices.
<input type="checkbox"/> Adopt statewide bridge targets and establish regional pavement targets	Agency plans to adopt the “statewide” bridge targets which is the statewide weighted aggregate of the NHS bridge asset targets from Caltrans and all MPO/RTPAs in California that own NHS bridges. Agency elected to establish their own NHS pavement targets. By selecting this option, agency methodology for pavement target setting is required and must include inventory, planned funding, target condition, performance gap, deterioration rates and unit prices.
<input type="checkbox"/> Establish regional pavement and bridge targets	Agency elects to establish their own regional condition targets for NHS pavement and bridges. By selecting this option, agency methodology for target setting is required and must include inventory, planned funding, target condition, performance gap, deterioration rates and unit prices.

If your Agency elects to adopt statewide targets, no other information is required in this form other than signature and submittal to Caltrans.

If your Agency elects to submit one or more of their own targets, the following information is required. Explain below the methodology your Agency used for establishing 4-year targets. How will your Agency plan and program projects so they contribute toward the Statewide or Regional NHS pavement and bridge targets.

Methodology Used for Establishing Targets (Attach a separate document to describe methodology in detail)	
Pavement	
Bridges	

PLANNED FUNDING (1/1/2018 - 12/31/2021)		
FY	Pavement (NHS only) (\$ millions)	Bridges (NHS only) (\$ millions)
2018/19		
2019/20		
2020/21		
2021/22		

Provide the expected annual deterioration rate used that changes condition of pavement and bridge assets from good to fair and fair to poor condition in the following table. Also, provide the unit price used in your analysis that is based on a “fully loaded” cost for construction and the engineering and administration costs associated with planning, design, and construction.

DETERIORATION RATE			UNIT PRICE (capital plus support)		
Asset Inventory (All)	Good to Fair (%)	Fair to Poor (%)	Asset Inventory (All)	Fair (\$ 1,000)	Poor (\$ 1,000)
Pavement (lane miles)			Pavement (lane miles)		
Bridge (square feet)			Bridge (square feet)		

Identify your 4-years planned condition information on NHS pavement and bridges at the point in times defined in the table below. Was this an estimate based on the proportion of NHS to your total or the actual expenditures on NHS? Please specify.

PLANNED CONDITION		
	Pavement (lane miles)	Bridges (square feet)
December 31, 2018		
December 31, 2019		
December 31, 2020		
December 31, 2021		

Report in the table below MPO expected 4-year NHS pavement and bridge targets at the point in times shown in the table below.

EXPECTED 4-YEAR NHS PAVEMENT AND BRIDGE TARGETS			
NHS Assets	Good	Fair	Poor
Pavement (December 31, 2021)	%	%	%
Bridge (December 31, 2021)	%	%	%

Please complete the target reporting form and submit via email to CT-TAM@dot.ca.gov by November 16, 2018.

For questions concerning the performance target reporting process, please contact:

Dawn Foster, Senior Engineer
 Director's Office of Asset Management
 Department of Transportation
 Phone: (916) 323-7747
 Email: dawn.foster@dot.ca.gov

Please provide name and signature of the MPO official certifying this information.

MPO Official's Name: Matthew C. Boyer

MPO Official's Signature:  Date: November 14, 2018



TARGET SETTING METHODOLOGY

Performance Management (PM2)

National Highway System Pavement & Bridge Targets

On May 21, 2018, the California Department of Transportation (Caltrans) established the California statewide National Highway System (NHS) 2 and 4-year pavement and bridge condition targets in accordance with Federal Regulation (23 U.S.C. 150).

Caltrans established these targets by combining information provided by the California Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Agencies (RTPAs) with targets for the state-owned NHS and developed the results shown in the table below. The below statewide targets were calculated using a quantity weighted approach that considers Caltrans and regional agency condition expectations in statewide aggregate targets. The agency specific targets submitted by each MPO/RTPA are shown in the attached spreadsheet.

With the availability of Senate Bill 1 (SB1) and local measure funds, the California Transportation Asset Management Plan (TAMP) anticipates improved condition over the next 10-year time horizon. Given the project planning, design

and construction timeframes involved, in a number of cases, this improved performance falls outside of the 2 and 4-year window being reported. The full benefits of this additional funding is expected to be realized beyond a 4-year time horizon in many cases.

Regional planning agencies have until November 16, 2018, to adopt the aggregate statewide condition targets or establish their own. Please complete the attached Target Reporting Form and return via email to CT-TAM@dot.ca.gov.

Statewide NHS Pavement and Bridge Targets				
Pavement and Bridge Performance Measures	2-Year NHS Targets (1/1/2018 - 12/31/2019)		4-Year NHS Targets (1/1/2020 - 12/31/2021)	
	Good	Poor	Good	Poor
Pavements on the NHS				
Interstate	45.1%	3.5%	44.5%	3.8%
Non-Interstate	28.2%	7.3%	29.9%	7.2%
Bridges on the NHS	69.1%	4.6%	70.5%	4.4%

National Highway System: California (North)



**U.S. Department of Transportation
Federal Highway Administration**

Eisenhower Interstate System	Census Urbanized Areas	Airport	Multipurpose Passenger Facility
Other NHS Routes	Department of Defense	Intercity Bus Terminal	Port Terminal
Non-Interstate STRAHNET Route	Water	Ferry Terminal	Truck/Rail Facility
STRAHNET Connector		Truck/Pipeline Terminal	AMTRAK Station
Intermodal Connector			Public Transit Station
Intermodal/STRAHNET Connector			
Unbuilt NHS Routes			
MAP-21 NHS Principal Arterials			

FHWA: March 25, 2015



LASSEN COUNTY TRANSPORTATION COMMISSION
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Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (916) 759-2268

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 1.24

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary

Subject: Approval of County Auditor Format Bud 

REQUESTED ACTION

Adopt budgets for the Local Transportation Fund, State Transit Assistance Fund, Funds in Trust, and the Commission Operating Budget, in the format requested by the County Auditor, consistent with prior Commission approvals.

PAST ACTION

Previously the Commission has, in accordance with applicable laws, approved the following budgets and programming.

- Fiscal Year 2018/19 Local Transportation Fund apportionment which is represented by County Fund 571.
- Fiscal Year 2018/19 State Transit Assistance Fund apportionment which is represented by County Fund 572.
- Programs of projects for the following represented by County Fund 573.
 - Proposition 1B Transit (Public Transportation Modernization, Improvement and Service Enhancement Account)
 - Proposition 1B Transit Security (Cal OES)
 - Planning, Programming and Monitoring funds
 - Regional Surface Transportation Program funds
 - Low Carbon Transit Operations Program
 - Senate Bill 1 Transit (State of Good Repair)
- Fiscal Year 2018/19 Commission Overall Work Program and Budget which is represented by County Fund 573.

DISCUSSION

The County Auditor has requested that each of these be restated in a format acceptable to their office. *Staff are currently working with the County Auditor to finalize these schedules which will be presented at your meeting.*

ALTERNATIVES

Provide direction to staff.



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD
SUITE 100
SACRAMENTO, CA 95816


Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (530) 953-8857

Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.11**

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary 

Subject: Supplemental Allocation for Skyline Boulevard – Phase 2 Project

REQUESTED ACTION

BY MOTION, authorize the Executive Secretary to work with the California Transportation Commission to process a supplemental allocation for Construct in the amount of \$1,550,000.00.

PAST ACTION

Previously, over the course of several actions and many years, the Commission has programmed funding for the Skyline Boulevard project, totaling \$6.80 million. Most recently, the Commission augmented originally programming of \$2.9 million for the construction phase with an additional \$3.9 million in the 2018 Regional Transportation Improvement Program (RTIP).

DISCUSSION

Attachment 1 is a summary of your Commission’s adopted State Transportation Improvement Program (STIP) projects.

Your Commission has \$5.541 million in unprogrammed STIP funds. At the time of the 2018 RTIP adoption the Commission has unfunded elements of the following RTIP/STIP projects that are candidates for the next programming cycle (2020).

- Janesville Main Street Rehabilitation and Bike Path (Construction)
- Riverside Drive Reconstruction and Bicycle Facility (Right-of-Way and Construction)
- State Route 36 Southeast Gateway (Construction)
- Portion of the City of Susanville Rehabilitation Package “FD”

The need for the additional \$1.550 million is based upon the following.

Final Engineer’s Estimate	\$6.474 M
Lowest Responsive, Responsible Bid	<u>\$7.590 M</u>
Construction shortfall (14.7%)	\$1.116 M
Supplemental funds for additional construction management and contingency	\$0.434 M
Total	\$1.550 M

Allocating additional funds to the Skyline project would reduce your Commission’s unprogrammed balance to \$3.991 million.

Current unprogrammed balance	\$5.541
Proposed Supplemental Allocation – Skyline Phase 2	<u>\$1.550</u>
Remaining Balance	\$3.991

Attachment 2 is the proposed supplemental allocation request.

Action at your November meeting is needed for the California Transportation Commission to allocate supplemental funds at their December 5, 2018 meeting. The bids received by the County are valid until approximately January 1, 2019.

ALTERNATIVES

Commission to provide direction to staff.

Attachments (2)

2018 SUMMARY OF STIP COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)

(\$1,000's)

Total County Share, June 30, 2017 (from 2017 Report)	20,558
Adjustment for 2015-16 and 2016-17 lapses	0
Less 2016-17 Allocations and closed projects	(111)
Less Projects Lapsed, July 1, 2017-June 30, 2018	0
2018 STIP Fund Estimate Formula Distribution	5,115
Total County Share, June 30, 2018	25,562

Lassen

Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Project Totals by Fiscal Year				Project Totals by Component							
								Prior	18-19	19-20	20-21	21-22	22-23	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
Highway Projects:																			
Susanville	loc	2510	City street rehab (FC) (14S-10)			Oct-17	1,846	1,846	0	0	0	0	0	0	0	0	0	0	0
Susanville	loc	3492	RT 36, 26.2-26.5, Southeast Gateway,ped (incr \$80)	Mar-18		Mar-18	200	200	0	0	0	0	0	0	0	0	200	0	0
Lassen LTC		2124	Planning, programming, and monitoring			Jun-18	111	111	0	0	0	0	0	0	0	0	111	0	0
Lassen County	loc	2124A	Skyline Rd Extension, Rt 139-Rt 36 east, Phase 2				6,800	6,800	0	0	0	0	0	0	0	0	6,800	0	0
Lassen County	loc	2562	Beaver Creek Bridge 7C-82 (HBP match), replace(16S-12)				254	254	0	0	0	0	0	0	0	0	254	0	0
Susanville	loc	2515	City street rehab (SC4)				955	955	0	0	0	0	0	0	0	0	955	0	0
Susanville	loc	2516	City street rehab (SC5)				956	956	0	0	0	0	0	0	0	0	956	0	0
Susanville	loc	2561	City street rehab (FD)				2,247	80	2,167	0	0	0	0	0	0	0	2,167	0	80
Susanville	loc	3492	Rt 36, Johnstonville-Riverside, Southeast Gateway,ped				161	0	161	0	0	0	0	0	0	161	0	0	0
Lassen County	loc	2356	County Rehab B (Pumpkin Center, Ash Valley Rds)				2,225	0	2,225	0	0	0	0	0	0	0	2,225	0	0
Lassen County	loc	2564	Center Rd, Rt 395-Johnstonville Rd, reconstruct				3,375	0	3,375	0	0	0	0	0	0	0	3,375	0	0
Lassen County	loc	2261	Janesville Main St, bike path and rehab				75	0	75	0	0	0	0	0	0	0	75	0	0
Susanville	loc	2480	Riverside Dr, reconstruction/Class I ped/bike lane				450	0	450	0	0	0	0	0	0	400	0	50	0
Lassen LTC		2124	Planning, programming, and monitoring				366	0	110	0	111	111	34	0	0	0	366	0	0
			Subtotal, Highway Projects				20,021	2,157	9,155	0	8,564	111	34	0	0	561	19,055	0	405
			Total Programmed or Voted since July 1, 2017				20,021												
Balance of STIP County Share, Lassen																			
			Total County Share, June 30, 2018				25,562												
			Total Now Programmed or Voted Since July 1, 2017				20,021												
			Unprogrammed Share Balance				5,541												
			Share Balance Advanced or Overdrawn				0												

Funding Allocation Request Data Form (for Local Projects)

This data form is to be completed by the local agency. Once the information has been provided, a Request for Funding Allocation will be generated automatically. The yellow highlighted fields and the fields with red boxes are required for the dynamic form to work properly.

