

REQUEST FOR PROPOSALS

Consulting and Planning Services to Create the Corcoran Active Transportation Plan

RFP Issued: October 28, 2022

Proposals Due: December 6, 2022, 5:00 p.m. PDT

I. INTRODUCTION

CivicWell, in partnership with the City of Corcoran, is seeking a qualified consultant (or team of consultants) to develop the City of Corcoran Active Transportation Plan in accordance with the specifications, terms and conditions shown in this Request for Proposal (RFP). The primary intent of this planning process is to ensure that the City develops a working document that can guide implementation of active transportation projects and programs in future years. The Plan will evaluate key issues such as incomplete sidewalk and bicycle infrastructure, pedestrian and bicyclist safety at traffic intersections and railroad crossings, and connectivity to existing park trails to develop a prioritized list of projects, a toolbox of solutions and conceptual designs/preliminary cost estimates for pedestrian and bicycle improvements. The Plan will provide city leaders, staff and the community at large a blueprint for moving forward with creating an integrated active transportation network. The Plan will also help the City prioritize funding for future implementation of active transportation projects. Special emphasis will be placed on connections to schools and to the development of a walking and bicycling trail that can go through and around the City.

This project is funded through a Caltrans Sustainable Transportation Planning Grant awarded to the City of Corcoran with the CivicWell (Formerly the Local Government Commission) as a sub-applicant. CivicWell will assist with project management and implementation, and conduct outreach to residents and stakeholders to ensure robust community engagement and input.

CivicWell and the City intend to award a contract to a consultant team that most satisfies the requirements of this RFP and can verify successful performance of similar activities. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal during the proposal process.

During this RFP process, interested parties shall direct all questions in writing to Tony Leonard at aleonard@civicwell.org.

If there is any revision to this RFP, an addendum will be issued and made available to all consultants receiving RFP documents.

II. BACKGROUND

The City of Corcoran is located approximately 19 miles south on Highway 43 of the Kings County seat of Hanford and 19 miles west of the City of Tulare and Highway 99. The city has a population (excluding the prison) of 13,000 people. This includes 3,000 school-age children and teenagers (ages 5–17), representing 23% of the population; and 1,300 seniors (ages 65 and over), or 10% of the population. Highway 43 aligns north–south along the eastern edge of the city and crosses the northern part of the city. The city’s main local/regional thoroughfares include the following avenues: 6 1/2, Dairy/6th, North, Orange, Otis, Patterson, Sherman and Whitley.

At present, major corridors in the City are designed primarily for travel by motor vehicles with minimal or no accommodations or amenities for pedestrians, cyclists or transit. Sidewalks on Corcoran’s major corridors are often narrow and many lack buffers from travel lanes. Bicycle facilities are only available on five major streets and don’t create a network that would encourage residents to ride a bike. According to the County Regional Active Transportation Plan prepared in 2019, “the main roads in Corcoran are difficult for pedestrians to cross. Most of these roads are wide, with fast, heavy traffic during peak hours; they do not provide proper crosswalks, and stop signs are generally found only on the minor cross streets.”

The challenges to walking and bicycling in Corcoran are reflected in the crash data for pedestrians and cyclists. According to the Transportation Injury Mapping System (TIMS), in the ten years from 2010-2019 the City had 20 bicycle and 43 pedestrian collisions, two of which were fatal. The Office of Traffic Safety ranking of California cities shows that from 2012 through 2018 (the last year for which data is available) Corcoran was in the top one- third of cities of a comparable size (i.e., 10,001 to 25,000 residents) for crashes involving pedestrians, pedestrians under the age of 15, pedestrians over the age of 65, bicyclists and bicyclists under the age of 15. As shown in Attachment 2, Corcoran shows up in the top one third for a variety of crashes on numerous occasions from 2012 through 2018. On four occasions, it ranked in the top 5 cities of a comparable size. For example, in the years 2012, 2013, 2014, 2015 and 2017, Corcoran ranked 5 out of 109, 2 out of 105, 24 out of 108, 11 out of 103 and 20 out of 101, respectively, for crashes involving pedestrians under the age of 15. In the years 2013, 2014 and 2017 the City ranked 4 out of 105, 2 out of 108 and 28 out of 101, respectively, for crashes involving cyclists under the age of 15. A similar pattern can be seen with older residents in the years 2014, 2015,

2017 and 2018 when the City ranked 13 out of 108, 23 out of 103, 15 out of 101 and 34 out of 102, respectively, for pedestrian crashes over the age of 65.

While there are numerous civic and recreational destinations located in the City, they are not connected by a strong, multimodal network to facilitate access and use. The City has five local schools under the Corcoran School District including three elementary schools, one middle school and one high school. While most schools are within a walkable and bikeable distance from neighborhoods, a parent survey conducted in 2013 found that that approximately 50 to 70 percent of students were driven to school by parents concerned for their safety.

Other destinations include six city parks, several medical centers/offices, pharmacies, hardware store and numerous restaurants. In 2019 Corcoran received a state grant to build a new park in the northern part of the City that could be incorporated into a pedestrian/ bicycle trail loop connecting it to downtown and the rest of the community. The City also boasts a train station in its downtown where seven Amtrak “San Joaquins” trains stop daily with connections to Sacramento, the Bay Area, Southern California and points in between, including Hanford. The City is interested in exploring the feasibility of incorporating a section of the rail corridor through town into a pedestrian/bicycle rail-with-trail and has already had preliminary discussions with BNSF railroad. With a compact form (approximately 1.75 miles east to west and 2 miles north to south) and level topography, Corcoran is well suited for walking and bicycling.

Like many cities in the Central Valley dependent on agriculture for their economy, Corcoran has very limited resources to implement active transportation projects. Corcoran houses a population that is largely low income and that faces many other economic, health and environmental challenges. In the past five years, the City has taken steps to improve active transportation. The 2014 General Plan called for improving access for pedestrians and cyclists. That same year, the City developed a Safe Routes to School Plan that engaged hundreds of residents and identified projects to create safer conditions for children to walk and bike to school. In 2019, the City participated in the regional plan prepared by Kings County. However, these plans do not go into the level of detail required to implement changes on City streets in the near future. The time is now ripe to prepare a more detailed plan that encompasses the entire City and that can better position it to identify funding for implementation through maintenance projects and from its capital improvement budget or through grants from the state Active Transportation Program. The AT Plan will meet the state requirements as set forth in Appendix A of the 2021 Active Transportation Program Guidelines adopted by the California Transportation Commission on March 25, 2020.

The timing for this project is perfect as it builds on previous active transportation efforts to conduct an intensive participatory planning effort to prepare a community-driven Active Transportation Plan that reduces vehicle miles traveled, GHG emissions, and improves safety for all modes of travel. Special efforts will be made to engage residents who can't afford a car or are not able to drive, i.e. low-income residents, children going to and from school and parks, seniors who need access to vital services and transit users. Once the barriers have been identified, the design team will work with stakeholders through an intensive design charrette planning process to develop recommendations that include changes to both the design and operation of roadways to accommodate users of all ages and abilities. Failure to move forward on this plan at this time will be a significant missed opportunity. It will mean that the City will continue without a clear plan for residents to safely walk and bicycle in town and may result in a piecemeal approach that will fall short of community needs.

