

**TCTC**  
TEHAMA COUNTY  
TRANSPORTATION COMMISSION

**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL SERVICES TO PREPARE THE  
Safety, Secondary Access Community Planning  
& Evacuation Routing Project**

**Date Released: November 18, 2021**

**TEHAMA COUNTY TRANSPORTATION COMMISSION  
9380 SAN BENITO AVENUE  
GERBER, CA 96035**

**Proposals are due prior to 4:00 P.M., January 4, 2022**

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## INTRODUCTION

The Tehama County Transportation Commission, (TCTC) is requesting proposals (RFP) for Consulting services (Project) to develop a Safety, Secondary Access Community Planning & Evacuation Routing Plan.

The [project] will be funded with Local, State, and potentially Federal dollars requiring the successful Proposer to follow all pertinent Local, State, and Federal laws and regulations.

The performance period of the contract shall initiate from the date approved by the TCTC staff to June 30, 2023.

The Proposer's attention is directed to Appendix A, "Proposal Requirements."

The proposals submitted in response to this RFP will be used as a basis for selecting the PROPOSER for this project. PROPOSER's submission will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all Proposers that TCTC staff has specifically received written questions regarding the RFP and will be posted on the TCTC website.

It shall be the proposer's responsibility to check the TCTC website to obtain any addenda that may be issued.

Proposers shall submit five (5) hard copies and one (1) electronic copy in PDF format on a USB of the proposal. The hard copies and USB shall be mailed or submitted to the TCTC prior to **4:00 P.M., January 4, 2022**. Proposals shall be submitted in a sealed package clearly marked **Request for Proposals: Safety, Secondary Access Community Planning & Evacuation Routing Plan** and addressed as follows:

**Jessica Riske-Gomez  
Transportation Manager  
Tehama County Public Works – Transportation  
9380 San Benito Avenue  
Gerber, CA 96035**

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Proposer.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Proposer.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Proposer will be considered nonresponsive and rejected.

## Tehama County Transportation Commission

This RFP does not commit the TCTC to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. TCTC reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified Proposer, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the TCTC to do so. Furthermore, a contract award may not be made based solely on price.

Prospective Proposers are advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the TCTC.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated PROPOSER selection schedule is as follows:

Proposals due: January 4, 2022

Questions due: December 16, 2022

Proposal review and evaluation: January 20, 2022

Cost Negotiation with first ranked proposer: February 3, 2022

Contract Award and Notice to Proceed: February 22, 2022

Any questions related to this RFP shall be submitted in writing to the attention of Jessica Riske-Gomez via email at [jriskegomez@tehamartpa.org](mailto:jriskegomez@tehamartpa.org) before 5:00 PM on December 16, 2022.

No oral question or inquiry about this RFP shall be accepted.

## **PROJECT DESCRIPTION AND BACKGROUND**

The Tehama County Transportation Commission (TCTC) was awarded funding through a CALFIRE grant under the Safety, Secondary Access Community Planning & Evacuation Routing Project and wishes retain services to develop a county-wide Public Mobility Incident Response Plan (PMIRP). The region currently does not have an adopted county-wide, public mobility, incident response plan that is tailored to the existing transportation network. The goal of this project is to develop a detailed response plan that will provide clear and concise protocols that provide guidance and resources prior to emergency or hazardous incidents. The PMIRP will integrate and maintain consistency with the Tehama County Hazard Mitigation Plan and the Tehama-Glenn Unit (TGU) Strategic Fire Plan.

Regarding identification of residential developments without two points of egress, CAL FIRE is required to survey all local agencies to identify such developments and must prepare recommendations for local consideration to address. This plan will concurrently assess those communities and additionally, through the planning development process, make recommendations for improvements to the transportation network for future improvements to egress.

The Consultant for TCTC will identify and engage regional and State stakeholders, including the California Office of Emergency Services (Cal OES), the County of Tehama, transit agencies, local sheriff and highway patrol offices, CAL FIRE, Federal agencies, and residents to develop a coordinated planning effort.

Plan deliverables will include, an analysis and modeling of the existing conditions and level of preparedness of the region, potential hazards identification, if-then actionable responses, and a web-based application providing emergency response actions, maps, and resources for agencies and regional residents and a list of fuel reduction recommendations along existing evacuation routes.

The web-based application will include a mapping function that will provide local and regional agencies, and residents with the appropriate actions to take for various emergency incidents. For instance, during a wildfire emergency, residents can visit this resource site for guidance on whether their area should shelter-in-place or evacuate, and which routes to take if evacuation is the appropriate response. The PMIRP will also explore improvements to the county-wide emergency notification system.

The PMIRP will aid in the safe planning of the region and will set standardized policies for evacuation, preparedness, and other policies necessary for community mobility during an extreme incident or emergency.

Additionally, this plan would be in compliance with AB 747 and SB 55 as amended on December 7, 2020. Section 51182.5 was added to the Government Code, to read:

(a) Notwithstanding any law, in furtherance of state housing production, sustainability communities strategies, greenhouse gas reduction, and wildfire mitigation goals under Assembly Bill 101 (Chapter 159 of the Statutes of 2019), *Senate Bill 375 (Chapter 728 of the Statutes of 2008)*, Section 4290 of the Public Resources Code, and subdivision (g) of Section 65088, a new development shall not be created or approved in a VHFHSZ or a state responsibility area *unless there is substantial evidence that the local agency has adopted a comprehensive, necessary, and appropriate wildfire prevention and community hardening strategy to mitigate significant risks of loss, injury, or death. The wildfire prevention and community hardening strategy may include, but is not limited to, any of the following:*

*(1) Improved building standards described in Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.*

*(2) Requirements for structure hardening for critical infrastructure and other existing development in the fire hazard severity zone or state responsibility area.*

**(3) Emergency response plans.**

**(4) Emergency evacuation plans.**

*(5) Resiliency and hazard mitigation plans related to flood, landslide, air quality, and other climate risks related to wildfire.*

AB 747 requires, upon the next revision of a local hazard mitigation plan on or after January 1, 2022, or beginning on or before January 1, 2022, if a local jurisdiction has not adopted a local hazard mitigation plan, would require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives, to use that

information in the safety element to comply with this requirement by summarizing and incorporating, by reference, the other plan or document in the safety element.