CTC Meeting Date for Requested funding allocation: 12/05/2018 [\(View CTC Meeting Schedule\)](#)

Today's Date: Nov 13, 2018

Agency: Lassen County (Select or type)

PPNO: 02-2121A (e.g. 02-1234 or 02-1234A)

County: Lassen County

Project ID (if known): 020000069

Caltrans District: 02

Assembly District: 01

Senate District: 01

Project Location (be brief - max 180 characters):

On Skyline Road Extension from Johnstonville Road, County Road 215 to State Route 36 just outside City of Susanville

Project Description (be brief - max 180 characters):

Construction of new two lane undivided road with Class I Bike Path, complete with traffic signals at each intersection and bridge across Susan River.

Output/Outcome (Action taken/quantifiable benefits or results) (be brief - max 180 characters):

Skyline Road Extension will connect SR 139 to SR 36 and provide an alternate route for travel to/from SR 139 and the northern Susanville area. Relieve traffic congestion.

1. FUNDING PROGRAM

This funding request is for (must check one):

STIP - State Transportation Improvement Program

Type of this STIP project (Check one):

Infrastructure STIP PPM (Planning, Programming, and Monitoring) STIP Rideshare

ATP - Active Transportation Program

LPP - Local Partnership Program

SCCP - Solutions for Congested Corridors Program

TCEP-Trade Corridors Enhancement Program

This is an STIP Infrastructure project.

1) Highway Functional Classification (Check appropriate boxes)

A. Eligible for Federal-aid

- | | |
|--|---|
| <input type="checkbox"/> Urban Principal Arterial | <input type="checkbox"/> Rural Principal Arterial |
| <input checked="" type="checkbox"/> Urban Minor Arterial | <input type="checkbox"/> Rural Minor Arterial |
| <input type="checkbox"/> Urban Collector | <input type="checkbox"/> Rural Major Collector |

B. Ineligible for Federal-aid

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Urban Local | <input type="checkbox"/> Rural Minor Collector |
| | <input type="checkbox"/> Rural Local |

2) Type of Project:

- | | |
|--|---|
| <input checked="" type="checkbox"/> New highway facility | <input type="checkbox"/> Storm Damage Repair |
| <input type="checkbox"/> Widen existing facility | <input type="checkbox"/> Local Road Rehabilitation |
| <input type="checkbox"/> Pedestrian and bicycle facilities | <input type="checkbox"/> Reconstruction (See Section III.A.3 of Procedures for definition). Describe below: |
| <input type="checkbox"/> Soundwalls | <input type="checkbox"/> Transportation System Management |
| <input type="checkbox"/> Grade separation | <input type="checkbox"/> Safety |
| <input type="checkbox"/> Intermodal facilities | |
| <input type="checkbox"/> Other. Describe: | |

2. PROGRAMMED FUNDS

1) Enter the amounts of programmed funds by Fiscal Year:

Component	Programmed Amount	Fiscal Year
ES&P/ PA&ED/ PE*		
Plans, Specifications & Estimate (PS&E)		
Right of Way (RW)		
Construction (CON)	\$6,800,000	2018/19
Total	\$6,800,000	

*Environmental Studies & Permits (ES&P) / Project Approval & Environmental Document (PA&ED) /Preliminary Engineering (PE)

2) Total Project Funding Plan by Fiscal Year

List all OTHER funding sources not provided in the above table and their anticipated fund usage by year. If there are any funding conditions, describe type of conditions, i.e., proportional split of funds across all components, STIP/ATP/SB1 funds first, etc. (If attached Project Programming Request includes this detail and it is still current, it is not necessary to repeat the information here.)

Various FY and various PPNO's (2121, 2121A, 2123, 2395B, 2047, 2048): \$372,252 (PE), \$393,000 (PSE), \$628,000 (RW)

3) Does this project have ANY federal funds (from the program to be requested or any other funding sources)? Yes

If yes, federal regulations, e.g. NEPA, etc., apply to all phases of this project.

3. FUND ALLOCATION REQUEST

1) Allocation phase(s): Check at least one (only PS&E and RW may be requested at the same time)

This allocation request is for (Corresponding cell(s) in Column "This Request" in the below table will be activated after selection):

- ES&P/ PA&ED/PE
 PS&E
 RW
 CON

2) Amount(s) to Be Requested - Enter the amount(s) of funds of this request and of the previous allocations:

Component	Previous	This Request	Total
ES&P/PA&ED /PE *	\$372,252		\$372,252
Plans, Specifications & Estimate (PS&E)	\$393,000		\$393,000
Right of Way (RW)	\$628,000		\$628,000
Construction (CON)	\$6,800,000	\$1,550,000	\$8,350,000
Total	\$8,193,252	\$1,550,000	\$9,743,252

*Environmental Studies & Permits (ES&P) / Project Approval & Environmental Document (PA&ED) /Preliminary Engineering (PE)

3) Indicate type of funding to be requested (One must be checked):

- Federal/State
 Federal-only
 State-only

"Federal/State" or "Federal-only" may be checked only if the answer to Question 3) in the last section ("Does this project have ANY federal funds?") is "Yes".

4. REQUEST FOR ADVANCE OF FUNDING

Is this request for funding programmed in a future Fiscal Year?

Provide justification below if yes.

5. REQUEST FOR ADDITIONAL STIP FUNDING

Does this request exceed the amount programmed for any component?

Please provide the amounts and justification:

Additional funding required:

County reserves available:

County share advance required (if county reserves are inadequate to fund the shortfall):

Justification:

Provide additional funding to match the low bid.

6. REIMBURSABLE WORK PRIOR TO STIP ALLOCATION (per SB184)

Was reimbursable work started prior to this request for allocation?

Indicate the actual date that work on the project component commenced, if work on this component started prior to allocation as allowed by the provisions of Government Code 14529.17, as amended by SB 184.
Eligible work will be reimbursed subject to the limitations described in Government Code 14529.17.

7. ESTIMATED TIMELY USE OF FUNDS DEADLINES

This request is for Construction costs. The estimated award deadline for this allocation is: 02/16/2019
(6 months after the requested approval date)

If the project is not awarded by this date, the funding will be rescinded with no adjustment to county shares (for STIP projects) unless the CTC extends the deadline.

Based on the requested funding approval date shown above, we estimate that we will award the contract on:

Estimated expenditure deadline for this construction allocation is:
(36 months after the estimated award date shown above)

We estimate that the contract will be completed and the project be accepted by:

Based on the above, check one of the below two boxes:

- The project will be completed (accepted) within 36 months after the award date.
- The project will NOT be completed (accepted) within 36 months after the award date. Number of additional months required:

8. RTPA/MPO CONCURRENCE

The RTPA must sign the Funding Allocation Request Letter if any of the below applies:

- Will this request require approval of an exception to the policy described in the current CTC-adopted "STIP State-Only Funding Policy"?
- Will this request change the project description, scope, exceed the amount programmed, or require an advance?
- Has the RTPA/MPO passed a resolution requiring their concurrence on all requests for STIP funding allocations?

***** STATUS OF PROJECT *****

Environmental Clearance Requirements

This allocation request must meet the CEQA requirements.

The final CEQA determination is a categorical exemption (CE)

CE Approval Date:

The final CEQA determination is not a CE. Local agency has submitted the final CEQA environmental documentation to CTC.

Please provide Resolution E#:

Document Type:

Date:

This can be obtained from the CTC "Action Taken Report" at <http://www.dot.ca.gov/hq/transprog/ctcliaison.htm>.

This is an ATP Non-Infrastructure (NI) project. The local agency has not made a final CEQA determination. A letter, signed by the Executive Director of the CEQA Lead Agency (or their designee), explaining the Lead Agency's determination regarding CEQA, is attached.

None of the above. This funding allocation is not ready to be requested.

Local agency needs to submit environmental documentation to support CEQA determination to: CTC, 1120 N Street, MS 52, Sacramento, CA 95814. This is required to obtain subsequent allocation approval by CTC. **Note:** Notice of Preparation (NOP) and Draft Environmental Impact Report (DEIR) should be forwarded to the CTC to allow the CTC to provide comments in its role as a responsible agency – see CEQA Lead Agency Responsibilities letter dated 4/20/2009 from Division of Local Assistance.)

This project has federal fund. This allocation request must meet the NEPA requirements.

Document Type:

Approval Date:

Right of Way Clearance Requirements

This project has federal funds and this request is for Construction. Submit a Right of Way Certification Document.

Date of RW Certification Approval:

Approval of plans and specifications with pedestrian facilities to be constructed with state funds

This is an allocation request for Construction. Does this project have pedestrian facilities to be constructed with state funds?

Yes. Approval date of the plans and specifications:

In accordance with Section 4454(b)(a) of the California Government Code, Approval of Plans and Specifications, local agency plans and specifications with pedestrian facilities to be constructed with state funds must be reviewed and approved by the Division of the State Architect (DSA). Local agency plans and specifications of pedestrian facilities within the state highway rights of way, excluding rail and transit systems, can be reviewed and approved (certified) by Caltrans in place of DSA.

No

Readiness of Construction Advertisement

This is an allocation request for Construction. Is the project ready to advertise?

Yes

No. Please provide the date the project will be ready to advertise:

[Click to Generate Allocation Request](#)

**EXHIBIT 23-O Request for Funding Allocation
(Local STIP Projects)**

Ian howat
1657 Riverside Dr.
Redding, CA 96001

Date: Nov 13, 2018
PPNO: 02-2121A
Project ID: 0200000069
Assembly District: 01
Senate District: 01

Dear Ian howat:
Lassen County requests that the California Transportation Commission allocate \$1,550,000 of State Transportation Improvement Program (STIP) funding for this project.