III. REVIEW AND AWARD SCHEDULE

The anticipated schedule related to this Request for Proposals is as follows:

RFP Available:	October 28, 2022
Deadline for Submittal of Questions:	November 14, 2022
Response to Questions:	November 16, 2022
Deadline for Submittal of Proposal:	December 6, 2022
Consultant Selection (Expected week of):	December 12, 2022

IV. PROJECT TEAM

City of Corcoran

The City is the grant recipient and has the prime agreement with Caltrans. The City has contracted with the CivicWell to conduct a competitive bid process to select the consultant. The City is providing staffing support for the project including participation in community engagement activities, attending meetings, providing data and policy documents, and reviewing consultant products. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

CivicWell

CivicWell is assisting the City with project management and implementation and will hire a Consultant. CivicWell will organize and help facilitate the community engagement events, develop publicity materials with local input and support from the advisory group that will be established for the project, and document public input for inclusion in the resulting plan document. CivicWell has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation mapping, and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, and traffic safety and operations, will actively engage in the public process, will develop design concepts and recommendations to improve safety that respond to input from the community, and implementing and overseeing agencies, and prepare the Active Transportation Plan document. The consultant will subcontract with the CivicWell.

V. SCOPE OF WORK

The tasks below reflect the scope of work included in the Caltrans Sustainable Communities Grant which includes consultant participation and/or leadership. The proposer is advised to add any critical tasks or elements which may have been overlooked, or that can enhance remote engagement options.

Overall Project Objectives

The project and resulting plan will address a variety of community sustainability and livability objectives, including:

- Develop a comprehensive understanding of pedestrian and bicyclist needs and issues for residents of all ages and abilities.
- Prioritize areas for pedestrian and bicycle improvement based on a comprehensive set of criteria, focusing on disadvantaged neighborhoods and streets surrounding schools and popular destinations.
- Engage and solicit input from community stakeholders, staff and elected officials regarding high priority multi-modal mobility needs including future development of a Class 1 trail system.
- Evaluate the existing pedestrian network and identify gaps in the existing facilities.
- Evaluate the existing bicycle network and identify gaps in the existing facilities.
- Identify needed pedestrian and bicycle linkages to and from the City's schools, parks, downtown, train station, retail areas and future growth areas.
- Develop a prioritized list of pedestrian and bicycle projects.
- Provide a toolbox of active transportation guidelines and treatments.
- Provide an overview of active transportation funding opportunities.
- Provide an ATP-compliant master plan for active transportation empowering the City to begin implementation through maintenance and capital projects as well as to pursue opportunities for implementation funding.

Task 1: Community Outreach

The City and CivicWell will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task include:

Assemble Project Stakeholder List

CivicWell, with support from the City, will assemble a stakeholder list of City, County, and Kings County Association of Governments (KCAG) public officials and agency staff, businesses, community organizations, advocacy groups, neighborhood leaders and residents, the school district, property owners and other interest groups that reflect the demographics and perspectives of City residents. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Responsible Party: City and CivicWell

Assemble Project Advisory Group

CivicWell and the City will establish an advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from Caltrans District 6, local and regional agencies and other organizations and groups from the stakeholder list developed under the previous task. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Responsible Party: City and CivicWell

Project Advisory Group Meetings

The Project Advisory Group is expected to meet on three occasions during the project, with the possibility of additional meetings as needed. (In the event any health restrictions are in place, the meetings can be conducted remotely.)

- The first meeting is anticipated approximately 3 to 4 months before the community engagement events. Agenda topics will include key issues to address in the Plan, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review of existing conditions prepared by the consultant team and outreach and planning for the events.

- The third meeting is anticipated approximately one to two months following the community charrette events described under Task 3, below, to review proposed concepts developed during and after the engagement events.

Responsible Party: City and CivicWell, Consultant

Produce and Distribute Outreach Materials

CivicWell will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** CivicWell will produce flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, County Chamber of Commerce, library, local businesses and civic organizations will be asked to distribute flyers and information about the engagement events through their networks and at meetings and festivals. All elementary and middle schools will be asked to send announcements and flyers home with their students and to publicize events through phone and email outreach methods.
- **Media.** Announcements and press releases will be distributed to local and regional media. CivicWell staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. Announcements, project information, presentations and plan documents will be posted on the City website, and events will be publicized on social media platforms and through newsletters.

Responsible Party: City and CivicWell, **Support:** Consultant

Task Deliverables

- List of stakeholders
- List of Advisory Group members
- Notes from Advisory Group meetings
- Copies of outreach materials
- Summary of how outreach materials were distributed

Task 2: Analysis of Plans, Policies, Conditions

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: 2017 Corcoran General Plan, 2014 Corcoran Safe Routes to School Plan, and KCAG Regional Active Transportation Plan. The consultant will also coordinate with the County, KCAG

and Caltrans District staff to understand any future expenditures specific to active transportation projects that could affect the recommendations for the plan.

CivicWell and the consultant will reach out and coordinate with the school district and individual schools as well as with the Kings County health department to document student safety, education, and encouragement programs implemented at the local school level or district- wide. CivicWell staff will reach out to health agencies and organizations to identify current healthy community advocacy and education programs available to the residents of Corcoran that may be integrated into future active transportation programs.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Responsible Party: Consultant

Existing Conditions

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data. In addition, the Consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design. The Consultant will work directly with City staff for layering and formatting of GIS layers.
- Evaluate existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data; Review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information and available bicycle data from recently completed studies or reports.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
- Identify key destinations such as schools, parks, job centers, medical offices, retail, and other local and regional activity centers. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel.

The consultant will prepare base maps for design and analysis work and for use by residents at engagement activities. The consultant will provide a technical memorandum summarizing the socio-economic and data analysis for City review. The mapping for existing conditions analysis will be consistent with Statewide ATP requirements.

Responsible Party: Consultant

Task Deliverables

- Technical memorandum summarizing existing policies, plans, projects and programs • Data analysis
- Technical memorandum on existing conditions
- Base maps

Task 3: Community Engagement

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the community's vision for the future. To support this goal, CivicWell will work closely with the City to conduct a series of activities to engage residents.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objectives and guiding principles for the plan while beginning to identify proposed design solutions. CivicWell will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage the involvement of residents, and create a "buzz" that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Project Website and Survey

To complement the design charrette, the consultant team will work with the City to create a web page that residents can use to provide comments and ideas. The website will include an interactive map of Corcoran that residents can use to provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that residents can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Responsible Party: CivicWell and Consultant

Agenda Development and Logistics

CivicWell, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and CivicWell, with help from the

advisory group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Responsible Party: CivicWell; **Support:** City and Consultant

Community Design Charrette

The CivicWell, City and Consultant will organize a four-day community design charrette. If health restrictions are in place, the meetings and workshops will take place over a remote platform. The draft schedule of activities will include:

- Approximately 4-5 small group meetings with key stakeholders (e.g., government agencies, community service providers, school district and students, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps.
- Facilitated walk and bike audits to observe conditions and discuss solutions. (In the event Covid-19 restrictions are still in place, the walks and bike rides will be conducted by the consultant team with 3-5 members of staff or the Advisory Group so that they can remain properly distanced.)
- Consultant team members working for several days on-site in intense production to develop preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. (In the event Covid-19 restrictions are still in place, the open studios will be conducted remotely.)
- Review of concepts with City, KCAG and Caltrans staff.