The project will provide county-wide guidance serving all communities in the planning area. The geographic scope of the secondary route analysis and evacuation planning (supporting outreach, education) includes the Very High Fire Hazard Severity Zones (VHFHSZ) of Tehama County, communities that are adjacent to both the Local Resource Area (LRA) and State Resource Area (SRA), communities with limited egress and communities with a high population density which leads to bottlenecks during an emergency event.

Analysis will commence from an early prioritization of communities based on population density in combination with proximity to VHFHSZ. All pocket communities identified with a single egress will be identified as a high priority and analyzed under early plan development.

An estimated 7,252 structures that are located in the VHFHSZ. However, the project will provide county-wide guidance serving all communities in the planning area. The most populous community in Tehama County is Red Bluff, which has a population of 14,539 and the County is estimated to have a population of approximately 65,084.

The final program will prepare community members to recognize increased risk of wildfire and triggers for evacuation. The program will build on new and existing risk assessment and preparedness programs, to enhance them by prioritizing community hazardous fuel reduction projects in support of evacuation to reduce the risk over time.

Strategically, an assessment method and tools will assist in community hardening, evacuation route planning and mitigation efforts, that will aid in developing routes, recommending future fuel reduction projects along those routes and reducing the risk of being trapped by wildfire.

Target populations will be identified through geospatial analysis including proximity to VHFHSZ, access to the existing transportation networks (including bottlenecks), population density, terrain, fuel models, fire history and additional existing conditions. These populations will be prioritized in order of development for route mapping and fuel reduction recommendations.

The project will develop and produce final companion evacuation plans, supplementing the Geographic Information Systems (GIS) analysis and routes, to prepare community members to recognize and respond appropriately to the risk of wildfire. Dissemination of the plan is built into the program. The goal is to develop a replicable program for preparing communities for evacuation, with measurable impact on a community's readiness. The results of these efforts will be shared with other regional agencies including the Rural Counties Task Force (RCTF), Rural County Representatives of California (RCRC), CAL FIRE, Caltrans, California Highway Patrol (CHP), and the California State Association of Counties (CSAC).

The proposed project builds on several previous wildfire prevention planning efforts. Evacuation preparedness and response has been identified as a need in both the Tehama County Community Wildfire Prevention Plan (CWPP), and the Tehama County Emergency Operations Procedures, as a key issue. Also ranking in the Tehama East/Tehama West Community Wildfire Protection Plan Prioritization Worksheet will be integrated into the planning development efforts building on the existing identified fuel hazard analysis.

The 2020 fire season led to the development of an early attempt to increase notifications to the public through the Tehama County Road Closures and Incident Locations application. This outreach effort was successful but was a preliminary effort in a much larger project.

<https://tehama.maps.arcgis.com/home/webmap/viewer.html?webmap=a9c3ebafce0b4a36ad6031964fb5251f>

Stakeholders include Tehama County Sheriff's Office of Emergency Services, the Resource Conservation District, the Department of Education, Lassen and Mendocino National Forest, TCTC, and CAL FIRE. Stakeholder input will be crucial to the development of policies and actions considering the nature of the plan will involve inter-agency coordination. Community input will be extremely important so that information and plan protocols reach those without means of receiving emergency alerts. Stakeholder meetings will be held continually during and after the development stage so that feedback can be received and implemented. Ultimately, the adopted PMIRP will inform a coordinated emergency response plan from agencies serving the Tehama region, including the regional transit system Tehama Rural Area Express (TRAX), Cal-OES, the local sheriff's office, CAL FIRE, and other agencies.

During the development of the PMIRP, residents of disadvantaged communities within Tehama County will be included early, and often, in the process. The proposed scope of work for this project includes the development of a public outreach strategy including community workshops, stakeholder communication, a project website, questionnaire, and other methods for community input. Early in the project development process, a stakeholder list will be developed and used to send e-mail notifications and invitations to outreach events. Identified stakeholders will include agency representatives from Native American Tribal governments, TRAX (the County transit agency), Cal-OES, local sheriff and highway patrol offices and residents. The outreach process will include reaching out to special stakeholders such as Cal-OES for direct invitation to community meetings or for phone interviews to identify current unmet needs and to develop strategies to meet these needs. Outreach materials will be offered in Spanish, as well as the final deliverables. This will be written into the County's request for proposals.

The region currently does not have an adopted incident response plan for public mobilization. The goal of this project is to develop a detailed response plan that will provide clear and concise protocols which provides guidance and resources prior to



emergency or hazardous incidents. The PMIRP will integrate and maintain consistency with the Tehama County Hazard Mitigation Plan and the goals/objectives of the 2020 Tehama-Glenn Unit Strategic Fire Plan.

TGU aims to continue collaborative growth with local stakeholders and Fire Safe Councils within Tehama and Glenn Counties. TGU has strong working relationships with several different groups, which creates a need for collaborative efforts to prioritize projects for the future. CAL FIRE has pledged to play a greater role in assisting local stakeholders and Fire Safe Councils.