Project Location:

On Skyline Road Extension from Johnstonville Road, County Road 215 to State Route 36 just outside City of Susanville

Project Description:

Construction of new two lane undivided road with Class I Bike Path, complete with traffic signals at each intersection and bridge across Susan River.

Output/Outcome:

Skyline Road Extension will connect SR 139 to SR 36 and provide an alternate route for travel to/from SR 139 and the northern Susanville area. Relieve traffic congestion.

Fund Allocation Summary:

Project Component	Fund Allocation (This Request)
ES&P/PA&ED /PE *	\$0
Plans, Specifications & Estimate (PS&E)	\$0
Right of Way (RW)	\$0
Construction (CON)	\$1,550,000
Total	\$1,550,000

*Environmental Studies & Permits (ES&P) / Project Approval & Environmental Document (PA&ED) /Preliminary Engineering (PE)

Total Project Funding Plan by Fiscal Year

List all funding sources and anticipated fund usage by year. If there are any funding conditions, describe type of conditions, i.e., proportional split of funds across all components, STIP funds first, etc. (If attached Project Programming Request includes this detail and it is still current, it is not necessary to repeat the information here.)

Various FY and various PPNO's (2121, 2121A, 2123, 2395B, 2047, 2048): \$372,252 (PE), \$393,000 (PSE), \$628,000 (RW)

Type of Requested Funding:

Federal-only

Request for Advance of Funding

No funding advance is being requested.

Reimbursable Work Prior to STIP Allocation (per SB184)

Work on the component may start prior to allocation as allowed by the provisions of Government Code 14529.17, as amended by SB 184. Eligible work will be reimbursed subject to the limitations described in Government Code 14529.17.

The work did not start prior to this allocation request.

Request for Additional STIP Funding

Additional funding required: \$1,550,000 ; County reserves available: \$5,541,000 ; County share advance required: \$0.

Justification:

Provide additional funding to match the low bid.

STATUS OF PROJECT

1. Completion of Environmental Documents:

CEQA Requirements:

CEQA: Resolution E# 11-40; Document Type: Environmental Impact Report (EIR); Approval Date: 06/22/2011

NEPA Requirements:

Document Type: FONSI Environmental Assessment (EA) Approval Date: 03/16/2005

2. Right of Way Certification:

Date of RW Certification: 6/13/2018

3. Construction Advertisement:

This project is ready to advertise.

Timely Use of Funds:

We request that CTC allocate these funds at the 12/05/2018 meeting.

This request is for Construction costs. The award deadline (6 months after the requested approval date) is ^{02/16/2019}~~06/07/2018~~. The expenditure deadline for this construction allocation is 36 months after the award date.

Local Agency Certification:

This Request for Funding allocation has been prepared in accordance with the procedures outlined in the Local Assistance Program Guidelines. I certify that the information provided in the attached checklist is accurate and correct. I understand that if the required information has not been provided this form will be returned and the funding allocation may be delayed. Please advise us as soon as the fund allocation has been approved. You may direct any questions to:

Name:

Phone Number:

Title:

Signature: 

Date:

Regional Transportation Planning Agency/County Transportation Commission Concurrence:

Concurred:

Agency/Commission:

Name:


Title:

Signature: 

Date:

Caltrans District Local Assistance Engineer Acceptance:

I have reviewed the information submitted on the Request for Funding and agree it is complete and has been prepared in accordance with the procedures outlined in the Local Assistance Program Guidelines.

Name: DICK SOMERS Title: DIST 2 AREA ENGR
Signature:  Date: 10/13/18



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD
SUITE 100
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (530) 953-8857

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 4.12

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matt Boyer".

Subject: Approval of Contract for US 395 Coalition and Implementation Plan

REQUESTED ACTION

BY MOTION, Authorize the Executive Secretary to execute a contract with Mark Thomas, for an amount not to exceed \$99,671.00, to prepare the US 395 Coalition and Implementation Plan.

PAST ACTION

Previously, the Commission authorized the release of a Request for Proposals for the US 395 Coalition and Implementation Plan. Two proposals were received.

DISCUSSION

A committee consisting of the following individuals interviewed the four respondents on November 5, 2018.

Matt Boyer, Executive Secretary, Lassen County Transportation Commission
Supervisor Tom Hammond, Lassen County Transportation Commission
Scott White, Caltrans, District 2
Tony Shaw, Deputy County Administrative Officer

The panel interviewed the Mark Thomas team, which includes both California- and Washington, DC – based resources of The Ferguson Group (TFG).

The panel determined that interviewing the GreenDOT team was unnecessary given the superior team and approach offered by the Mark Thomas team.

The Mark Thomas cost proposal of \$99,671 is within the adopted budget for this project.

ALTERNATIVES

Commission to provide direction to staff.

Attachment

**LASSEN COUNTY TRANSPORTATION COMMISSION
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this 19th day of November, 2018, at Sacramento, California, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and Mark Thomas & Company, Inc. (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on December 18, 2019, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Chief Executive Officer. Approval shall not be presumed unless such approval is made by LCTC in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon

request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not exceed Ninety-Nine Thousand Six Hundred Seventy-One Dollars (\$99,671), unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to the LCTC. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by LCTC of any circumstances or data identified by LCTC in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as Exhibit C is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.
- b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. LCTC shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If LCTC issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to LCTC copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.

9. Assignment: The parties understand that LCTC entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of LCTC, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of LCTC. If LCTC consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

a. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit LCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: With respect to the performance of professional services, Contractor agrees to indemnify and hold harmless (but not defend) LCTC, and its directors, officers, officials, members, employees, agents and volunteers (collectively, the "LCTC Indemnitees"), from and against liability for damages to the extent caused by Contractor's, recklessness, negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement, except such loss or damage caused by the negligence or willful misconduct of the LCTC. Contractor has no obligation to pay for any of LCTC Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor, except

as provided in Civil Code Section 2782.8(a) and (e).

With respect to Contractor's operation, other than professional services, Contractor specifically agrees to indemnify, defend, and hold harmless LCTC Indemnitees from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an LCTC Indemnitee. Contractor shall pay all costs and expenses that may be incurred by LCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section 14 shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).	\$1,000,000 per claim.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by LCTC.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects LCTC, its directors,

officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.

- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to LCTC.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. LCTC or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials

(collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

- b. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.

17. Project Manager:

LCTC's Project Manager for this Agreement is Matthew Boyer, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Project Manager at the following address:

Matthew C. Boyer
1631 Alhambra Boulevard, Suite 100
Sacramento CA 95816
(916) 759-2268
matt@mcbandassociates.com

Contractor's Project Manager for this Agreement is James Pangburn. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

James Pangburn
701 University Ave, Suite 200
(916) 381-9100
jpangburn@markthomas.com

- 18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of LCTC to enforce these provisions.

20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement

and the interests of LCTC.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants

Contractor assures LCTC that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex,

disability, age, or national origin.

- c. Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization'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. Every employee of Contractor who works under this Agreement shall:
- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from LCTC under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the

disclosure and disqualification requirements of the Act, as required by law.

- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes,

designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.

- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which

exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

Matthew C. Boyer, Executive Secretary

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

MARK THOMAS & COMPANY, INC.

Matthew Brogan, Principal/Vice President

EXHIBIT “A”

Scope of Work

TASK 1. PROJECT INITIATION AND EXISTING CONDITIONS

Task 1.1 Project Kick-off and Monthly Technical Advisory Committee (TAC) Meetings

Mark Thomas will facilitate a project Kick-Off meeting with LCTC to launch the planning effort, review the project schedule, and identify TAC members, including Caltrans (District 2 Planning, Program/Project Management, and other functional units; Headquarter freight and other planning units; and potentially, representatives from other Caltrans districts), LCTC, the County of Lassen, the City of Susanville, and other regional planning agencies, including Plumas, Sierra, and Modoc Transportation Commissions, tribal governments including the Susanville Indian Rancheria, Pit River Tribe, and Greenville Rancheria, and potentially others as directed by LCTC. The Ferguson Group (TFG) will attend the kick off meeting and two (2) TAC meetings. GPA Consulting (GPA) will attend one (1)TAC meeting via conference call.

Mark Thomas will facilitate monthly project team meetings (or in some cases conference calls) with the TAC to ensure good communication and coordination on upcoming tasks to ensure the project remains on schedule and within budget. The TAC will discuss the project, status of technical information, stakeholder coalition progress, and implementation plan. This scope assumes three (3) face to face meetings and nine (9) conference calls. Mark Thomas will provide a conference call (or Go 2 Meeting) option for the TAC meetings to maximize participation, although some meetings should have face-to-face interactions for maximum participation, understanding, and buy-in.

For each monthly meeting, an agenda and supporting materials will be prepared and distributed in advance of each meeting. Meeting notes and action items will be prepared and distributed within one (1) week of the meeting. Per the RFP we have prepared a list of preliminary data needs that will be requested at the project kick off meeting.

Preliminary Data Needs List:

- Project Study Area
- Brief Project Description
- Prior Studies – Environmental Studies, etc.
- Mitigation Banks in the Area
- List of Interested / Impacted Local and Regional and Public Agencies
- List of Local and Regional Organizations and Associations
- List Private Companies with potential interest in the Coalition
- GIS Parcel Data

TASK 1 DELIVERABLES

- Meeting Agendas and Materials (12 Total)
- Meeting Notes and Action Items (12 Total)
- Cumulative Action Plan Lists (Monthly – 12 Total)
- Technical Advisory Committee Roster
- Final Data Needs List – For Kick Off Meeting

TASK 2. STAKEHOLDER IDENTIFICATION AND ENGAGEMENT

Task 2.1 Identify and Solidify Coalition Members (Non-TAC Members)

TFG will confirm that all members of the TAC will join the US 395 Corridor Coalition.

TFG will identify a list of stakeholders, which could exceed 40 entities, to create the US 395 coalition. The initial list of potential stakeholders includes Nevada and Oregon DOTs; Washoe RTC; Counties of Lassen, Modoc, Sierra, and Washoe; Cities of Alturas, and Reno; United States Department of Defense; Federal Highway Administration; Amazon; FedEx; UPS; Tesla; California and Nevada state elected officials; non-profit trucking and automobile associations; and, US legislators representing the area.

TFG will actively engage identified Coalition members in an effort to confirm their meaningful participation.

TFG will conduct up to three conference calls or meetings with the leadership of these coalition members to ensure a strong level of participation. The conference call option is most viable because many of these organizations are headquartered in Washington DC, Sacramento, Silicon Valley, and other locations throughout the United States.

Task 2.2 Community Workshops

Mark Thomas will support LCTC to prepare for, and facilitate, a series of six (6) stakeholder workshops during the project period, throughout the District 2 portion of US 395. These meetings will discuss and highlight the commitment of the stakeholders to improving US 395. This scope assumes attendance at two (2) stakeholder meetings. Remaining support will include preparation of exhibits (3 total).

Mark Thomas will support LCTC to develop written and on-line surveys to supplement Community workshops. We have assumed that four (4) hours will be required for this task.

Mark Thomas will support a related planning effort for District 2 to update a Park-and-Ride study in the next three years, participants at the meetings and the respondents to the survey will be asked to answer questions about existing and potential Park-and-Ride facility usage. Surveys will be left on vehicles parked at formal and informal Park-and-Ride facilities to maximize data gathering. We have assumed that six (6) hours will be required for this task.