Responsible Party: CivicWell and Consultant

Community Workshop on Draft Plan

Following preparation of the draft plan, CivicWell will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the draft plan. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event health restrictions are in place, the workshop will be conducted remotely.

Responsible Party: CivicWell and Consultant

Online Survey of Draft Concepts

Given that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted online with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete it by hand.

Responsible Party: CivicWell and Consultant

Task Deliverables

- Agenda for Community Engagement Charrette
- Sign-in sheets
- Presentations
- Notes on community comments received during charrette activities
- Notes on walk/bicycle audits
- Photos of community engagement events
- Agenda for draft plan workshop
- Notes on community comments received during draft plan workshop
- Post-workshop surveys of participants
- Survey results on draft concepts

Task 4: Draft Plan

The final deliverable will be an Active Transportation and Parkway Master Plan that will guide the City as it moves to implement projects that improve conditions for walking and bicycling throughout Corcoran. The plan will include detailed recommendations for street design, intersections, trails, and crosswalks and for expanding the Corcoran Parkway. It will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure improvements, including small and immediately feasible enhancements, and larger, more complex, longer-term and capital- intensive projects.

Plan Goals and Objectives

Based on the input received from the variety of community engagement events and the web site, the consultant will develop draft active transportation goals and objectives. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, will provide a starting point and be supplemented to address local context and availability of data. The results of this task will be used to tailor active transportation goals and objectives for Corcoran. The goals and objectives will be measurable and consider metrics utilized by other jurisdictions.

Responsible Party: Consultant; **Support:** CivicWell

Pedestrian Project Identification

The consultant will work with the City to develop the list of pedestrian recommendations based on input from the community. Additional recommendations will be determined through the technical analysis of sidewalk gaps and opportunities for connectivity. Mapping of draft pedestrian improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate citywide pedestrian projects and will develop conceptual designs for typical improvements.

Responsible Party: Consultant; **Support:** CivicWell

Pedestrian Project Prioritization and Cost Estimates

The consultant will prepare an analysis to identify priority areas for pedestrian improvements within the City using evaluation criteria such as collision history, access to local and regional destinations, current and potential demand, equity, public input, and regional connectivity. The ranking criteria should be based on the goals and objectives developed for the plan.

High-level cost estimates will be developed for typical pedestrian improvements to position the City for potential funding applications and incorporation into other capital improvement projects. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include a review of American with Disabilities Act (ADA) consistency and guidance about the review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement. An implementation matrix will be developed for the list of pedestrian improvements.

Responsible Party: Consultant; **Support:** CivicWell

Bicycle Project and Corcoran Parkway Identification

The Consultant will work with the City to develop the list of bikeway recommendations starting with the Bikeway Master Plan, General Plan Circulation Element, the Parkway prefeasibility study and input from the community. Additional bikeways network recommendations and a recommended route for expansion of the Parkway will be determined through agency staff coordination and technical analysis of gaps and opportunities for connectivity. The consultant will create maps that illustrate citywide bikeway projects and will develop conceptual designs for typical improvements.

Mapping of draft bicycling network improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate city-wide and regional connectivity to the bicycle network.

Responsible Party: Consultant; **Support:** CivicWell

Bicycle Project Prioritization and Cost Estimates

The Consultant will evaluate and rank recommended bikeway projects based on the established criteria. The consultant will develop high-level cost estimates for each bikeway project to position the City for potential funding applications or incorporation into local funding programs. Estimates should include information about capital costs to implement bikeway projects as well as maintenance costs related to pavement material, landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. An implementation matrix will be developed for the list of bikeway improvements.

Responsible Party: Consultant; **Support:** CivicWell

Funding Source Matrix

The consultant will develop a compiled matrix of funding sources for the pursuit of grants to plan and implement active transportation improvements. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, parks, health, and sustainability sources. The funding list will include public and private sources and details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance.

The consultant, with assistance from CivicWell, will identify the most likely near-term funding sources which consider Federal, State, and local requirements as well as locally adopted policies to determine “likely” funding sources. The information will include the anticipated schedule for calls, and key information related to match requirements. The funding matrix will be developed to help guide and position the City for potential funding opportunities.

Responsible Party: Consultant; **Support:** CivicWell

Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. CivicWell will prepare a section summarizing the public process and documenting community engagement for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be made available for review by the Advisory Group, local agencies and the public. The City will post a notice on its website when the draft plan is available and make it available for download. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Responsible Party: Consultant; **Support:** CivicWell

Task Deliverables

- Draft and final goals and objectives
- Draft and final pedestrian project recommendations
- List of projects, implementation matrix, pedestrian improvements cost estimates
- Draft and final bicycle project recommendations
- List of projects, implementation matrix, bicycle improvements cost estimates

- Funding source matrix
- Draft plan
- Final plan Agenda for Community Engagement Charrette
- Sign-in sheets
- Presentations

Task 5: Final Plan/City Council Adoption

Final Plan

Based on input received on the draft plan, the consultant will make all necessary revisions and prepare a final plan.

Responsible Party: Consultant; **Support:** CivicWell

City Council Review/Adoption

The consultant and CivicWell will present the plan to the City Council for review, adoption or approval. The City will submit an ADA accessible electronic copy of the final document to Caltrans.

Responsible Party: Consultant; **Support:** CivicWell

Task Deliverables

- City Council agenda
- Final hard copy of plan
- Final ADA accessible electronic copy of plan
- Meeting minutes with City Council approval

VI. PROJECT BUDGET AND TIMELINE

The project budget shall not exceed \$166,900.

The anticipated project timeline with major milestones is as follows, but subject to change in timing and format based on stakeholder and community engagement needs and consultant feedback:

Project Kickoff	January 2023
Analysis of Plans, Policies, Conditions	March 2023
Project Website and Survey	March 2023
Multi-day Charrette	May 2023
Workshop on Goals and Draft Recommendations	July 2023
Plan Goals and Objectives, Pedestrian & Bicycle Projects, Funding Source Matrix	October 2023
Draft Plan	November 2023

VII. SUBMITTAL INSTRUCTIONS

Proposals must include:

1. Cover Letter (no more than two pages) that provides the name, address, phone, and e-mail addresses of the consultant, the primary contact name, and any sub-consultants. An authorized principal of the consulting firm should sign the letter.
2. A summary of the firm's qualifications and experience to successfully perform the project tasks, including key personnel and support staff to be assigned to the project and their core responsibilities.
3. At least three relevant reference projects completed in the last five years, including a description of services, key personnel involved, core project outcomes, client name, and a reference with current contact information.
4. Elaboration on the scope of work outlined above with additional detail on the approach that will be used to conduct the project. Proposers are invited to submit enhancements to the work scope that they feel will enhance project outcomes.
5. A list and description of all deliverables.
6. A breakdown of costs by task and by assigned staff that includes hourly rates and itemized direct expenses. Tasks should utilize the enumeration included in the scope of work.