The PMIRP will be a companion document to the existing TGU Strategic Fire Plan, in that it will integrate public education as a top priority. To educate the public, the TGU gives presentations and Fire Prevention speeches to stakeholders, including Fire Safe Councils and local businesses. In addition, educational presentations are given to school aged children at both school assemblies and public events. A strong Public Information Officer (PIO) program constantly provides education to the public through various local and nationwide media outlets. The PMIRP will be another tool to educate the public and will aid in the safe planning of the region while standardizing policy for evacuation, preparedness, and other policies necessary for community mobility during an extreme incident or emergency.

The location of the project encompasses the county-wide transportation system which includes both local and state protections areas in the region of Tehama. These areas are predominantly located within the VHFHSZ. On December 02, 2020, an act to amend Section 65915 of, and to add Section 51182.5 to, the Government Code, relating to land use, a new development shall not be created or approved in a VHFHSZ or a state responsibility area unless there is substantial evidence that the local agency has adopted a comprehensive, necessary, and appropriate wildfire prevention and community hardening strategy to mitigate significant risks of loss, injury, or death. There are over 7,000 residences within the County that are located within the VHFHSZ that are vulnerable and in need of assessment for emergency evacuation. The wildfire prevention and community hardening strategy may include but is not limited to emergency evacuation plans and will both meet community need and State requirements.

## SCOPE OF WORK

### General:

The TCTC is interested in contracting with a Proposer that will conduct and coordinate specified tasks related to the **Safety, Secondary Access Community Planning & Evacuation Routing Project**.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

Proposer shall comply with all insurance requirements of the County of Tehama included in the sample agreement in Attachment C.

### Services to be Provided:

Proposer selected shall provide all services to complete the **Safety, Secondary Access Community Planning & Evacuation Routing Project**.

Specifically, PROPOSER will be required to complete the following tasks:

1. Project Development /Management
  - a. Project Oversight
  - b. Project Team Coordination
2. Existing Conditions - Data Collection to Support Analysis and Public Education during the processes of project development
  - a. Review Existing Plans and Data
  - b. Collect Remaining Data
  - c. Hazards Identification
  - d. Risk/Vulnerability Assessment and modeling
3. Analysis
  - a. Development of If-Then Action Policies to be used for safety analysis and further public education
  - b. Web-based Mapping and Resource Center to be used for future public outreach

4. Public Outreach – which will support educational effort both within and outside for fire safe communities
  - a. Media Platform
  - b. Community Meetings
  - c. Stakeholder Meetings
  - d. Questionnaire
  - e. Outreach Summary
5. Implementation Plan
  - a. Identification of Short-and-Long-term Implementation Needs for the Public Mobility Incident Response Plan
  - b. Identification of Funding Resources such as Caltrans grants and Congressional Earmarks
  - c. Draft Implementation Plan
6. Draft and Final Plan
  - a. Draft Public Mobility Incident Response Plan to promote public safety during an evacuation and further identify/prioritize additional community access needs
  - b. Present Draft Plan as part of follow up public outreach and further plan development
  - c. Address Comments collected from stakeholders and the community
  - d. Develop Final Plan
  - e. Present and Submit Final Plan
7. Develop Evacuation Routes to support public safety, education and outreach efforts
  - a. GIS Data Gathering and Analysis
  - b. Evacuation Routes Model Development
  - c. Evacuation Routes Platform Development
  - d. Evacuation Routes Public Outreach and Dissemination
  - e. Evacuation Routes Platform Adaptation for ECC Consumption to support emergency service decision makers

**Contract Terms** – Contract amendments are required to modify the terms of the original contract for changes such as, extra time, added work, or increased costs, and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

**Method of Payment** – The Proposer performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. Payment will include PROPOSER's approved invoices for work performed and reimbursable expenses.

**Conflict of Interest Requirements** – The Proposer shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

**Minimum Qualifications of Personnel** – Proposer shall meet the appropriate minimum qualifications as required by this RFP.

**Materials To Be Provided By The Agency** – Proposer shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimates. Materials (if deemed applicable, necessary, and when available from the agency) that may be furnished or made available by TCTC and where listed in this Contract, are for the PROPOSER's use only and shall be returned at the end of the Contract.

**Work To Be Performed By The Agency –**

1. Project Coordination – Review, give guidance and approve all work products of the Proposer, provide direction to Proposer to perform procedures required by the funding agencies and programs, review and make payment of PROPOSER's approved invoices for work performed and reimbursable expenses.
2. Existing Data – TCTC will make available all appropriate technical data in TCTC's possession and other information AGENCY deems appropriate related to the project in the standard format.

## **APPENDIX A – PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of proposals by all proposers. The intent of these guidelines is to assist in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall be no longer than 30 pages and contain the following information in the order listed:

### **1. Organization of Proposal**

#### **a. Introductory Letter- limit of 2 pages, Arial font, single spacing**

The introductory (or transmittal) letter shall be addressed to:

**Jessica Riske-Gomez  
Transportation Manager - TCTC  
9380 San Benito Avenue  
Gerber, CA 96035**

The letter shall be on proposer's letterhead and include proposer's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address proposer's understanding of the services being requested and any other pertinent information proposer believes should be included. All addendums published must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the PROPOSER to the proposal.

#### **b. Proposer Information, Qualifications & Experience**

TCTC will only consider submittals from proposers that demonstrate they have successfully completed comparable projects within Tehama TCTC or the Northern California region. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of two (2) projects within the past ten (10) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager and, contact information
3. Contract amount
4. Funding source
5. Date of contract
6. Date of completion
7. Proposer Project Manager and contact information
8. Project Objective
9. Project Description

10. Project Outcome

11. Project Agency Letter of Recommendation

## **2. Staff Qualifications and Approach**

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subconsultants and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the Proposer. Key members, especially the Project Manager, shall have experience with this type of project, and shall be committed to stay with the project for the duration of the project.