Task 2.3 Coalition Branding

TFG will work with the TAC and Coalition members to develop a branding for both the Coalition and the effort to improve the US 395 corridor. Consultant team will work with the TAC and Coalition and develop several initial concepts that can be reviewed, leading to a consensus on the final “brand.” This scope assumes a maximum of eight (8) logo concepts will be developed for review by the Coalition leadership. Based on feedback from the coalition, three (3) logos will be refined for final consideration.

Task 2.4 Coalition “Agreement” and Other Documents

TFG will work with the stakeholder coalition to develop Memorandum(s) of Understanding or other

similar documents of the public-private commitment and define expectations for each participant. This could include commitments to support efforts to develop funding for the corridor studies and projects, the sharing of data, participation in meetings going forward, and funding contributions for project design and/or construction.

TASK 2 DELIVERABLES

- Task 2.1 – List of Potential Coalition Members
- Task 2.2 – Meeting Notices, Handouts, Display Boards, and Summary Notes from Community Workshops
(Attendance for 2 Workshops, 3 Project Exhibit Boards)
- Task 2.3 – Coalition Branding Documents (Three Logos)
- Task 2.4 – Memorandum(s) of Understanding or other “Agreement” defining Documents

TASK 3. OPPORTUNITIES AND CONSTRAINTS ANALYSIS

Task 3.1 Review Existing Tools and Data

Mark Thomas will review and assess existing tools, data, studies, and plans from various sources along the corridor. This will include the US 395 TCR, Honey Lake Expressway Master Plan, FHWA Freight Analysis Framework, California Freight Mobility Plan, California Sustainable Freight Action Plan, Goods Movement Action Plan, Managing the Impacts of Freight in California, and other available studies. The Consultant will also review traffic, safety, and freight data available from Caltrans, Nevada DOT, Oregon DOT, and private firm stakeholders. The intent is to understand the backdrop of available studies, data, and tools to build a foundation information and data deficiencies.

Mark Thomas will prepare a brief existing conditions summary memo and annotated list of studies, plans, and tools that will be useful to the study as well as where future data may be needed. This memo will establish the framework and technical analysis that will be discussed during the community engagement process.

Task 3.2 Environmental Analysis and Constraints

GPA will conduct a general overview constraints analysis of the proposed project area to determine the potential sensitive environmental resources that may be affected by the project and identify environmental constraints and opportunities associated within the project area. To inform the constraints analysis, GPA will review available existing topographic mapping, photos, bridge reports, maintenance reports, right of way maps, “as built” plans, record plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data provided by the design engineers, Caltrans, or the County.

GPA will conduct a preliminary California Natural Diversity Database (CNDDDB) and United States Fish and Wildlife Information for Planning and Consultation (IPaC) search for federally and state listed special-status species recorded within the vicinity of the project area. GPA will also request a record search from the California Historical Resources Information System, Northeast Information Center at California State University Chico to identify any known historic resources within or adjacent to the project area. Geotracker and Envirostor databases will be searched for any records of known hazardous materials or underground storage tanks.

GPA will conduct a wind shield survey of the project to verify existing conditions, features and appurtenances, and to identify potential sensitive environmental resources present in and near the project area. Using the historical and database data ascertained and the results of the wind shield survey, GPA will prepare an Environmental Constraints Analysis.

Task 3.3 Right of Way Identification

Mark Thomas will prepare a high-level exhibit of right-of-way along the US 395 corridor. This should focus on the Caltrans right-of-way boundary as well as identification of adjacent parcels within the rural areas of the highway alignment. This will be used to aid in the preparation of cost estimates and to aid in discussions with the stakeholder coalition. This scope assumes that readily available GIS shape files will be made available to Mark Thomas. Mark Thomas will not perform additional research into Caltrans record maps, records of survey, or appraisal mapping to reconstruct the right of way along US 395.

Task 3.4 Cross-Sections

Mark Thomas will prepare up to three (3) potential typical cross section alternatives and exhibits to show the range to typical approaches to existing at-grade intersections. These will include a four-lane divided highway and four-lane undivided highway. The cross sections should be graphically appealing and easy to understand by technical and non-technical stakeholders. A pros and cons list for each cross section will also be prepared.

Task 3.5 Cost Estimates

Mark Thomas will prepare a planning-level cost-per-mile cost estimate for each cross-section alternative (3). Cost estimates will include project development, right of way, and construction. Cost estimate should also include wildlife fencing and undercrossing. GPA will provide a recommendation for environmental mitigation costs.

Potential high-cost elements from the windshield environmental survey must also be accounted for in the cost estimate.

Task 3.6 Financial Analysis

Mark Thomas and TFG will research potential funding options available for the project, focusing on State and Federal programs respectively. State and federal sources including Senate Bill 1 programs, US Department of Transportation, Department of Defense, will be reviewed.

Mark Thomas and TFG will prepare a brief memo discussing the applicable programs and include requirements, funding limits, threats to the programs, and why the program is a fit for US 395.

Task 3.7 Political Analysis

TFG will review potential political and legislative options for improving the corridor. The analysis should include a discussion of actions needed to get to a four-lane facility and a uniform speed limit along the corridor. The intent of the analysis is to inform the stakeholder coalition of the actions required to get to a four-lane cross section and the differential speed issue, but not solve either. The information will assist

the coalition in how to address the issue in the future.

TASK 3 DELIVERABLES

- Task 3.1 – Existing Conditions Technical Memorandum
- Task 3.2 - Wind shield survey by biologist. Project constraints map. One (1) electronic copy and two (2) hard copies of the Environmental Constraints Analysis.
- Task 3.3 – Right of Way Map
- Task 3.4 – Typical Cross Sections and Intersection Options, with Pros and Cons
- Task 3.5 – Planning Level (Cost per Mile) Estimates
- Task 3.6 – Financial Analysis Memorandum
- Task 3.7 – Political Analysis Memorandum

TASK 4. IMPLEMENTATION AND FINANCIAL PLAN

Task 4.1 Draft Implementation Plan

As stated above, the purpose of this study is to build upon the District 2 US 395 TCR. To strategically move forward it is critical that this study conclude with a list of specific, sequential actions so that the TAC and coalition members can methodically obtain the resources and complete each of the next steps.

It is anticipated that the next steps identified will include the need for additional study of the corridor, economic analysis, funding plan, phasing plans, and Project Initiation Documents (PIDs). The TCR also identifies other noncapital strategies that could positively impact safety in the corridor, such as studying the potential for eliminating any differential speed limits. Steps to research, document, and potentially address legislative changes could also be part of the “Action Plan.”

From Tasks 3 and 4, Consultant will develop an implementation plan; identifying next steps needed to implement the Plan. The draft plan will include, at a minimum the following elements.

1. Coalition Members and Commitments
2. Goals and Objectives
3. Existing Conditions: Analysis of existing conditions, land use, plans, safety data, studies
4. Summary of Community Engagement
5. Environmental Opportunities and Constraints, including a map
6. Existing Right of Way and Potential Needs
7. Cross Section and Intersection Design Options
8. Cost Estimates for Project Development, Right of Way and Construction
9. Financial Analysis
10. Political Analysis
11. Action Plan of Implementation Steps with Greater Detail for Near-Term Initiatives

The Consultant will provide 40 hard copies of the Draft Plan for distribution to the TAC and LCTC Board, Electronic copies will be provided to all participating Coalition members.

Task 4.2 Final Implementation Plan

The Consultant team will incorporate feedback from the project stakeholder into a Final Plan. The

Consultant will provide 1 CD of all final deliverables and 30 hard copies of the Final Plan for the TAC. Electronic copies will be provided to all participating Coalition members.


TASK 4 DELIVERABLES

- Task 4.1 – Draft Implementation Plan (40 hard copies and 1 CD)
- Task 4.2 – Final Implementation Plan (1 CD Containing All Deliverables and 30 Hard Copies)

ASSUMPTIONS AND EXCLUSIONS:

- This scope does not include preparation of collateral materials or website development.
- GIS Parcel Data will be provided by LCTC or partnering agencies.
- GPA will not be required to attend any project meetings. One (1) TAC meeting via conference call.
- The wind shield survey can be done in one visit.
- The constraints analysis will include an overall general analysis of conditions encompassing the entire project site and will not be discussed on an alternative level.
- Up to two rounds of comments on each deliverable. If responses to additional comments are requested, GPA will provide an additional scope of work and budget to support this effort.
- The overall proposed project boundary will be provided to GPA prior to starting work on the constraints analysis.
- Preliminary site evaluations for potential presence of special-status species and cultural and historic resources include a “windshield-level” evaluation, and do not include: habitat assessments; protocol-level surveys for special-status species; delineation of waters of the U.S., waters of the State, or wetlands; consultation with regulatory agencies; or evaluation of potential historic resources. If any of these tasks are required for the project, GPA is available to complete them in subsequent phases of project development.
- Notification to potentially interested Native American tribes pursuant to the requirements of AB 52 is not included in this scope of work. The GPA team is available to provide this service in subsequent phases of project development, if desired by LCTC.
- This scope of work is based on the project information provided by LCTC. If the limits of the project area or scope of the project change substantially, GPA will provide an additional scope of work and budget to support this effort.

COST PROPOSAL FOR PROJECT SCOPE: LCTC-US 395 Coalition and Implementation Plan

	Mark Thomas								Subconsultants		TOTAL COST			
	Sr. Project Manager	Project Manager	Design Engineer II	Survey Technician	Sr. Project Accountant	Sr. Project Coordinator	Project Assistant	Graphic Designer	Total Hours	Total MT Cost		TFG	GPA	
	\$238	\$195	\$128	\$110	\$130	\$124	\$66	\$83						
1.0 PROJECT INITIATION & EXISTING CONDITIONS														
Project Kick-Off & Monthly Technical Advisory Committee (TAC) Meetings	20	4	4		2	4			34	\$6,808	4,875	-	\$11,683	
Subtotal Phase 1	20	4	4	0	2	4	0	0	34	\$6,808	\$4,875	\$0	\$11,683	
2.0 STAKEHOLDER IDENTIFICATION & ENGAGEMENT														
Identify & Solidify Coalition Members (Non-TAC Members)									0	\$0	17,750	-	\$17,750	
Community Workshops	8								8	\$1,904	-	-	\$1,904	
Coalition Branding			2						2	\$256	2,800	-	\$3,056	
Coalition "Agreement" & Other Documents									0	\$0	2,575	-	\$2,575	
Subtotal Phase 2	8	0	2	0	0	0	0	0	10	\$2,160	\$23,125	\$0	\$25,285	
3.0 OPPORTUNITIES & CONSTRAINTS ANALYSIS														
Review Existing Tools & Data			12						12	\$1,536	-	-	\$1,536	
Environmental Analysis & Constraints	2		4						6	\$988	-	8,121	\$9,109	
Right of Way Identification				24					28	\$3,152	-	-	\$3,152	
Cross-Sections			30						30	\$3,840	-	-	\$3,840	
Cost Estimates	2		30						32	\$4,316	-	-	\$4,316	
Financial Analysis		8							8	\$1,560	5,400	-	\$6,960	
Political Analysis									0	\$0	6,200	-	\$6,200	
Subtotal Phase 3	4	8	80	24	0	0	0	0	116	\$15,392	\$11,600	\$8,121	\$35,113	
4.0 IMPLEMENTATION & FINANCIAL PLAN														
Draft Implementation Plan	2		72					6	4	84	\$10,420	3,250	-	\$13,670
Final Implementation Plan	2		32							34	\$4,572	3,250	-	\$7,822
Subtotal Phase 4	4	0	104	0	0	0	6	4	118	\$14,992	\$6,500	\$0	\$21,492	
TOTAL HOURS	36	12	190	24	2	4	6	4	278					
OTHER DIRECT COSTS										\$600	\$4,000	\$1,498	\$6,098	
TOTAL COST	\$8,568	\$2,340	\$24,320	\$2,640	\$260	\$496	\$396	\$332		\$39,952	\$50,100	\$9,619	\$99,671	



PROJECT SCHEDULE

The following schedule has been prepared in accordance with the RFP. Given the budget available and the potential for the scope to flex with the needs of the project, we have set a completion date for these services in December 2019. The critical path for this schedule will be the development of the US 395 coalition and resulting agreements, followed by delivery of the Final Implementation Plan.