VIII. SELECTION PROCEDURE AND CRITERIA

An evaluation committee will review each response to the RFP. The City reserves the right to interview selected consultants based on the strength of the proposal and references. Proposers may be asked to clarify, supplement or modify some of the information submitted. Submittals will be evaluated according to the following criteria:

1. Demonstrated professional skills and credentials of the firm and staff to be assigned to the project, especially with respect to planning and design for all modes and active transportation.
2. Experience working collaboratively with a multi-disciplinary team in a highly participatory charrette process, in particular with underserved communities.
3. Staff assigned to the project have expertise with planning and design of neighborhood streets, transportation corridors, and trails in communities similar to Corcoran.
4. Track record of successful plan implementation.
5. A clearly defined approach to performing the scope of work.
6. Ability to deliver a well-written, straightforward and concise document with high-quality illustrative graphics.

IX. QUESTIONS/CLARIFICATIONS

Please direct any questions regarding this RFP to Tony Leonard, Project Manager via e-mail at aleonard@civicwell.org. Questions must be received by 5:00 p.m. PDT on November 14. All questions received before the deadline will be collected and responses will be emailed by no later than November 16.

X. SUBMISSION

All submissions must be completed in 12-point font, 8.5" x 11" page size, with 1" margins and should not exceed forty pages, total.

Responses must be submitted via email by 5:00 p.m. PDT on December 6, 2022, to Tony Leonard, Project Manager via e-mail at aleonard@civicwell.org.

Please include "RFP Corcoran Active Transportation Plan" in the subject line. The file size must not exceed 25 MB.

An email message will be sent confirming receipt of the proposal. If you do not receive confirmation, you may contact Tony Leonard via e-mail at aleonard@civicwell.org.

XI. CONSULTANT AGREEMENT

The agreement with the selected consultant (team) will be subject to the requirements under the Agreement for Professional Consultant Services between the City and CivicWell. Refer to attachment.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Independent Contractor Agreement ("Agreement") is made as of May 12, 2022 ("Effective Date"), by and between CivicWell ("CivicWell"), a California nonprofit public benefit corporation, and City of Corcoran, ("Client").

RECITALS

A. The Client desires to engage CIVICWELL to provide certain services and CIVICWELL desires to provide those services and to be compensated accordingly.

B. The Client and CIVICWELL enter into this Agreement in order to memorialize the terms concerning CIVICWELL's performance of the services and the Client's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, CIVICWELL and Client covenant and agree as follows:

AGREEMENTS

I. CIVICWELL'S SCOPE OF WORK

A. Appointment. The Client hereby appoints CIVICWELL as an independent contractor to perform the services described in Exhibit "A", "Scope of Services" attached hereto. CIVICWELL hereby accepts such appointment on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "A" or compensation in Exhibit "B" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by Client.

B. Method of Performing Services. CIVICWELL will determine the method, details, and means of performing the Services by CIVICWELL or any of CIVICWELL's employees. The Client shall have no right to, and shall not, control the manner or determine the method of accomplishing CIVICWELL's services. CIVICWELL shall perform the Services in a diligent, competent, and professional manner and in strict conformity with all applicable law, ordinances, statutes and governmental requirements.

C. Excuse of Performance. CIVICWELL's obligation to perform the Services may be excused or the completion dates may be extended if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by CIVICWELL, including any such circumstances

caused by the Client. If CIVICWELL seeks to be excused from performance or delay completion of the Services, CIVICWELL shall notify the Client of the reasons therefore.

D. Independent Contractor. It is the intent of the parties that CIVICWELL is and shall remain an independent contractor, and CIVICWELL shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to CIVICWELL, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

E. Insurance. CIVICWELL shall, at its sole expense, throughout the performance of the Services pursuant to this Agreement, maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis, and \$2,000,000 in the aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from on in connection with the performance of the Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$1,000,000; (3) all auto insurance with minimum limits of \$1,000,000 for each accident; and (4) workers' compensation insurance for CIVICWELL's own employees. All insurance shall be with companies and on forms acceptable to Client and shall contain a provision or endorsement that the policy may not be cancelled, terminated or modified unless thirty (30) days prior written notice thereof is furnished to the Client. All such insurance shall be (1) primary and not contributory with regard to any other insurance available to CIVICWELL, (2) be written by companies with a BEST Guide rating of A:VII or better, and (3) include the Client and its officers, directors, shareholders, employees, agents and assigns as additional insureds. Certificates evidencing that such insurance is in full force and effect shall be provided to the Client upon execution of this Agreement and at least ten (10) days prior to the expiration or renewal of any such policy.

F. Indemnification of Liability. The Parties shall mutually indemnify, defend, and hold harmless the other Party and all of its officers, directors, and affiliates from and against any and all liability imposed or claimed, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure of the indemnifying Party, including claims relating to the injury or death of any person or damage to any property. This Paragraph shall survive the termination of this Agreement.

II. COMPENSATION

A. Fee. The Client shall pay CIVICWELL a fee for the Services provided which is described in Exhibit B – Description of Compensation attached hereto.

B. Expenses. CIVICWELL shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this agreement, limited to those expenses listed in Exhibit C – Reimbursable Expenses, attached hereto, up to the maximum, total amount set forth in Exhibit C. If Exhibit C contains a line-item estimation of expenses, it is understood and agreed that, provided that CIVICWELL's performance hereunder is not negatively affected, CIVICWELL may spend more on some items and less on others; as long as the maximum amount is not increased, such changes shall

not affect CIVICWELL's right to reimbursement.

C. Invoices. CIVICWELL shall submit invoices monthly for all services rendered. Upon receipt of CIVICWELL's invoice, the Client shall notify CIVICWELL if it has any exceptions or objections to CIVICWELL's invoice.

D. Due Date for Payment. Client shall reimburse CIVICWELL within thirty (30) days of receipt of invoice.

III. TERM AND TERMINATION

A. Term. Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall be from the Effective Date to the date indicated on Exhibit D – Timeline.

B. Termination. This Agreement may be terminated at any time by either party for good cause. This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice to the non-terminating party

IV. MISCELLANEOUS

A. Entire Agreement. This Agreement embodies the entire agreement and understanding between Client and CIVICWELL on the subjects addressed herein and supersedes all prior discussions, agreements, or understandings between the Client and CIVICWELL, whether express or implied. Both parties agree that no promise or representation regarding the subjects addressed herein have been made by either party other than those expressly set forth herein.

B. Attorney's Fees. The prevailing party in any action at law or in equity necessary to enforce or interpret the terms of this MOU shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

C. Property Rights. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by CIVICWELL while performing Services under this Agreement will be assigned to and owned jointly by CIVICWELL and Client, as will any copyrights, patents, or trademarks obtained by CIVICWELL as part of performing Services under this Agreement. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by CIVICWELL in the performance of the Services for Client shall be the joint property of CIVICWELL and Client.

D. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail (with receipt confirmed), or three (3) business days after mailing is mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

If to CIVICWELL:

Lare Bloodworth
Chief Financial Officer
CivicWell
980 9th Street, Suite 1700
Sacramento, CA 95814
(916) 448-1198
lbloodworth@civicwell.org

Please send Invoices to: AP@civicwell.org

If to Client:

Kevin J. Tromborg
Community Development Director
City of Corcoran
832 Whitley Avenue
Corcoran Ca 93212
559-992-2151 Ext. 2110
Kevin.tromborg@cityofcorcoran.com

Notice delivered personally will be deemed communicated as of actual receipt.