## **3. Scope of Work**

1. Include a detailed Scope of Work Statement describing all services to be provided and specifically reference the attached (Appendix C – Grant Application) California Department of Forestry and Fire Protection California Climate Investments Fire Prevention Grant Program Project Scope of Work.
2. Describe project deliverables.
3. Describe your cost control and budgeting methodology for this project.

## **4. Schedule of Work**

Provide a detailed schedule for all phases of the project and the proposer's services including time for reviews and approvals.

## **5. Statements**

### **a. Conflict of Interest Statement**

Proposer shall disclose any financial, business, or other relationship with the County of Tehama that may have an impact upon the outcome of the contract or the construction project. Proposer shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposer shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

### **b. Litigation**

Indicate if proposer was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**c. Contract Agreement**

Provide a statement that proposer accepts the terms of the sample agreement in Appendix C, otherwise, indicate if Proposer has any concerns or requested changes to the sample agreement. No changes requested during contract negotiation period will be considered that are not included as requested herein.

Proposer shall provide a statement affirming that the proposal terms shall remain in effect for (90) ninety days following the date proposal submittals are due.

**d. Federal-Aid Provisions**

Proposer's services may be federally funded, which may necessitate compliance with additional requirements.

Upon award and through completion of the project, the successful proposer may be required to follow applicable federal-aid requirements and may be required to complete and submit additional forms at the time of award.

Proposer shall demonstrate familiarity with providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

**6. Cost Proposal**

The proposal shall include a cost proposal for each service of the proposal. Proposer may be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria.

**APPENDIX B –CRITERIA EVALUATION**

**Evaluation Process**

All proposals will be evaluated by a Selection Committee (Committee). The Committee may be composed of TCTC staff and other parties that may have expertise or experience in the services described herein. The Committee will review and rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the TCTC Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk disqualification of Proposer.

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The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

The selection process may include oral interviews. The Proposer will be notified of the time and place of oral interviews and any additional information that may be required to be submitted.



## Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		<b>Rating Scale</b>
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

**1. Organization of Proposal, Introductory Letter, Proposer Information, Qualifications & Experience (10 points)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Staff Qualifications and Approach (20 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and subconsultants to conduct requested services.
- b. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- c. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).
- d. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
  - ii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform needed work within project schedule milestones.
- e. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
- f. Working Relationship with Tehama TCTC Local Agencies
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Proposal responds to need to assist TCTC staff during the project.

**3. Project Scope (30 points)**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for advertised work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost control and budgeting methodology.

**4. Schedule of Work (30 points)**

- a. Schedule shows completion of the work within or preferably prior to TCTC's overall requested time limits.
- b. The schedule serves as a project timeline.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

**5. Statements (Pass/Fail)**

- a. Discloses any financial, business, or other relationship with the TCTC that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

**6. Cost Proposal (Pass/Fail)**

- a. Include total costs for all payments to the Consultant within this project.
- b. Proposal clearly defines cost in spreadsheet format.
- c. Estimated cost/budget for the project shall be submitted concurrently in a **sealed envelope** marked "Cost Proposal for Safety and Secondary Access, Community Planning and Evacuation Routing Project."

**7. References (10 points)**

Provide as reference a Letter of Recommendation from at least two (2) agencies you currently or have previously consulted for in the past five (5) years.

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The Evaluation Criteria Summary and their respective weights are as follows:

<b>No.</b>	<b>Written Evaluation Criteria</b>	<b>Weight /100</b>
1	Organization of Proposal	10
2	Staff Qualifications & Approach	20
3	Project Scope	30
4	Schedule of Work	30
5	Conflict of Interest Statement	Pass/Fail
6	Cost Proposal	Pass/Fail
7	References	10
	<b>Subtotal:</b>	<b>100</b>

## APPENDIX C –

California Department of Forestry and Fire Protection  
(CAL FIRE) California Climate Investments  
Fire Prevention Grants Program  
Project Scope of Work

**Project Name: Safety and Secondary Access, Community Planning and Evacuation Routing**

**Project Tracking Number:** 20-FP-TGU-0224

**Project Description Summary:** The Tehama County Transportation Commission (TCTC) is requesting funds to develop a county-wide Public Mobility Incident Response Plan (PMIRP). The region currently does not have an adopted county-wide, public mobility, incident response plan that is tailored to the existing transportation network. The goal of this project is to develop a detailed response plan that will provide clear and concise protocols that provide guidance and resources prior to emergency or hazardous incidents. The PMIRP will integrate and maintain consistency with the Tehama County Hazard Mitigation Plan and the Tehama-Glenn Unit (TGU) Strategic Fire Plan.

### **Scope of Work**

TCTC is requesting funds to develop a county-wide PMIRP. The goal of this project is to develop a detailed response plan that will provide clear and concise protocols that provide guidance and resources prior to emergency or hazardous incidents. The PMIRP will integrate and maintain consistency with the Tehama County Hazard Mitigation Plan. Regarding identification of residential developments without two points of egress, CAL FIRE is required to survey all local agencies to identify such developments and must prepare recommendations for local consideration to address. This plan will concurrently assess those communities and additionally, through the planning development process, make recommendations for improvements to the transportation network for future improvements to egress.

TCTC will identify and engage regional and State stakeholders, including the California Office of Emergency Services (Cal OES), the County of Tehama, transit agencies, local sheriff and highway patrol offices, CAL FIRE, Federal agencies, and residents to develop a coordinated planning effort.

Plan deliverables will include, an analysis and modeling of the existing conditions and level of preparedness of the region, potential hazards identification, if-then actionable responses, and a web-based application providing emergency response actions, maps,

and resources for agencies and regional residents and a list of fuel reduction recommendations along existing evacuation routes.