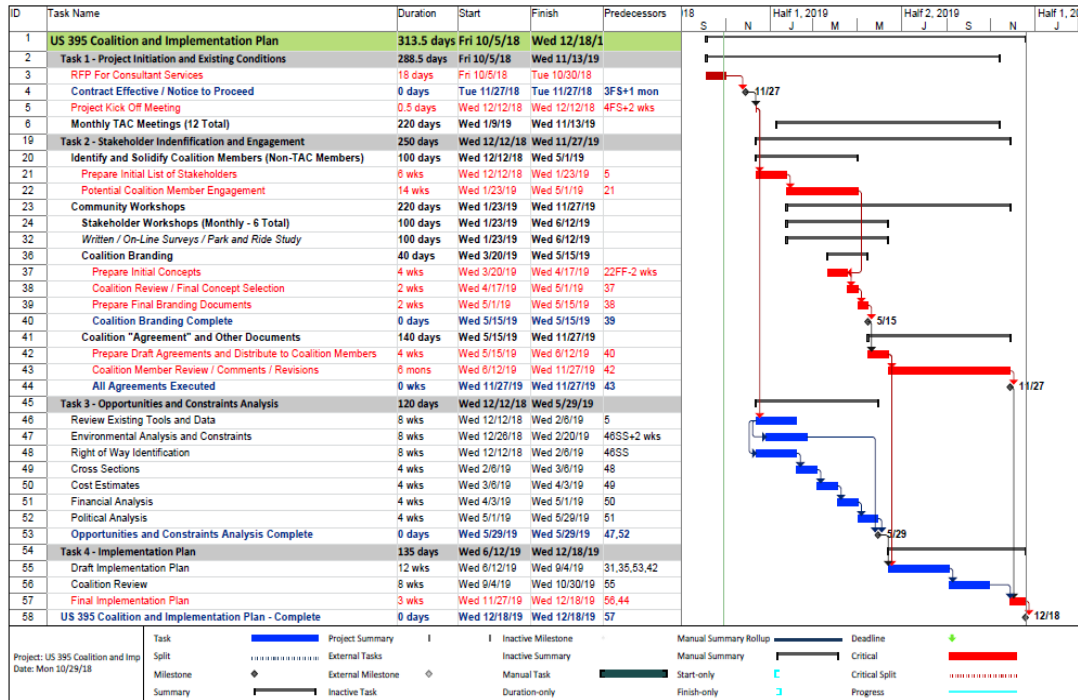


EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LCTC consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the LCTC Board of Directors are:

David Teeter (Co. Supervisor)	Tom Hammond (Co. Supervisor)	Jeff Hemphill (Co. Supervisor)
Joe Franco (City Council)	Brian Moore (City Council)	Brian Wilson (City Council)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LCTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LCTC Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section,

returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street #3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT C - LCTC REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BLVD,
SUITE 100
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (530) 953-8857

Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.13**
Date: November 9, 2018
From: Matthew C. Boyer, Executive Secretary 
Subject: Authorization to Execute Contract for Independent Auditing Services

REQUESTED ACTION

BY MOTION, authorize the Executive Secretary to execute a contract for Independent Auditing Services in an amount not to exceed \$25,000.00.

PAST ACTION

Previously, the Commission accepted a proposal from Don Reynolds CPA to prepare independent audits for the three fiscal years ended June 30, 2017, June 30, 2018, and June 30, 2019. The Commission executed an agreement for the first audit for the fiscal year ending June 30, 2017.

DISCUSSION

The first audit encountered a number of challenges and key issues related to the Commission's administrative separation from the County were not addressed. Staff expected that the independent auditor would address lingering issues related to the Commission's administrative separation in the audit for the year ended June 30, 2018.

Mr. Reynolds did not respond to messages or correspondence for several months, including a transmittal of a contract for pending audit services. Moreover, the County Auditor does not recall Mr. Reynolds requesting files for the year ended June 30, 2018, even though the audits are due to the State of California by December 31, 2018.

Commission staff have withdrawn the draft contract and issued the attached Request for Proposals for auditing services and requested a time extension with the State Controller's office for preparation of these audits.

Proposals are due December 10. In order to complete audits prior to your March 2019 meeting, staff are requesting your authorization to execute a contract with the top-ranked individual/firm prior to your January 2019 meeting.

ALTERNATIVES

Provide direction to staff.

Attachment

LASSEN COUNTY
TRANSPORTATION COMMISSION



REQUEST FOR PROPOSALS

Fiscal Audits
2017-18, 2018-19, and 2019-20

November 9, 2018

Lassen County Transportation Commission
1631 Alhambra Blvd, Ste. 100
Sacramento, CA 95816
www.lassenctc.com

COMMISSIONERS

David Teeter (Chairman)..... Lassen County Supervisor, District 2
Joseph Franco (Vice Chairman)..... Susanville City Council
Brian Wilson Susanville City Council
Tom Hammond..... Lassen County Supervisor, District 5
Jeff Hemphill Lassen County Supervisor, District 3
Brian Moore Susanville City Council

LCTC STAFF

Matthew C. Boyer Executive Secretary
Steve Borroum Senior Engineer
John Clerici Senior Transportation Planner
Dianna Hillyer Senior Project Manager
Cynthia Lou Administration
Steven Lou..... Webmaster / Social Media

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I. INTRODUCTION

LCTC seeks an individual or firm to provide auditing services for the fiscal years ending June 2018, 2019, and 2020 for the claimants, funds and agencies listed herein.

The Lassen County Transportation Commission (“LCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for Lassen County. LCTC represents the regional transportation planning interests and is responsible for leading regional transportation for the Lassen County region, which includes the County of Lassen and the City of Susanville.

The Commission is made up of three members of the Lassen County Board of Supervisors and three members of the Susanville City Council.

Since September 2017, the Lassen County Transportation Commission has been staffed through a professional services agreement with Matthew C. Boyer & Associates and occupies no office space and has no physical assets.

As the designated RTPA for Lassen County, the LCTC has annual responsibilities to perform Fiscal and Compliance Audits as stipulated in the Transportation Development Act of 1971, as amended (Act). These audits shall be completed and submitted to the LCTC and State of California Controller’s Office by December 31st of each year.

LCTC also is required to prepare a Transportation Planning Agencies Financial Transactions Report for the State Controller’s Office. LCTC also has the Transit Operators Financial Transactions Report prepared for the State Controller’s Office, on behalf of the Lassen Transit Services Agency (LTSA). LTSA is a joint powers authority of the City of Susanville and the County of Lassen.

The objective of the audits is to meet and/or exceed the requirements of Section 99245 and 99246 of the Public Utilities Code and the California Administrative Code, Title 21, Chapter 3, Subchapters 2 and 2.5, Articles 5 and 5.5, Sections 6661, 6662, 6666, 6667 and 6751.

II. BACKGROUND

Lassen County lies in northeastern California, situated at the north end of the Sierra Nevada Range. It is bounded by the State of Nevada to the east, and by the Counties of Modoc, Shasta, Sierra and Plumas to the north, west and south, respectively. It is the eighth largest of California’s 58 counties, in terms of acreage, with its lower valleys generally above 4,000 feet and mountains rise to heights of 8,200 feet.

Lassen County is 4,690 square miles in total area. The Federal government owns more than half of Lassen County’s landmass, including Lassen National Forest to the west, the Sierra Army Depot to the east, and large range and timber tracts that are administered by the Bureau of Land Management. A lesser portion of the county’s land resources is State-owned. A small section of Lassen National Volcanic Park lies in the western region of the County.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for Fiscal and Compliance Audits will be an agreement between the LCTC and the auditor(s). The auditor(s) will invoice LCTC for services rendered and LCTC will pay the auditor(s) for these services. Funding for the auditor(s) services will be provided by LCTC utilizing State and/ or local funding sources. The LCTC will award the contract. The LCTC Executive Secretary will serve as the interface with the auditor(s).

Please take note of the Project Timetable (page 5). Due to circumstances beyond the Commissions control, the time from proposal submission (December 10) to project kick-off (December 14) is unusually brief. Respondents are expected to accommodate the schedule.

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected auditor(s) will be expected to perform all services described in the scope of work. The auditor(s) will receive general direction from the LCTC Executive Secretary.

In addition to the following tasks, respondents should expect a modest amount of issues in the Fiscal Year 2017/18 audits to address that remain from LCTC's administrative separation from the County government as of July 1, 2018.

A. Financial and Compliance Audit

"The audit shall be conducted in accordance with generally accepted auditing standards of the claimant's financial statements for the fiscal year which shall be prepared in accordance with generally accepted accounting principles. The audit shall also be directed toward obtaining knowledge of the claimant's compliance or noncompliance with the Act, and the auditor shall perform the tasks specified in Section 6666 or 6667, whichever is appropriate.

The audit report shall include, with the financial statements for the fiscal year that is the subject of the audit, the corresponding amounts from the claimant's audited financial statements for the fiscal year prior to the year that is the subject of the audit.

The audit report shall include a certification of compliance with the Act. The certification shall take the form of a statement that the funds allocated to and received by the claimant pursuant to the Act were, with any exceptions specifically noted, expended in conformance with the applicable statutes, rules and regulations of the Act and the allocation instructions and resolutions of the transportation planning agency and, where applicable, LCTC. An unqualified negative statement (e.g., "no violation of the law was brought to our attention") shall not be accepted. The certification may take the form of negative assurance, however, if it makes reference to the performance by the independent auditor each of the tasks specified in Section 6666 or 6667."

1. Non-Transit Claimants

"In conducting the compliance portion of the audit specified in Section 6664 for a non-transit claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Section 99402 for streets and road claimants and Section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs.
- (b) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions.

- (c) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301 and 99301.5.