E. Governing Law. This Agreement shall be construed under the laws of the State of California.

F. No Discrimination. CIVICWELL certifies and agrees that CIVICWELL will not discriminate against any employee, volunteer, or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS, in accordance with requirements of local, state, and federal law. CIVICWELL shall take affirmative action to assure the qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS. CIVICWELL shall comply with all local, state, and federal posting and certification requirements.

G. Assignment. The rights and obligations of Client under this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of Client. Client depends on the personal services of CIVICWELL, and CIVICWELL shall not assign this Agreement or any rights or duties hereunder without the express written consent of Client nor shall CIVICWELL delegate any obligations hereunder to any other person or entity without the express written consent of Client, provided, however, that nothing in this Paragraph H should be construed to prevent CIVICWELL from using assistants under CIVICWELL's direction and control to assist CIVICWELL in the performance of his or her services. Any assignment or delegation by CIVICWELL without such written consent shall be void.

H. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

I. Binding Effect. This Agreement shall not be binding on Client or CIVICWELL until it is

executed by both Client and CIVICWELL in the signature block below. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

J. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

K. Construction. This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Each of the parties further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choice regarding each term and condition of this Agreement, that they each understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement.

L. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

M. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date.

CLIENT: City of Corcoran

By: 
Gregg Gatzka, City Manager
May 12, 2022

LGC: THE LOCAL GOVERNMENT COMMISSION,
a California nonprofit public benefit corporation

By: 
Lare Bloodworth, Chief Financial Officer
<<Date>> May 12 2022

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND
CONTRACTS
1727 30TH STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
FAX (916) 227-6155
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>

**Contract Number: 74A1287**

December 20, 2021

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

Dear Kevin Tromborg:

A fully executed copy of the above-referenced contract is enclosed for your files. You are not authorized to commence work until you have been notified by the State's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work or services performed prior to contract/amendment approval, nor is the Contract Manager authorized to change the terms of the contract.

All invoices are to be submitted to the Contract Manager in triplicate:

- with the above Contract Number placed next to your firm's name,
- with your Address and Phone Number preprinted on the invoice in the format shown in the contract, if appropriate,
- with All Documentation required to prove costs, and
- with Any Additional Information required by the terms of the contract.

You are encouraged to pay your suppliers and subcontractors in a timely manner. You are also reminded that, unless stipulated otherwise in the contract, you must pay your suppliers and subcontractors prior to requesting any reimbursement, if applicable, from the State.

All questions regarding invoices, documentation supporting invoices, payments, and services are to be directed to Scott Lau at (559) 981-7341.

Sincerely,
Gurinder Kaur
Contract Analyst

Enclosure

c: Contract Manager

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND
CONTRACTS
1727 30TH STREET, MS 65
SACRAMENTO, CA 95816-7006
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All questions regarding invoices, documentation supporting invoices, payments, and services are to be directed to Scott Lau at (559) 981-7341.

Sincerely,
Gurinder Kaur
Contract Analyst

Enclosure

c: Contract Manager

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

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

Attachments:

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

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

Recitals

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

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

Section I

AGENCY Responsibility:

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

Section II

CALTRANS Responsibility:

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

Section III

Parties' Mutual Responsibilities:

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

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

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

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

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds					
\$224,892.00	\$29,137.00	\$0	\$29,137.00	11.47%	\$254,029.00

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

above.

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

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Kevin Tromborg, Email: kevin.tromborg@cityofcorcoran.com, Phone Number: (559) 992-2151.
- b. **AGENCY's** Financial Manager for the Project is N/A.
- c. **CALTRANS'** Contract Manager is Scott Lau, Email: Scott.Lau@dot.ca.gov, Phone Number: (559) 981-7341. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Corcoran

Attention: Kevin Tromborg, Community Development Director
Phone Number: (559) 992-2151
Email: kevin.tromborg@cityofcorcoran.com
Address: 832 Whitley Avenue
Corcoran, CA 93212

California Department of Transportation

D6/Planning
Attention: Scott Lau, Associate Transportation Planner
Phone Number: (559) 981-7341
Email: Scott.Lau@dot.ca.gov
Address: 1352 West Olive Avenue
Fresno, CA 93778

10. Period of Performance

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

11. Changes in Terms/Amendments

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

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$224,892.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will

only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

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

14. Budget Contingency Clause

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

15. Payment and Invoicing

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

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost

reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

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

17. Quarterly Progress Reporting

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

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

20. Americans with Disabilities Act

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

21. Indemnification

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

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

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

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

23. Retention of Records/Audits

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

24. Adjudication of Facts in Disputes

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

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

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

25. Third-Party Contracts

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

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

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

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

26. Drug-Free Workplace Certification

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

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

27. Relationship of Parties

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

28. State-Owned Data

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

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

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

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

30. Mandatory Organic Waste Recycling

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

31. ADA Compliance

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

32. Project Close Out/Final Product

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

33. Ownership of Proprietary Property

a. Definitions

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

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

b. Ownership of Work Product and Rights

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

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

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

c. Inventions

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

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

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

d. **Additional Provisions**

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

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

e. Ownership of Data

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

34. Electronic Signatures

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

Section IV

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF CORCORAN

By: Brian Quacchia

By: [Signature]

Printed Name:
Brian Quacchia

Printed Name:
GREG BATZKA

Title:
Contract Officer

Title:
CITY MANAGER

Date:
12/20/2021

Date:
12-16-21

By: [Signature]

Printed Name:
KEVIN J. Tromborg

Title:
Community Development Director

Date:
12/16/2021

By: [Signature]

Printed Name:
Marlene Spain

Title:
City Clerk

Date:
12-16-21

RESOLUTION NO. 3091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AUTHORIZING CITY MANAGER OR ITS DESIGNEE TO EXECUTE AND
IMPLEMENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE SUSTAINABLE ACTIVE TRANSPORTATION
PLANNING GRANT**

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

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

WHEREAS, City of Corcoran City Council delegate authorization to execute and implement this agreement and any amendments thereof;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council does hereby accepted the award and authorize the City Manager and/or Community Development Director to execute all Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 27th day of July, 2021, by the following vote:

AYES: Nolen, Palmerin, Ojeda, Robertson and Zamora-Brage

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Patricia Nolen
Patricia Nolen, Mayor

ATTEST:

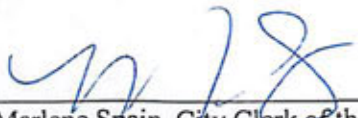
Marlene Spain, City Clerk

CLERK'S CERTIFICATION

STATE OF CALIFORNIA

City/County of Kings

I, Marlene Spain, City Clerk of the City of Corcoran, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 27th day of July, 2021.



Marlene Spain, City Clerk of the City of Corcoran,
State of California

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	Fiscal Year 2021-22
Project Title	Active Transportation Plan
Organization (legal name)	City of Corcoran

Introduction

The City of Corcoran is located approximately 19 miles south on Highway 43 of the Kings County seat of Hanford and 19 miles west of the City of Tulare and Highway 99. Highway 43 aligns north-south along the eastern edge of the city and crosses the northern part of the city. The city's main local/regional thoroughfares include the following avenues: 6 ½, Dairy/6th, North, Orange, Otis, Patterson, Sherman and Whitley.