The web-based application will include a mapping function that will provide local and regional agencies, and residents with the appropriate actions to take for various emergency incidents. For instance, during a wildfire emergency, residents can visit this resource site for guidance on whether their area should shelter-in-place or evacuate, and which routes to take if evacuation is the appropriate response. The PMIRP will also explore a county-wide emergency notification system.

The PMIRP will aid in the safe planning of the region and will set standardized policies for evacuation, preparedness, and other policies necessary for community mobility during an extreme incident or emergency.

Additionally, this plan would be in compliance with AB 747 and SB 55 as amended on December 7, 2020. Section 51182.5 was added to the Government Code, to read:

(a) Notwithstanding any law, in furtherance of state housing production *production, sustainability communities strategies, greenhouse gas reduction*, and wildfire mitigation goals under Assembly Bill 101 (Chapter 159 of the Statutes of 2019), *Senate Bill 375 (Chapter 728 of the Statutes of 2008)*, Section 4290 of the Public Resources Code, and subdivision (g) of Section 65088, a new development shall not be created or approved in a VHFHSZ or a state responsibility area. *area unless there is substantial evidence that the local agency has adopted a comprehensive, necessary, and appropriate wildfire prevention and community hardening strategy to mitigate significant risks of loss, injury, or death. The wildfire prevention and community hardening strategy may include, but is not limited to, any of the following:*

*(1) Improved building standards described in Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.*

*(2) Requirements for structure hardening for critical infrastructure and other existing development in the fire hazard severity zone or state responsibility area.*

**(3) Emergency response plans.**

**(4) Emergency evacuation plans.**

*(5) Resiliency and hazard mitigation plans related to flood, landslide, air quality, and other climate risks related to wildfire.*

AB 747 requires, upon the next revision of a local hazard mitigation plan on or after January 1, 2022, or beginning on or before January 1, 2022, if a local jurisdiction has not adopted a local hazard mitigation plan, would require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives, to use that information in the safety element to comply with this requirement by summarizing and incorporating, by reference, the other plan or document in the safety element.

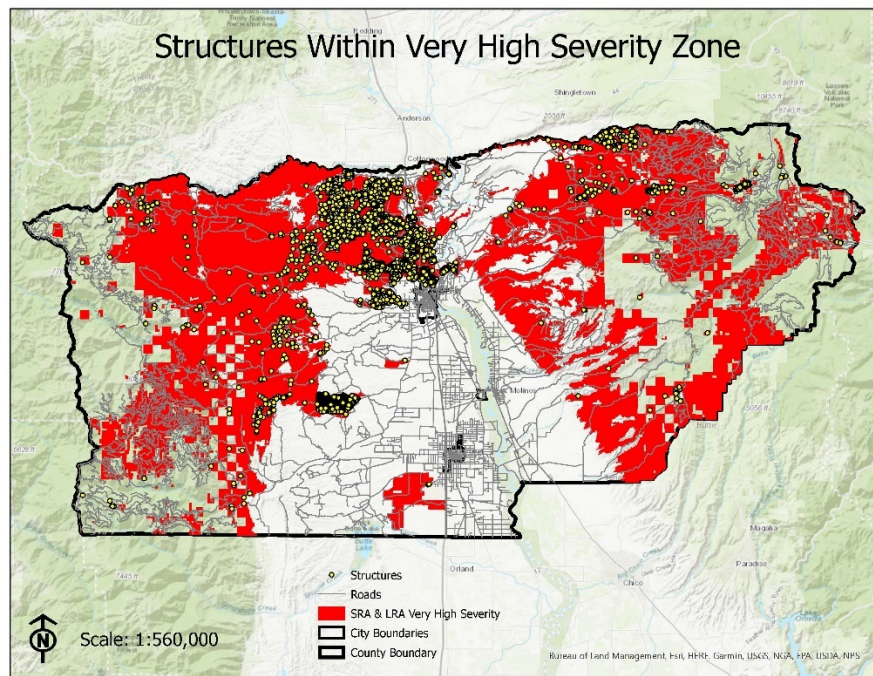
## Section 2: Planning Projects

### 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.

The project will provide county-wide guidance serving all communities in the planning area. The geographic scope of the secondary route analysis and evacuation planning (supporting outreach, education) includes the Very High Fire Hazard Severity Zones (VHFHSZ) of Tehama County, communities that are adjacent to both the Local Resource Area (LRA) and State Resource Area (SRA), communities with limited egress and communities with a high population density which leads to bottlenecks during an emergency event.

Analysis will commence from an early prioritization of communities based on population density in combination with proximity to VHFHSZ. All pocket communities identified with a single egress will be identified as a high priority and analyzed under early plan development.

An estimated 7,252 structures that are located in the VHFHSZ. However, the project will provide county-wide guidance serving all communities in the planning area. The most populous community in Tehama County is Red Bluff, which has a population of 14,539 and the County is estimated to have a population of approximately 65,084.



**2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.**

The final program will prepare community members to recognize increased risk of wildfire and triggers for evacuation. The program will build on new and existing risk assessment and preparedness programs, to enhance them by prioritizing community hazardous fuel reduction projects in support of evacuation to reduce the risk over time.

Strategically, an assessment method and tools will assist in community hardening, evacuation route planning and mitigation efforts, that will aid in developing routes, recommending future fuel reduction projects along those routes and reducing the risk of being trapped by wildfire.

Target populations will be identified through geospatial analysis including proximity to VHFHSZ, access to the existing transportation networks (including bottlenecks), population density, terrain, fuel models, fire history and additional existing conditions. These populations will be prioritized in order of development for route mapping and fuel reduction recommendations.