2. Transit Claimants

"In conducting the compliance portion of the audit specified in Section 6664 for an operator or transit service claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the claimant was an entity eligible to receive the funds allocated to it. The determination should be made with reference to the section of the Act under which the funds were allocated and to the definitions in Article 1 of the Act.
- (b) Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243.
- (c) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with those sections of the Act specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 99263 for operators receiving funds under Article 4, Sections 99275, 99275.5, 99277 and 92278 for Article 4.5 claimants, and Section 99400(c), (d) and (e) for Article 8 claimants for service provided under contract.
- (d) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations and procedures of the transportation planning agency and in compliance with the allocation and instructions and resolutions.
- (e) Determine whether interest earned on funds received by the claimant pursuant to the Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301.
- (f) Verify the amount of the claimant's operating cost (as defined by Section 6611.1) for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2, 6633.5 and 6633.9, and the amount of the sum of fare revenues and local support required to meet the ratios specified in Sections 6633.2 and 6633.9.
- (g) Verify the amount of the claimant's actual fare revenues (as defined by Section 6611.2 and by Public Utilities Code Section 99205.7) for the fiscal year.
- (h) Verify the amount of the claimant's actual local support (as defined by Section 6611.3) for the fiscal year.
- (i) Verify the maximum amount the claimant was eligible to receive under the Act during the fiscal year in accordance with Sections 6634 and 6649.

- (j) Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1.
- (k) In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272 and 99273.
- (l) In the case of an operator, determine whether the operator has had a certification by the Department of California Highway Patrol that the operator is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251."

3. Local Transportation Fund, State Assistance Fund

The audits shall be conducted in accordance with generally accepted auditing standards. The audits of the Local Transportation Fund and State Transit Assistance Fund shall be submitted together in one audit report.

(a) Local Transportation Fund

"The statements shall include, but not be limited to, (a) a balance sheet, (b) a statement of revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplementary schedules as necessary to list or identify (1) the net amount allocated and the net amounts disbursed during the fiscal year for each of the allocation purposes specified in the Act, (2) any portion of the fund balance that is allocated or reserved, and (3) any interest or other income earned by investment of the fund during the fiscal year. In the financial statements, the local transportation fund shall not be commingled with the state transit assistance fund, nor with planning subventions from the Transportation Planning and Development Account, nor with any other revenues or funds of the transportation planning agency or of any city, county, or other agency."

(b) State Transit Assistance Fund

"The statements shall include, but not be limited to (a) a balance sheet, (b) a statement of revenues and expenditures during the fiscal year, (c) a statement of changes in the fund balance, and (d) supplemental schedules as necessary to list or identify (1) the net amounts allocated and net amounts disbursed during the fiscal year for each of the allocation purposes specified in Sections 6730 and 6731, (2) any portion of the fund balance that is allocated or reserved, (3) any interest or other income earned by investment of the fund during the fiscal year, (4) any amounts included in the fund balance that are apportioned to an operator pursuant to Section 6721, and (5) any amounts that have been transferred or that have been received as a result of a transfer as authorized by Section 99313.1."

4. Bikeway Funds (Article 3)

The audit shall be performed in compliance with generally accepted governmental audit standards. Specifically, the audit shall conform to rules relating to governmental units receiving Federal Financial Assistance. The reports specified in the Single Audit Act of 1984 shall be delivered along with the additional reports mandated by the laws specified above.

5. Regional Transportation Planning Agency

An audit of LCTC's accounts and records is requested for fiscal years 2016/17, 2017/18 2018/19 and 2019/20.

The audit shall be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and shall include a determination of compliance with the Act and the Administrative Rules and Regulations. In the financial statements of the Transportation Planning Agency, the Local Transportation Fund, the State Transit Assistance Fund, and other revenues or funds of any city, county or other agency shall not be commingled. The consultant shall advise the RTPA regarding content of the Management Discussion and Analysis section of the Audit report based on standards and best practices.

6. Preparation of the State Controller’s Reports

As required by the State Controller’s Office, preparation and submission of the annual RTPA State Controller’s Report, and Annual Transit Operators State Controller’s Report. Respondents are expected to complete these reports by January 31 of each year.

V. CONTACT PERSON

Matthew C. Boyer
Executive Secretary
Lassen County Transportation Commission
1631 Alhambra Blvd, Suite 100
Sacramento, CA 95816
(916) 759-2268
matt@mcbandassociates.com

VI. PROJECT TIMETABLE

- November 9, 2018.....Issue Request for Proposals
- November 29, 2018.....Deadline to submit questions via email
- November 30, 2018Answers distributed to all RFP recipients via email
- December 10, 2018.....Closing Date for Receipt of Proposals (11 am)**
- December 10, 2018.....Finalists contacted to schedule interviews, if required
- December 12, 2018.....Conduct interviews, if required (Proposers Must Be Available)**
- December 13, 2018.....Contract award, execute contract
- December 14, 2018.....Kick-off Meeting
- February 15, 2019.....Draft audit reports completed
- March 1, 2019Final audit reports completed
- March 11, 2019Presentation to LCTC

Proposals must be **received** no later than **11:00 am on December 10, 2018** at the LCTC office.

**LASSEN COUNTY TRANSPORTATION COMMISSION
1631 ALHAMBRA BLVD, SUITE 100
SACRAMENTO, CA 95816**

Proposals must be submitted in a sealed envelope that is clearly marked **“Fiscal and Compliance Audits.”** If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. LCTC will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer,

all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm's name, as well as that of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit LCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. LCTC expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. LCTC reserves the right to withdraw this RFP at any time without prior notice. Further, LCTC reserves the right to modify the RFP schedule described above.

B. Award

LCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. LCTC also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by LCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of LCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-Contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP;
2. Submitting proposals to LCTC;
3. Negotiations with LCTC on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, LCTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. LCTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. **Execution of the contract is expected on December 13, 2018.**

G. Term

The period of the contract will be through December 31, 2020.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by LCTC to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the Lassen County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by LCTC): \$1,000,000 per claim.

See also Attachment 2 (Standard Professional Services Agreement).

J. Contract Arrangements

The proposer is expected to execute a contract similar to LCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Disadvantaged Business Enterprise (DBE) Policy: None.
2. DBE Obligation: None.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment

because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to LCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. ***If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.***

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter
The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation.

The transmittal letter must include the following information.

- Statement confirming that if selected to interview the interviews will be held on December 12, 2018 in Susanville, CA and that key team members will be available in person. LCTC reserves the right to hold interviews by telephone only.
- A statement acknowledging that the identified Project Manager must be available in person at the December 12, 2018 interview.
- Explanation of any conflicts of interest or a statement that the team has no conflicts of interest.
- A statement noting any requested modifications or exceptions to the Standard Professional Services Agreement (Attachment 2).

2. Table of Contents
A listing of the major sections in the proposal and the associated page numbers.

3. Introduction
In this section, the proposer should demonstrate an adequate understanding of the role and relationships of LCTC and an awareness of issues specific to the Lassen County and City of Susanville.

4. Technical Approach
Technical approach should include the following.

- a) A thorough explanation of the consultant's proposed course of action. References should be made to the RFP requirements and the consultant's plans for meeting those requirements;

- b) An itemized description of the proposed project schedule and the end products to be produced; and,
 - c) Unique insight and recommendations.
5. Project Management
The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely and that the quality of the products will meet LCTC's requirements.

6. Consultant Staff
The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Time and Services Proposal: The Proposal must indicate the anticipated total efforts, expressed in percentages of person-hours to be provided by each professional and each member of the supporting professional staff. Specific responsibilities of the lead consultant and other key personnel should be detailed. Do not include any cost information with the time and services proposal.

7. Consultant Qualifications and References
The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services; and,
- b) A brief description of the firm's experience with similar projects.

8. Cost Proposal
The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize the direct hourly rates, fringe benefit rate, indirect cost rate, travel, materials and supplies. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. See the attached Sample Cost Proposal including the requirements for indirect cost reimbursement. The same cost proposal detail is required for sub-consultants. Include a total "not-to-exceed" amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope.

Number of Copies

The proposer must provide three (3) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Proposals.

The proposer must also provide a PDF copy of both the Proposal and Cost Proposal in PDF format on a CD or flash drive.

All proposals shall be **received** no later than **11:00 am on December 10, 2018** at the Lassen County Transportation Commission, 1631 Alhambra Boulevard, Suite 100 (inside NORR), Sacramento, California 95816. All proposals shall be submitted in a sealed envelope that is clearly marked "**Fiscal and Compliance Audits.**" Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the Lassen County Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

IX. PROPOSAL EVALUATION AND SELECTION

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as the following.

- Firms Qualifications, Experience, and References
- Project Manager and Staff Qualifications
- Work Plan (Technical Approach)
- Quality and Responsiveness of the Proposal

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, LCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

X. FINANCIAL AND COMPLIANCE AUDITS

Agency Financial Audits and Reports to the State Controller

Lassen County Transportation Commission
Lassen Transit Services Agency

<u>Claimants</u>	<u>Transit</u>	<u>Non-Transit</u>
City of Susanville		X
Lassen County		X
Lassen Transit Services Agency		X
Lassen County Transportation Commission		X

Claimant Funds / Funds Controlled by LCTC

Local Transportation Fund
State Transit Assistance Fund

Transportation Enhancement Activities Exchange Funds
Regional Surface Transportation Program Exchange Funds
Planning, Programming and Monitoring Funds
Proposition 1B Transit and Transit Security Funds
Senate Bill 1 Transit (State of Good Repair)
Low Carbon Transit Operations Program

XI. PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the LCTC concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the LCTC. Such protests shall be applicable only to procurements wherein the LCTC requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the LCTC working days.

FILE OR SUBMIT: Refers to the date of receipt by the LCTC.

INTERESTED PARTY: All bidders or proposers involved in an LCTC procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) the LCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

Protests of the LCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

D. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.
2. Protests must be submitted in writing to the attention of the LCTC Executive Secretary. The written protests shall include:
 - (a) The name, address, and telephone number of the protester
 - (b) The LCTC solicitation number and project description
 - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - (d) The resolution sought from the LCTC by the protester.
3. The LCTC Executive Secretary shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - (a) The goods or services being procured are urgently required
 - (b) Delivery or performance will be unduly delayed by failure to make an award promptly
 - (c) Failure to make prompt award will result in termination of a critical LCTC function or activity or otherwise cause undue harm to the LCTC, or
 - (d) The LCTC Executive Secretary prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The LCTC Executive Secretary shall be responsible for making a written determination that circumstances require the LCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the LCTC Executive Secretary.

5. All protests received within the specified period shall be examined by the LCTC Executive Secretary.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the LCTC.

6. The LCTC Executive Secretary may attempt to resolve the protest with the affected party. If a) the LCTC Executive Secretary elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the Lassen County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the LCTC Protest Procedures.

For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The LCTC Executive Secretary shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the LCTC may proceed with the procurement process. If the decision of the Commission is to uphold the protest, then the LCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the LCTC Executive Secretary award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the LCTC Executive Secretary determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the LCTC Executive Secretary shall effect an agreement with the Contractor for suspension of activity.

XII. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. All invoices will be mailed to the LCTC office at 1631 Alhambra Boulevard, Suite 100, Sacramento, CA 95816.