The city has a population (excluding the prison) of 13,000 people. This includes 3,000 school-age children and teenagers (ages 5–17), representing 23% of the population; and 1,300 seniors (ages 65 and over), or 10% of the population. This project will benefit all of the residents of Corcoran, a City that is classified based on several criteria as “disadvantaged.” The City has a median household income (MHI) of \$40,159 (U.S. Census Bureau, American Community Survey, 2019), 53% of the state's median household income, far below the definition of a “disadvantaged” community. 83% of children attending schools in the Corcoran Joint Unified School District are eligible for Free and Reduced-Price Meals. Calenviroscreen 3.0 classifies the City's three Census tracts in the 85-90 percentile, 75-80 percentile and 65-70 percentile in California. All three Census tracts suffer a heavy burden from air pollution scoring in the 99th percentile for PM 2.5, and 91st percentile for ozone.

The City will engage residents from throughout Corcoran, especially from neighborhoods with lower income residents to identify challenges and develop recommendations. We will organize a highly participatory planning effort to prepare a comprehensive, community-driven Active Transportation Plan that strengthens connections and improves safety, mobility and access for walking and bicycling. The Plan will identify priority areas for pedestrian/bicycle improvements, will recommend specific projects, and will establish priorities and cost estimates for future implementation projects. Special emphasis will be placed on connections to schools and to the development of a walking and bicycling trail

Attachment II

that can go through and around the City. An Active Transportation Plan that improves conditions for walking and bicycling throughout the City will benefit all residents but will be a greater benefit for lower income residents who don't own a car or who are more dependent on walking or bicycling.

At present, major corridors in the City are designed primarily for travel by motor vehicles with minimal or no accommodations or amenities for pedestrians, cyclists or transit. Sidewalks on Corcoran's major corridors are often narrow and many lack buffers from travel lanes. Bicycle facilities are only available on five major streets and don't create a network that would encourage residents to ride a bike. According to the County Regional Active Transportation Plan prepared in 2019, "the main roads in Corcoran are difficult for pedestrians to cross. Most of these roads are wide, with fast, heavy traffic during peak hours; they do not provide proper crosswalks, and stop signs are generally found only on the minor cross streets."

The challenges to walking and bicycling in Corcoran are reflected in the crash data for pedestrians and cyclists. According to the Transportation Injury Mapping System (TIMS), in the ten years from 2010-2019 the City had 20 bicycle and 43 pedestrian collisions, two of which were fatal. The Office of Traffic Safety ranking of California cities shows that from 2012 through 2018 (the last year for which data is available) Corcoran was in the top one-third of cities of a comparable size (i.e., 10,001 to 25,000 residents) for crashes involving pedestrians, pedestrians under the age of 15, pedestrians over the age of 65, bicyclists and bicyclists under the age of 15. As shown in Attachment 2, Corcoran shows up in the top one third for a variety of crashes on numerous occasions from 2012 through 2018. On four occasions, it ranked in the top 5 cities of a comparable size. For example, in the years 2012, 2013, 2014, 2015 and 2017, Corcoran ranked 5 out of 109, 2 out of 105, 24 out of 108, 11 out of 103 and 20 out of 101, respectively, for crashes involving pedestrians under the age of 15. In the years 2013, 2014 and 2017 the City ranked 4 out of 105, 2 out of 108 and 28 out of 101, respectively, for crashes involving cyclists under the age of 15. A similar pattern can be seen with older residents in the years 2014, 2015, 2017 and 2018 when the City ranked 13 out of 108, 23 out of 103, 15 out of 101 and 34 out of 102, respectively, for pedestrian crashes over the age of 65.

While there are numerous civic and recreational destinations located in the City, they are not connected by a strong, multimodal network to facilitate access and use. The City has five local schools under the Corcoran School District including three elementary schools, one middle school and one high school. While most schools are within a walkable and bikeable distance from neighborhoods, a parent survey conducted in 2013 found that that approximately 50 to 70 percent of students were driven to school by parents concerned for their safety.

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Other destinations include six city parks, several medical centers/offices, pharmacies, hardware store and numerous restaurants. In 2019 Corcoran received a state grant to build a new park in the northern part of the City that could be incorporated into a pedestrian/bicycle trail loop connecting it to downtown and the rest of the community. The City also boasts a train station in its downtown where seven Amtrak "San Joaquin's" trains stop daily with connections to Sacramento, the Bay Area, Southern California and points in between, including Hanford. The City is interested in exploring the feasibility of incorporating a section of the rail corridor through town into a pedestrian/bicycle rail-with-trail and has already had preliminary discussions with BNSF railroad. With a compact form (approximately 1.75 miles east to west and 2 miles north to south) and level topography, Corcoran is well suited for walking and bicycling.

Like many cities in the Central Valley dependent on agriculture for their economy, Corcoran has very limited resources to implement active transportation projects. Corcoran houses a population that is largely low income and that faces many other economic, health and environmental challenges. In the past five years, the City has taken steps to improve active transportation. The 2014 General Plan called for improving access for pedestrians and cyclists. That same year, the City developed a Safe Routes to School Plan that engaged hundreds of residents and identified projects to create safer conditions for children to walk and bike to school. In 2019, the City participated in the regional plan prepared by Kings County. However, these plans do not go into the level of detail required to implement changes on City streets in the near future. The time is now ripe to prepare a more detailed plan that encompasses the entire City and that can better position it to identify funding for implementation through maintenance projects and from its capital improvement budget or through grants from the state Active Transportation Program. The AT Plan will meet the state requirements as set forth in Appendix A of the 2021 Active Transportation Program Guidelines adopted by the California Transportation Commission on March 25, 2020.

The timing for this project is perfect as it builds on previous active transportation efforts to conduct an intensive participatory planning effort to prepare a community-driven Active Transportation Plan that reduces vehicle miles traveled, GHG emissions, and improves safety for all modes of travel. Special efforts will be made to engage residents who can't afford a car or are not able to drive, i.e. low-income residents, children going to and from school and parks, seniors who need access to vital services and transit users. Once the barriers have been identified, the design team will work with stakeholders through an intensive design charrette planning process to develop recommendations that include changes to both the design and operation of roadways to accommodate users of all ages and abilities. Failure to move forward on this plan at this time will be a significant missed opportunity. It will mean that the City will continue without a clear plan for residents to safely walk and bicycle in town and may result in a piecemeal approach that will fall short of community needs.

Project Stakeholders

The City of Corcoran is the proposal applicant and will be the grant recipient. The City will partner with the Local Government Commission (LGC), a 501(c)3 non-profit organization. The City will select a technical consultant team through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning, traffic and civil engineering, landscape architecture and urban design.

The roles and responsibilities of the City, LGC and the consultant team are detailed below.

City of Corcoran

The City is the lead applicant for the project. The project will be overseen by staff from the Community Development department. The City will execute the Restricted Grant Agreement with Caltrans and execute contracts with its sub-applicant and consultant. The City, with support from LGC, will assemble a Project Advisory Group and conduct a competitive bid process to select a qualified consultant team. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community engagement activities, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and support public participation in all aspects of the community planning process.