The project will develop and produce final companion evacuation plans, supplementing the Geographic Information Systems (GIS) analysis and routes, to prepare community members to recognize and respond appropriately to the risk of wildfire. Dissemination of the plan is built into the program. The goal is to develop a replicable program for preparing communities for evacuation, with measurable impact on a community's readiness. The results of these efforts will be shared with other regional agencies including the Rural Counties Task Force (RCTF), Rural County Representatives of California (RCRC), CAL FIRE, Caltrans, California Highway Patrol (CHP), and the California State Association of Counties (CSAC).

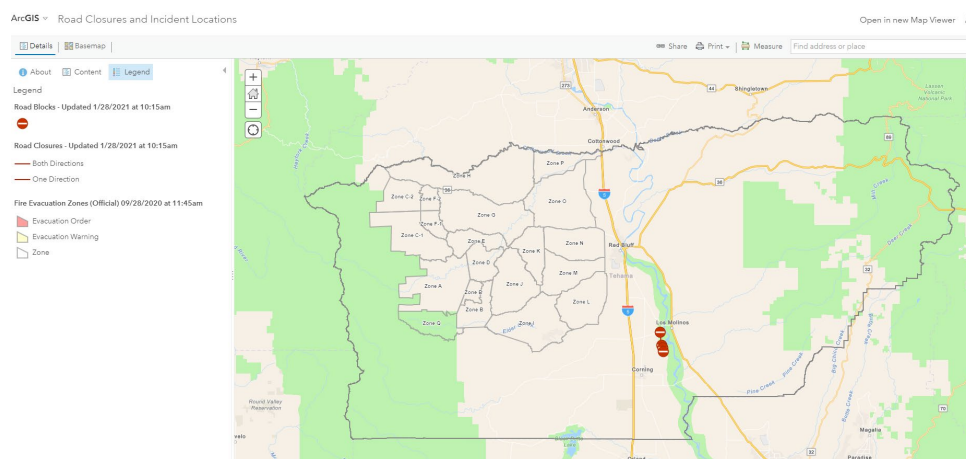
**3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?**

The proposed project builds on several previous wildfire prevention planning efforts. Evacuation preparedness and response has been identified as a need in both the Tehama County Community Wildfire Prevention Plan (CWPP), and the Tehama County Emergency Operations Procedures, as a key issue. Also ranking in the Tehama East/Tehama West Community Wildfire Protection Plan Prioritization Worksheet will be integrated into the planning development efforts building on the existing identified fuel hazard analysis.

The 2020 fire season led to the development of an early attempt to increase notifications to the public through the Tehama County Road Closures and Incident Locations application.



## Tehama County Transportation Commission



This outreach effort was successful but was a preliminary effort in a much larger project.

#### **4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.**

There is tremendous stakeholder support for this project. Stakeholders include Tehama County Sheriff's Office of Emergency Services, the Resource Conservation District, the Department of Education, Lassen and Mendocino National Forest, TCTC, and CAL FIRE. Stakeholder input will be crucial to the development of policies and actions considering the nature of the plan will involve inter-agency coordination. Community input will be extremely important so that information and plan protocols reach those without means of receiving emergency alerts. Stakeholder meetings will be held continually during and after the development stage so that feedback can be received and implemented. Ultimately, the adopted PMIRP will inform a coordinated emergency response plan from agencies serving the Tehama region, including the regional transit system Tehama Rural Area Express (TRAX), Cal-OES, the local sheriff's office, CAL FIRE, and other agencies.

#### **5. Describe the pathways for community involvement that will be incorporated in the planning process.**

During the development of the PMIRP, residents of disadvantaged communities within Tehama County will be included early, and often, in the process. The proposed scope of work for this project includes the development of a public outreach strategy including community workshops, stakeholder communication, a project website, questionnaire, and other methods for community input. Early in the project development process, a stakeholder list will be developed and used to send e-mail notifications and invitations to outreach events. Identified stakeholders will include agency representatives from Native American Tribal governments, TRAX (the County transit agency), Cal-OES, local sheriff and highway patrol offices and residents. The outreach process will include reaching out to special stakeholders such as Cal-OES for direct invitation to community meetings or

for phone interviews to identify current unmet needs and to develop strategies to meet these needs. Outreach materials will be offered in Spanish, as well as the final deliverables. This will be written into the County's request for proposals.

### **Relationship to Strategic Plans**

**Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?**

The region currently does not have an adopted incident response plan for public mobilization. The goal of this project is to develop a detailed response plan that will provide clear and concise protocols that provide guidance and resources prior to emergency or hazardous incidents. The PMIRP will integrate and maintain consistency with the Tehama County Hazard Mitigation Plan and the goals/objectives of the 2020 Tehama-Glenn Unit Strategic Fire Plan.