XIII. PROFESSIONAL SERVICES AGREEMENT

The selected consultant must enter into a Professional Services Agreement with LCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget and schedule to complete the study will be incorporated into the professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in LCTC sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS:

Attachment 1: Sample Cost Proposal

Attachment 2: Standard Professional Services Agreement

ATTACHMENT 1
SAMPLE COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

a) TOTAL DIRECT LABOR COSTS \$ -

FRINGE BENEFITS

b) Fringe Benefits Rate: _____ c) TOTAL FRINGE BENEFITS [(a) x (b)] \$ -

d) TOTAL DIRECT LABOR AND FRINGE BENEFITS [(a) + (c)] \$ -

INDIRECT COSTS *

e) Indirect Cost Rate (ICR): _____ f) TOTAL INDIRECT COSTS [(d) x (e)] \$ -

FEE (Profit)

g) Rate: _____ h) TOTAL FIXED PROFIT \$ -

OTHER DIRECT COSTS:

i) Travel/Mileage Costs (supported by actual costs) \$ -

j) Supplies \$ -

k) Copies \$ -

l) Subconsultant costs (attach detailed cost proposal in same format as prime consultant for each subconsultant) \$ -

m) TOTAL OTHER DIRECT COSTS [(i) + (j) + (k) + (l)] \$ -

TOTAL COST [(d) + (f) + (h) + (m)] \$ -

* Prior to requesting reimbursement of indirect costs, Consultant must have an Indirect Cost Rate (ICR) developed in accordance with Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System, Part 31 - Contract Cost Principles and Procedures.

**LASSEN COUNTY TRANSPORTATION COMMISSION
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of September, 2018, at Sacramento, California, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and [Insert Full Legal Name of Entity and Entity Type (Corporation, LLC or Partnership)] (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on [INSERT COMPLETION DATE], unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Chief Executive Officer. Approval shall not be presumed unless such approval is made by LCTC in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon

request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not exceed [INSERT CONTRACT AMOUNT] (\$ _____), unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to the LCTC. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by LCTC of any circumstances or data identified by LCTC in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as Exhibit C is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.
- b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. LCTC shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If LCTC issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to LCTC copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.

9. Assignment: The parties understand that LCTC entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of LCTC, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of LCTC. If LCTC consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

a. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit LCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless LCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by LCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).	\$1,000,000 per claim.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by LCTC.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects LCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to LCTC.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. LCTC or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

- b. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.

17. Project Manager:

LCTC's Project Manager for this Agreement is Caroline Payne, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Project Manager at the following address:

[Insert Project Manager Name and Title]

Lassen County Transportation Commission
707 Nevada Street #4
Susanville, CA 96130
(530) 251-8288

[Insert Project Manager Email Address]

Contractor's Project Manager for this Agreement is Derek Wong. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

[Insert Project Manager Name and Title]

[Insert Contractor Company Name]

[Insert Contractor Mailing Address]

Insert Phone Number]

[Insert Email Address]

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of LCTC to enforce these provisions.

20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of LCTC.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants

Contractor assures LCTC that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military

or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization'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. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from LCTC under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed

or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or

produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

[NAME AND TITLE]

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

[INSERT FULL LEGAL NAME OF CONTRACTOR]

[NAME AND TITLE]

EXHIBIT “A”

Scope of Work

[INSERT SCOPE OF WORK]

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LCTC consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the LCTC Board of Directors are:

[INSERT CURRENT BOARD MEMBERS]

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LCTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LCTC Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section,

returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street #3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT C - LCTC REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

[INSERT ANY INTERNALLY REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES]



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD
SUITE 100
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary
Matthew C. Boyer & Associates

PH: (530) 953-8857

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 4.14

Date: November 14, 2018

From: Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matthew C. Boyer", is written over the printed name.

Subject: Vehicle Speed Feedback Signs

REQUESTED ACTIONS

BY MOTION, direct staff to work with County of Lassen staff to present a status report to the Board of Supervisors, with one option being the County assuming responsibility for the on-going maintenance and operation of the existing unincorporated vehicle speed feedback signs.

PAST ACTION

Although records are incomplete, it appears that initial funding for the purchase and installation of vehicle speed feedback signs included funding from the LCTC, local agencies, school districts, and the Lassen Municipal Utility District.

In June 2018, staff presented the LCTC with a proposal to have a licensed electrical contractor evaluate the eight vehicle speed feedback signs located in the unincorporated areas of Lassen County. Titan Electrical Contractors of Reno was chosen to do the work. That evaluation identified a cost of approximately \$9,800 to bring eight speed feedback signs to full operation. The report and estimate of repair are included as Attachment 2.

At the Commission's June meeting, the LCTC directed staff to inquire with Caltrans District 2 to determine if they would take over maintenance of the signs at Shaffer Elementary School (US 395), prior to presenting to the Lassen County Board of Supervisors about the disposition of the remaining six signs.

On October 31, 2018 Caltrans provided the attached response (see Attachment 3).

During this process staff also contacted the City. The City is willing to continue to maintain similar devices installed within the City limits.

DISCUSSION

On October 31, 2018, Dave Moore, responded that Caltrans would not be able to provide maintenance for the signs at Shaffer Elementary School. With this, LCTC staff can proceed to working with County staff to develop information for a presentation to the Board of Supervisors. The presentation should include the following.

- Background information detailing LCTC and County staff efforts regarding the feedback signs
- The current status of the eight signs
- Information from Titan Electric on the estimated cost to repair each
- Request for guidance from the Board of Supervisors regarding next steps

The Caltrans letter of October 31, leaves the LCTC and the County with the same issues and options being discussed earlier in the year, but with the benefit of the information from Titan Electrical.

There are two issues.

- Should one or more signs be removed? And, what agency will accept legal responsibility for the maintenance and operation of any unincorporated area signs that are not removed?
- What funding source is available to fund the deferred repair work?

One potentially-lower cost option would be to remove all the signs and purchase a similar trailer-mounted sign that can be taken to various locations.

- The benefit to this approach is both a cost savings, and the general principle that temporary signs have a greater impact on drivers, relative to permanently-installed signs that tend to become part of the background to frequent motorists.
- The primary disbenefit is the resources needed to tow the sign to various locations and store it when not deployed.

ALTERNATIVES

The Commission could also determine that the signs have reached the end of their necessity and request that the County remove the signs.

Attachments (3)

Vehicle Speed Feedback Signs - Lassen County					
	Location	Functioning	Contact	Original Funding	Status
1	Shaffer Elementary School SR 395 E	No	Diane Paarday, District CBO (530) 254 6577	Shaffer Elementary \$2,000	Signs are not functioning. School wants to keep them due to students walking home and sharp turn located near school. Will often have staff directing traffic to slow down.
2	Shaffer Elementary School SR 395 W	No	Ed Brown, Superintendent (530) 253-3551	Keefer \$2,000	Signs are functioning most of the year but don't work well in the winter time due to angle of the sun. Otherwise, signs are fully functioning.
3	Janesville Elementary School Main St. SW	Sometimes	Vicky Leitaker, Superintendent (530) 256-3235	Richmond \$2,000	Signs function sometimes, but need constant repair. Maintenance crew can sometimes get signs to work but needs a separate key to open the cabinet. Willing to learn how to fix. Need to track down who has those keys.
4	Janesville Elementary School Main St. NW	Sometimes			
5	Richmond Elementary School Richmond Rd. E	No			
6	Richmond Elementary School Richmond Rd. W	No			
7	Westwood High School 3rd St. E	Sometimes	Randy Bobby, Superintendent (530) 256-2311	Westwood High \$2,000	Both signs will flash telling drivers to slow down, but do not display the radar speed.
8	Westwood High School 3rd St. W	Sometimes			
9	Fletcher-Walker-Elementary Delwood St. S	No	District (530) 256-2311		School officially closed (will not reopen) but signs are still up and are not functioning. No longer needed... should be taken down.
	Westwood-Horizon-High Mooney Rd. E	Removed		Board of Supervisors \$3,000	These signs were removed and confirmed by Kim Walker
	Westwood-Horizon-High Mooney Rd. W	Removed			

General Notes



Lassen Vehicle Feedback Sign Repairs

Lassen County, California

Bid Prepared for

Contractor: MCB & Associates

Contact: Matt Boyer

Address: 1631 Alhambra Boulevard, Suite 100
Sacramento, CA 95816

Date: 6/8/2018

Phone No: (916) 594-7077

E-Mail: matt@mcbandassociates.com

Project Scope

Provide the Following Electrical Materials and Labor to Make Site Specific Make Repairs:

Richmond Elementary Eastbound: Clean solar panel and cabinet, replace battery, replace solar controller. Flasher is not working.

Richmond Elementary Westbound: Clean solar panel and cabinet & replace battery, re-align/aim solar panel. Flashers are not working.

Fletcher Walker Elementary Southbound: Clean solar panel and cabinet, replace battery, replace solar controller.

Westwood High School Eastbound: Clean solar panel and cabinet, replace battery, replace battery mount inside cabinet. Static sign is damaged.

Westwood High School Westbound: Clean solar panel and cabinet, replace battery, fuse, and solar controller.

Schaffer Elementary School Westbound: Clean solar panel and cabinet & replace battery.

Schaffer Elementary School Eastbound: Based on evaluation, it is believed the entire system need to be replaced.

Janesville Elementary Northbound: Clean solar panel and cabinet & replace battery. Suggest landscaping to un-obstruct solar panel.

Janesville Elementary Southbound: Clean solar panel and cabinet, replace battery, replace solar controller. Suggest landscaping to un-obstruct solar panel.

Exclusions

- 1 Flasher replacement or repair; direct bury investigation to identify power issues.
- 2 Landscaping or cutting back or landscaping to provide clear view for solar panels.
- 3 Surveying, traffic control



Bid Pricing

Bid Item #	Pay Item Number	Bid Item Description	Bid Quantity	Unit	Bid Amount
0	0	Mobilization	1	LS	\$ 400.00
0	0	Richmond Elementary Eastbound VSFS	1	LS	\$ 610.00
0	0	Richmond Elementary Westbound VSFS	1	LS	\$ 450.00
0	0	Fletcher Walker Elementary Southbound VSFS	1	LS	\$ 630.00
0	0	Westwood High School Eastbound VSFS	1	LS	\$ 450.00
0	0	Westwood High School Westbound VSFS	1	LS	\$ 650.00
0	0	Schaeffer Elementary School Westbound VSFS	1	LS	\$ 390.00
0	0	Schaeffer Elementary School Eastbound VSFS	1	LS	\$ 5,200.00
0	0	Janesville Elementary Northbound VSFS	1	Each	\$ 390.00
0	0	Janesville Elementary Southbound VSFS	1	Each	\$ 630.00
		Total			\$ 9,800.00

Please do not hesitate to call me at 691-3759 with any questions.