Local Government Commission (LGC)

The Local Government Commission (LGC), a 501(c)3, nonprofit organization, will assist with project management and coordination of the RFP process for consultant selection. LGC will help the City assemble a Project Advisory Group, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including workshops, walk audits and bicycle audits, and pop-up events. LGC staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, LGC staff has worked on over 75 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation mapping and evaluation for the project. The consultant will analyze and

document baseline conditions for street connectivity, walking and bicycling, and traffic safety and operations, will actively engage in the public process, will develop design concepts and recommendations to improve safety that respond to input from the community and implementing and overseeing agencies, and prepare the plan document. Core components of the plan will include:

1. Analysis of existing conditions and current plans and proposals.
2. A comprehensive summary of the community engagement process and input received.
3. An overall framework Active Transportation (AT) Plan depicting the City's street and pedestrian and bicycle route network connecting neighborhoods, schools, parks, downtown and other important community destinations, with proposed improvements to priority segments for pedestrian and bicycle access, mobility and safety. The Plan will include all of the components listed in Appendix A of the 2021 Active Transportation Program Guidelines adopted by the California Transportation Commission on March 25, 2020.
4. Design tools for improvements to streets, sidewalks, trails and other public spaces such as curb ramps, crosswalks, curb extensions, wayfinding signage, landscaping and traffic calming and traffic control devices for universal access.
5. Conceptual designs for short- and long-term site, street, sidewalk and other infrastructure improvements suitable for future funding programming and grant applications; and,
6. A phasing plan and funding strategy for prioritized projects, programs and action steps.

Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Develop a comprehensive understanding of pedestrian and bicyclist needs and issues for residents of all ages and abilities.
- Prioritize areas for pedestrian and bicycle improvement based on a comprehensive set of criteria, focusing on disadvantaged neighborhoods and streets surrounding schools and popular destinations.
- Engage and solicit input from community stakeholders, staff and elected officials regarding high priority multi-modal mobility needs including future development of a Class 1 trail system.
- Evaluate the existing pedestrian network and identify gaps in the existing facilities.
- Evaluate the existing bicycle network and identify gaps in the existing facilities.
- Identify needed pedestrian and bicycle linkages to and from the City's schools, parks, downtown, train station, retail areas and future growth areas.
- Develop a prioritized list of pedestrian and bicycle projects.

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- Provide a toolbox of active transportation guidelines and treatments.
- Provide an overview of active transportation funding opportunities.
- Provide an ATP-compliant master plan for active transportation empowering the City to begin implementation through maintenance and capital projects as well as to pursue opportunities for implementation funding.

Summary of Project Tasks

Task 01: Project Administration

Kick-Off Meeting with Caltrans: The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, Consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

Quarterly Progress Reports: The City will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing: The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
<ul style="list-style-type: none">• Notes from the kick-off meeting with Caltrans• Quarterly Progress Reports• Quarterly invoice packages

Task 02: Consultant Procurement

The City, with assistance from the Local Government Commission, will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects and consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee. The RFP will be posted on the City's web page and will be sent to a minimum of six firms in California with expertise in active transportation, trail development, traffic engineering, transportation planning and urban design. Consultants will be given three or more weeks to submit proposals. Once received, City staff will assemble a review panel that includes City and LGC staff. If the panel deems it necessary, in-person or videoconference interviews will be held with some of the applicants. Once a consultant team has been chosen, the City will prepare a contract.

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Once a contract is in place, City and LGC staff will hold a kickoff meeting with the consultant.

Task Deliverables

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|---|
| <ul style="list-style-type: none">• Copy of the Request for Proposals• Copy of the scoring sheets used by reviewers• Copy of the contract between consultant and grantee• Copies of all amendments to the consultant contract (if any)• Meeting notes from project kick-off with the consultant |
|---|

Task 03: Contracting with Sub-Applicant

The City will prepare an agreement to secure the services of the Local Government Commission, the sub-applicant on this project. The Local Government Commission is the nonprofit organization that will be assisting with the project.

Task Deliverables

- | |
|---|
| <ul style="list-style-type: none">• Copy of the contract with the Local Government Commission |
|---|

Task 1: Community Outreach

The City and LGC will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. The City will engage stakeholders in the development of an Active Transportation Master Plan in several ways. At the outset, the City will establish an Advisory Group that will include City staff (public works, parks and planning); school district staff; school principals or vice principals; Chamber of Commerce and business organizations; Kings County Association of Governments; Kings County health department; Caltrans staff; first responders (police, fire department); and representatives from relevant City commissions. The Advisory Group will provide input throughout the length of the project. Stakeholders will also be engaged during the multi-day community design process through separate 90-minute stakeholder meetings with representatives from groups including schools, public health agencies, emergency responders, transportation/ transit agencies and City staff. Stakeholders will also be invited to participate in all public workshops and pop-up events. Business stakeholders will be engaged by conducting "pop-ins" to businesses with a short survey to get their input on any planned changes to nearby streets.

Activities to be completed under this task include:

Assemble Project Stakeholder List

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LGC, with support from the City, will assemble a stakeholder list of City, County, and Kings County Association of Governments (KCAG) public officials and agency staff, businesses, community organizations, advocacy groups, neighborhood leaders and residents, the school district, property owners and other interest groups that reflect the demographics and perspectives of City residents. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Assemble Project Advisory Group

LGC and the City will establish an advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from Caltrans District 6, local and regional agencies and other organizations and groups from the stakeholder list developed under the previous task. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Project Advisory Group Meetings

The Project Advisory Group is expected to meet on three occasions during the project, with the possibility of additional meetings as needed. (In the event Covid-19 restrictions are still in place, the meetings will be conducted remotely.)

- The first meeting is anticipated approximately 3 to 4 months before the community engagement events. Agenda topics will include key issues to address in the Plan, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review of existing conditions prepared by the consultant team and outreach and planning for the events.
- The third meeting is anticipated approximately one to two months following the community charrette events described under Task 3, below, to review proposed concepts developed during and after the engagement events.

Produce and Distribute Outreach Materials

LGC will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

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- **Materials.** LGC will produce flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, County Chamber of Commerce, library, local businesses and civic organizations will be asked to distribute flyers and information about the engagement events through their networks and at meetings and festivals. All elementary and middle schools will be asked to send announcements and flyers home with their students and to publicize events through phone and email outreach methods.
- **Media.** Announcements and press releases will be distributed to local and regional media. LGC staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. Announcements, project information, presentations and plan documents will be posted on the City website, and events will be publicized on social media platforms and through newsletters.

Task Deliverables
<ul style="list-style-type: none">• List of stakeholders• List of Advisory Group members• Notes from Advisory Group meetings• Copies of outreach materials• Summary of how outreach materials were distributed

Task 2: Analysis of Plans, Policies, Conditions

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: 2017 Corcoran General Plan, 2014 Corcoran Safe Routes to School Plan, and KCAG Regional Active Transportation Plan. The consultant will also coordinate with the County, KCAG and Caltrans District staff to understand any future expenditures specific to active transportation projects that could affect the recommendations for the plan.