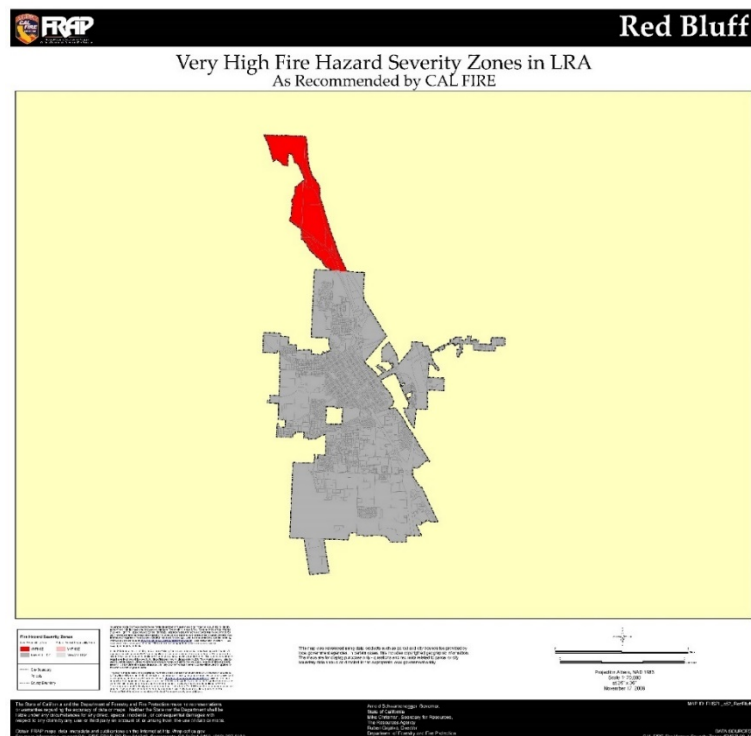
TGU aims to continue collaborative growth with local stakeholders and Fire Safe Councils within Tehama and Glenn Counties. TGU has strong working relationships with several different groups, which creates a need for collaborative efforts to prioritize projects for the future. CAL FIRE has pledged to play a greater role in assisting local stakeholders and Fire Safe Councils.

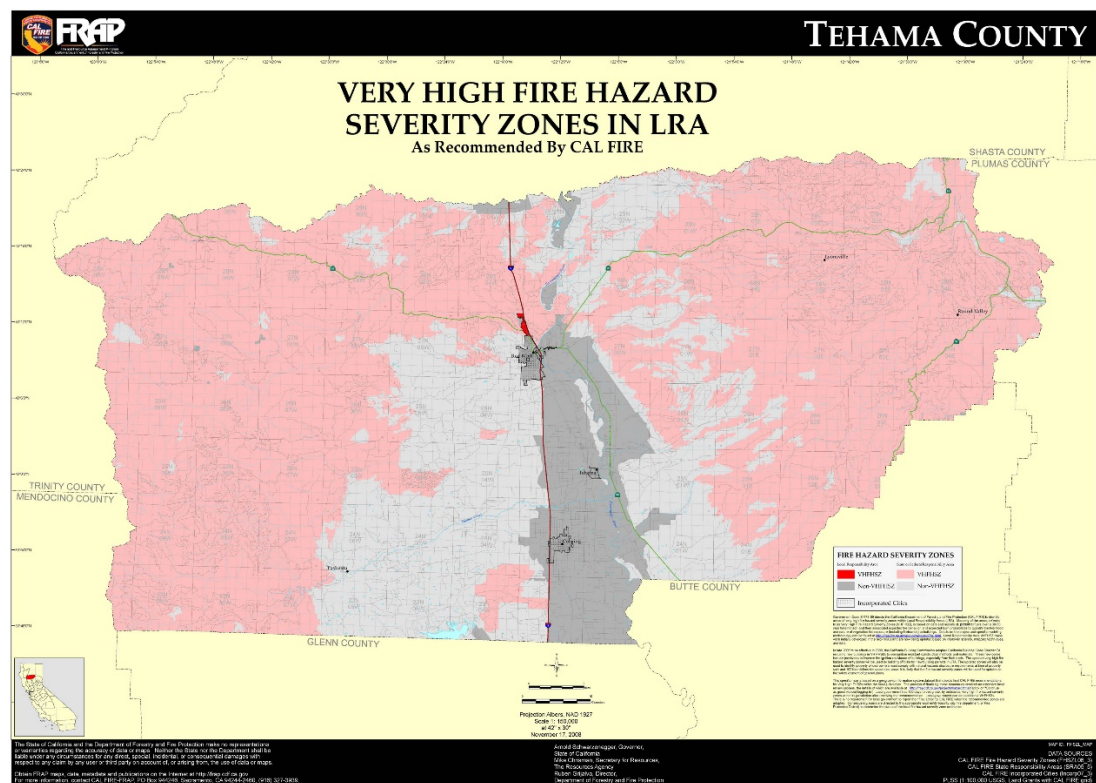
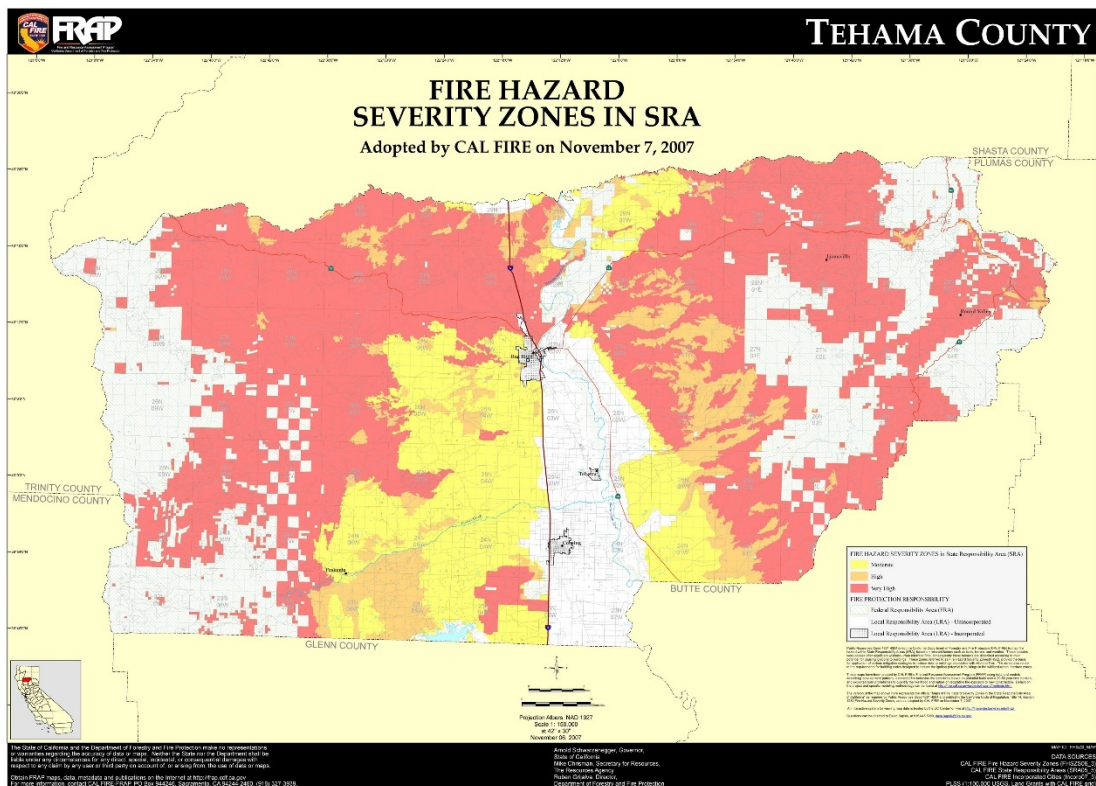
The PMIRP will be a companion document to the existing TGU Strategic Fire Plan, in that it will integrate public education as a top priority. To educate the public, the TGU gives presentations and Fire Prevention speeches to stakeholders, including Fire Safe Councils and local businesses. In addition, educational presentations are given to school aged children at both school assemblies and public events. A strong Public Information Officer (PIO) program constantly provides education to the public through various local and nationwide media outlets. The PMIRP will be another tool to educate the public and will aid in the safe planning of the region while standardizing policy for evacuation, preparedness, and other policies necessary for community mobility during an extreme incident or emergency.