Respectfully Submitted
Titan Electrical Contracting

Ryan Greenhalgh
Project Manager

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DISTRICT DIRECTOR
1657 RIVERSIDE DRIVE
REDDING, CA 96001
PHONE (530) 225-3477
FAX (530) 225-2459
TTY 711
www.dot.ca.gov/dist2/



*Making Conservation
a California Way of Life.*

October 31, 2018

Mr. Matthew Boyer
Executive Secretary
Lassen County Transportation Commission
1631 Alhambra, Suite 100
Sacramento, CA 95816

Dear Mr. Boyer:

Thank you for your letter dated September 5, 2018 regarding vehicle speed feedback signs (VFS) near various public schools in Lassen County. You are correct in stating that public safety is Caltrans' number one concern, and our commitment to safety in Lassen County will always be a top priority.

This issue has been visited over the past few years regarding the installation and maintenance of the VFS within the State right of way. Please reference the attached letters to the Lassen County Department of Public Works date September 6 and September 27, 2017.

The installation of the VFS was granted under encroachment permit number 0205-NMC-0578 that granted Lassen County permissive authority to construct the VFS within the State right of way with the condition that the County be responsible for all maintenance and upkeep.

Caltrans issues hundreds of permits per year that require the permittee to maintain the encroachment. Many of these encroachments are with other governmental agencies, and Caltrans must stay consistent with the required maintenance. If we were to deviate from this policy, it could be construed as a gift of public funds, which is not allowed.

It is our sincere wish that you will be able to work out the maintenance of the VFS with the various school administrations, since we also feel they provide an additional level of safety.

Mr. Matthew Boyer
October 31, 2018
Page 2

If you have any questions, please contact Deputy District Director, Don Anderson at (530) 225 3545.

Sincerely,



DAVE MOORE
District Director
District 2

C: Don Anderson, Deputy District Director
Tony Pascal, District Permit Engineer
Mike Mogen, Project Manager
Deena Matagulay, North Region Office Engineer
Tamara Rich, District Regional Planner

Enclosure

INVOICE



Matthew C. Boyer & Associates
1631 Alhambra Boulevard, Suite 100
Sacramento, CA 95816
916-759-2268
matt@MCBandAssociates.com

To: Mr. David Teeter, Chairman
Lassen County Transportation Commission
1631 Alhambra Blvd., Ste. 120
Sacramento, CA 95816

Lassen County Transportation Commission Executive Secretary and Staffing Services

Project Title:

Date: November 14, 2018
MCB Invoice # 17-46-011
Billing Cycle Ended: 10/31/2018 (October 31, 2018))

Staff Member	Total Hours	Payroll Rate	Overhead Rate	Profit (5%)	Total Rate	Total Cost
Matt Boyer	55.00	\$ 65.00	\$ 71.50	\$ 6.83	\$ 143.33	\$ 7,882.88
Steve Borroum	4.00	\$ 55.00	\$ 60.50	\$ 5.78	\$ 121.28	\$ 485.10
Dianna Hillyer	2.00	\$ 25.00	\$ 27.50	\$ 2.63	\$ 55.13	\$ 110.25
Cynthia Lou	15.00	\$ 11.50	\$ 12.65	\$ 1.21	\$ 25.36	\$ 380.36
John Clerici	14.50	\$ 50.00	\$ 55.00	\$ 5.25	\$ 110.25	\$ 1,598.63

Direct Costs (receipts attached)

Contract Subconsultant: LSC Transportation Consultants

\$0.00

Printing, copies, reproduction
Travel (Lodging, meals)

No Charge
No Charge

TOTAL	\$	10,457.21
Prior Balance	\$	30,155.03
Payment	\$	-
Total Due	\$	40,612.24

Thank you for your history of prompt payment! As a small business, we greatly appreciate it!

INVOICE



Matthew C. Boyer & Associates
 1631 Alhambra Boulevard, Suite 100
 Sacramento, CA 95816
 916-759-2268
 matt@MCBandAssociates.com

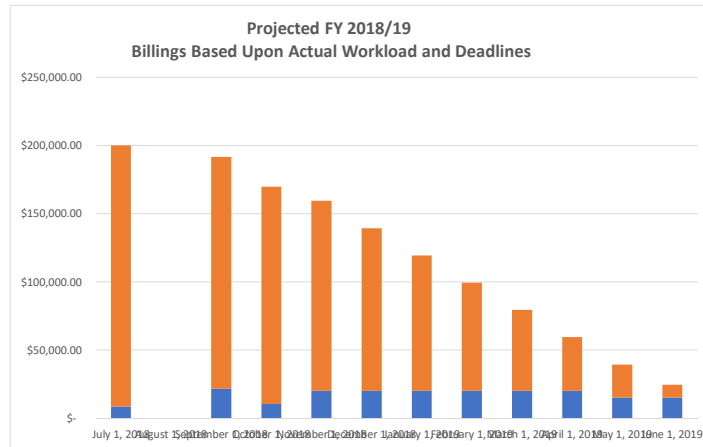
Project Title: Lassen County Transportation Commission
 Executive Secretary and Staffing Services

Date: April 30, 2018
MCB Invoice # 17-46-011
Billing Cycle Ended: 4/30/2018

To: Mr. David Teeter, Chairman
 Lassen County Transportation Commission
 1631 Alhambra Blvd., Ste. 120
 Sacramento, CA 95816

FY 2018/19 Contract Amount \$ 200,000.00 \$ 200,000.00

Invoice #	Date	Invoice Amount	Year to Date	Projected Balance	Notes
17-46-009	July 31, 2018	\$ 8,485.94	\$ 8,485.94	\$ 191,514.06	
17-46-010	September 30, 2018	\$ 21,669.09	\$ 30,155.03	\$ 169,844.97	2 month invoice
17-46-011	October 31, 2018	\$ 10,457.21	\$ 40,612.24	\$ 159,387.76	
Estimated	November 30, 2018	\$ 20,000.00	\$ 60,612.24	\$ 139,387.76	
Estimated	December 31, 2018	\$ 20,000.00	\$ 80,612.24	\$ 119,387.76	
Estimated	January 31, 2019	\$ 20,000.00	\$ 100,612.24	\$ 99,387.76	
Estimated	February 28, 2019	\$ 20,000.00	\$ 120,612.24	\$ 79,387.76	
Estimated	March 31, 2019	\$ 20,000.00	\$ 140,612.24	\$ 59,387.76	
Estimated	April 30, 2019	\$ 20,000.00	\$ 160,612.24	\$ 39,387.76	
Estimated	May 31, 2019	\$ 15,000.00	\$ 175,612.24	\$ 24,387.76	
Estimated	June 30, 2019	\$ 15,000.00	\$ 190,612.24	\$ 9,387.76	



Remaining Contract Balance (converting contract calendar years to fiscal years, for comparison)
Actual/Project Monthly Billing

PROGRESS REPORT

Project: Lassen County Transportation Commission

MCB Project #: 17-46

Period: October 1, 2018 – October 31, 2018

WORK COMPLETED (through October 31, 2018)

Meetings

- November 5, 2018 Technical Advisory Committee meeting.
- Met with County Auditor to discuss how to create acceptable budget documents.

Administration

- Processed invoices for Commission contractors and expenses.
- Prepared miscellaneous correspondence to Caltrans on various planning, project and grant administration matters.
- Maintained the LCTC website (LassenCTC.com) with updated agendas, minutes, documents, and other information. Began converting website to comply with new Legislative website requirements that become effective January 2, 2019.

Planning

- Prepared materials for and led kick-off meeting for the State Route 36 Complete Streets and Safe Mobility Study.
- Reviewed and distributed proposals received for the US 395 Coalition and Implementation Plan. Prepared materials for November 5 interviews.
- Coordinated with the Susanville Indian Rancheria consultant on the Rancheria's tribal programs and plans that are being prepared separately.
- Attended Rural Counties Task Force and related inter-agency meetings.

Programming

- Processed Local Transportation Fund Apportionment, Notified Claimants, Prepared Claim Forms.
- In coordination with Lassen Transit Services Agency staff administered funding for the Low Carbon Transit Operations Program (LCTOP), Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), and other funding.

WORK PROJECTED (NOVEMBER 2018)

- Conduct interviews for the US 395 Coalition and Implementation Plan.

- Prepare materials for the November 19, 2018 Commission meeting.
- Finalize County format budget documents.
- Continue processing Local Transportation Fund claims, and oversee other funding sources.
- Provide information updates to the Volkswagen Settlement Group and assist in preparing applications, when available.
- Additional next steps to the work, as identified above.

ISSUES REQUIRING RESOLUTION

None.

WEEKLY NEWSLETTER

REPORT FOR WEEK ENDING: November 2,2018

CONTRACTOR: Hat Creek Construction

RESIDENT ENGINEER: John Yolton

Job Description: Susanville CAPM

PROJECT MILESTONES:

PROGRESS & TIME

<i>Original Advertise:</i> 09/25/17	<i>Contract Time Elapsed:</i> 28%
<i>First Bid Opening:</i> 11/01/17	<i>Estimated % of Work Complete:</i> 30%
<i>Re-Advertise:</i> 01/08/18	
<i>Bid Opening:</i> 02/13/18	
<i>Award:</i> 06/11/18	<i>Total Working Days:</i> 200
<i>Approved:</i> 07/09/18	<i>First Contract Working Day:</i> 08/06/18
<i>Start of Work:</i> 08/06/18	<i>Last Working Day per WSWD:</i> 05/29/19
<i>Work Completed:</i> TBD	<i>Estimated Date of Completion:</i> 05/29/19
<i>Recommend Acceptance:</i> TBD	
<i>Contract Acceptance:</i> TBD	
<i>PFE Sent:</i> TBD	

THIS PAST WEEK THE FOLLOWING WORK WAS COMPLETED:

Pavement markings (arrows, etc) placed on new pavement
Shoulder backing placed between E. Richmond and Riverside.
General cleanup and punchlist work

ANTICIPATED WORK TO BE PERFORMED NEXT WEEK:

Work Can Be Anticipated at All Hours, Sun Night Thru Friday Afternoon

It is anticipated that November 9th will be the final day of work for 2018!

On New Pavement Sections :

Shoulder backing : Town Hill and E. Riverside to Richmond

Jobwide :

Punchlist & General Cleanup work

Electrical Work

Install traffic monitoring cameras at Johnstonville & Riverside

- These will help improve performance of the system decrease wait times.

Various punchlist work

ADDITIONAL INFORMATION:



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA AVENUE
SUITE 100
SACRAMENTO, CA, 95816

Matthew C. Boyer, Executive Secretary

(530) 953-8857

November 8, 2018

Mr. Don Reynolds, CPA
1438 Oregon Street
Redding, CA 96001

Mr. Reynolds:

This letter is to inform you that the Lassen County Transportation Commission ("LCTC") is no longer in need of your services. All prior agreements between LCTC and your office have expired and LCTC has chosen not to proceed with any future agreements for services at this time, as such, please disregard the proposed draft agreement for audit services that was sent to you via email on October 29, 2018.

Additionally, we would request that all records of audits performed by your office and any related documentation relied upon to perform these services be provided to LCTC. These documents may either be provided electronically via email to matt@mcbandassociates.com or mailed to our office at 1631 Alhambra Boulevard, Suite 100, Sacramento, California 95816.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Boyer", is written over a light blue circular stamp.

Matthew C. Boyer
Executive Secretary

cc: LCTC Commissioners and Technical Advisory Committee