LGC and the consultant will reach out and coordinate with the school district and individual schools as well as with the Kings County health department to document student safety, education, and encouragement programs implemented at the local school level or district-wide. LGC staff will reach out to health agencies and organizations to identify current healthy community advocacy and education programs available to the residents of Corcoran that may be integrated into future active transportation programs.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

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Existing Conditions

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data. In addition, the Consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design. The Consultant will work directly with City staff for layering and formatting of GIS layers.
- Evaluate existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data; Review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information and available bicycle data from recently completed studies or reports.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
- Identify key destinations such as schools, parks, job centers, medical offices, retail, and other local and regional activity centers. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel.

The consultant will prepare base maps for design and analysis work and for use by residents at engagement activities. The consultant will provide a technical memorandum summarizing the socio-economic and data analysis for City review. The mapping for existing conditions analysis will be consistent with Statewide ATP requirements.

Task Deliverables
<ul style="list-style-type: none">• Technical memorandum summarizing existing policies, plans, projects and programs• Data analysis• Technical memorandum on existing conditions• Base maps

Task 3: Community Engagement

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the

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community's vision for the future. To support this goal, LGC will work closely with the City to conduct a series of activities to engage residents.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objectives and guiding principles for the plan while beginning to identify proposed design solutions. LGC will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage the involvement of residents, and create a "buzz" that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Project Website and Survey

To complement the design charrette, the consultant team will work with the City to create a web page that residents can use to provide comments and ideas. The website will include an interactive map of Corcoran that residents can use to provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that residents can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Agenda Development and Logistics

LGC, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the advisory group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette

The LGC, City and Consultant will organize a four-day community design charrette. If Covid-19 restrictions are still in place, the meetings and workshops will take place over a remote platform. The draft schedule of activities will include:

- Approximately 4-5 small group meetings with key stakeholders (e.g., government agencies, community service providers, school district and students, businesses,

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emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length.

- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps.
- Facilitated walk and bike audits to observe conditions and discuss solutions. (In the event Covid-19 restrictions are still in place, the walks and bike rides will be conducted by the consultant team with 3-5 members of staff or the Advisory Group so that they can remain properly distanced.)
- Consultant team members working for several days on-site in intense production to develop preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. (In the event Covid-19 restrictions are still in place, the open studios will be conducted remotely.)
- Review of concepts with City, KCAG and Caltrans staff.

Community Workshop on Draft Plan

Following preparation of the draft plan, LGC will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the draft plan. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the workshop will be conducted remotely.

Online Survey of Draft Concepts

Given that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted online with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete it by hand.

Task Deliverables
<ul style="list-style-type: none">• Agenda for Community Engagement Charrette• Sign-in sheets• Presentations• Notes on community comments received during charrette activities• Notes on walk/bicycle audits• Photos of community engagement events• Agenda for draft plan workshop

- Notes on community comments received during draft plan workshop
- Post-workshop surveys of participants
- Survey results on draft concepts

Task 4: Draft Plan

The final deliverable will be an Active Transportation and Parkway Master Plan that will guide the City as it moves to implement projects that improve conditions for walking and bicycling throughout Corcoran. The plan will include detailed recommendations for street design, intersections, trails, and crosswalks and for expanding the Corcoran Parkway. It will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure improvements, including small and immediately feasible enhancements, and larger, more complex, longer-term and capital-intensive projects.

Plan Goals and Objectives

Based on the input received from the variety of community engagement events and the web site, the consultant will develop draft active transportation goals and objectives. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, will provide a starting point and be supplemented to address local context and availability of data. The results of this task will be used to tailor active transportation goals and objectives for Corcoran. The goals and objectives will be measurable and consider metrics utilized by other jurisdictions.

Pedestrian Project Identification

The consultant will work with the City to develop the list of pedestrian recommendations based on input from the community. Additional recommendations will be determined through the technical analysis of sidewalk gaps and opportunities for connectivity. Mapping of draft pedestrian improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate citywide pedestrian projects and will develop conceptual designs for typical improvements.

Pedestrian Project Prioritization and Cost Estimates

The consultant will prepare an analysis to identify priority areas for pedestrian improvements within the City using evaluation criteria such as collision history, access to local and regional destinations, current and potential demand, equity, public input, and regional connectivity. The ranking criteria should be based on the goals and objectives developed for the plan.

High-level cost estimates will be developed for typical pedestrian improvements to position the City for potential funding applications and incorporation into other capital

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improvement projects. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include a review of American with Disabilities Act (ADA) consistency and guidance about the review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement. An implementation matrix will be developed for the list of pedestrian improvements.

Bicycle Project and Corcoran Parkway Identification

The Consultant will work with the City to develop the list of bikeway recommendations starting with the Bikeway Master Plan, General Plan Circulation Element, the Parkway prefeasibility study and input from the community. Additional bikeways network recommendations and a recommended route for expansion of the Parkway will be determined through agency staff coordination and technical analysis of gaps and opportunities for connectivity. The consultant will create maps that illustrate citywide bikeway projects and will develop conceptual designs for typical improvements.

Mapping of draft bicycling network improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate city-wide and regional connectivity to the bicycle network.

Bicycle Project Prioritization and Cost Estimates

The Consultant will evaluate and rank recommended bikeway projects based on the established criteria. The consultant will develop high-level cost estimates for each bikeway project to position the City for potential funding applications or incorporation into local funding programs. Estimates should include information about capital costs to implement bikeway projects as well as maintenance costs related to pavement material, landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. An implementation matrix will be developed for the list of bikeway improvements.

Funding Source Matrix

The consultant will develop a compiled matrix of funding sources for the pursuit of grants to plan and implement active transportation improvements. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, parks, health, and sustainability sources. The funding list will include public and private sources and details on what each

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funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance.

The consultant, with assistance from LGC, will identify the most likely near-term funding sources which consider Federal, State, and local requirements as well as locally adopted policies to determine "likely" funding sources. The information will include the anticipated schedule for calls, and key information related to match requirements. The funding matrix will be developed to help guide and position the City for potential funding opportunities.

Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. LGC will prepare a section summarizing the public process and documenting community engagement for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be made available for review by the Advisory Group, local agencies and the public. The City will post a notice on its website when the draft plan is available and make it available for download. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task Deliverables

- Draft and final goals and objectives
- Draft and final pedestrian project recommendations
- List of projects, implementation matrix, pedestrian improvements cost estimates
- Draft and final bicycle project recommendations
- List of projects, implementation matrix, bicycle improvements cost estimates
- Funding source matrix
- Draft plan
- Final plan Agenda for Community Engagement Charrette
- Sign-in sheets
- Presentations

Task 5: Final Plan/City Council Adoption

Final Plan

Based on input received on the draft plan, the consultant will make all necessary revisions and prepare a final plan.

City Council Review/Adoption

The consultant and LGC will present the plan to the City Council for review, adoption or approval. The City will submit an ADA accessible electronic copy of the final document to Caltrans.

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Task Deliverables
<ul style="list-style-type: none">• City Council agenda• Final hard copy of plan• Final ADA accessible electronic copy of plan• Meeting minutes with City Council approval

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City of Corcoran
Agreement Number 74A1287
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California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Grant Category Sustainable Communities Competitive
Grant Fiscal Year Fiscal Year 2021-22
Project Title Active Transportation Plan
Organization (legal name) City of Corcoran

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2021/22												FY 2022/23												FY 2023/24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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