## **Degree of Risk**

1. Discuss the location of the project in relation to areas of moderate, high, or VHFHSZ as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: [http://www.fire.ca.gov/fire\\_prevention/fire\\_prevention\\_wildland\\_zones\\_maps.php](http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php)

The location of the project encompasses the county-wide transportation system which includes both local and state protections areas in the region of Tehama. These areas are predominantly located within the VHFHSZ. On December 02, 2020, an act to amend Section 65915 of, and to add Section 51182.5 to, the Government Code, relating to land use, a new development shall not be created or approved in a VHFHSZ or a state responsibility area unless there is substantial evidence that the local agency has adopted a comprehensive, necessary, and appropriate wildfire prevention and community hardening strategy to mitigate significant risks of loss, injury, or death. As may be seen in the above inset, there are over 7,000 residences within the County that are located within the VHFHSZ that are vulnerable and in need of assessment for emergency evacuation. The wildfire prevention and community hardening strategy may include but is not limited to emergency evacuation plans and will both meet community need and State requirements.





**2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).**

As can be seen in the above maps, the rural communities of Tehama County, that are located outside of the valley floor, are embedded in the VHFHSZ. These communities are not only affected by potential wildfire, but new legislation will additionally hamper new development. The evacuation planning will focus on defensible space around structures, in the community defensible space and along key evacuation routes. Working with local fire agencies, planning activities will help property owners prioritize the fuel modification along evacuation routes that will provide the greatest “bang for the buck” to reduce the transmission of wildfire to their homes and through their communities, as well as support safe evacuation and firefighter access.

**Community Support**

**1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?**

In January of 2021, TCTC submitted a Sustainable Transportation Planning Grant application for assistance in developing the PMIRP. While this grant is still in process, TCTC intends to continue to pursue funding until a budget exists for the development of a comprehensive, necessary, and appropriate wildfire Prevention Community Strategy Emergency Evacuation Plan is completely developed. If necessary, TCTC will reprioritize existing projects in order to promote this project as it is a high regional priority.

**2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.**

Outreach targets for increased community awareness and broader public engagement include:

Media Releases: Two (2) releases to each community’s media contacts announcing each community’s program and supporting public input for evacuation routing.

Partners: Targeted partner organization outreach with information from media release modified for newsletters, event notices, list services and mailed information in each of the regional communities. Partners include local media, fire agencies with seasonal mailings and others identified during planning process.

Evacuation planning participants: Participation in each of the evacuation planning processes from at least 30 community members each (including agencies, cities,

counties, special districts and other stakeholder groups) that can share information through their networks.

Electronic communications: Communications will be generated by staff which will continue to add to our electronic mailing list and digital resources.

**3. Describe any plans to maintain the project after the grant period has ended.**

The completed plan will be updated and reviewed annually to incorporate changes in land use, the transportation network and population density shifts. Plan review will include key stakeholders and members of the Tehama County Fire Committee. The plan will be readopted bi-annually by the Tehama county Board of Supervisors and distributed to local agencies and collaborators.

**4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?  
(Please type in blank space below. Please note there is no space limitations).**

This project will integrate other local organizations and agencies through the planning process in order to identify key evacuation routes and make recommendations for fuel reduction projects in those areas. Recommendations will be shared with local and state agencies.

**Project Implementation**

**1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.**

November 1, 2021 - Release of Request for Proposals (RFP) for a consultant to manage the development of the county-wide PMIRP.

March 1, 2022 - Anticipated contract award date of the most qualified proposer.

April 1, 2022 - Consultant to begin outreach to Stakeholders, start initial community outreach and collect data.

April 1, 2023 - Proposed date of delivery of a detailed response plan that will provide clear and concise protocols that provide guidance and resources prior to emergency or hazardous incidents.

July 1, 2023 - Proposed date of delivery for planned evacuation routes, proposed fuel reduction zones along routes, and GIS based CAD supporting deliverables to local Emergency Communication Centers.

**2. Verify the expected time frames to complete the project will fall under the**

**March 15, 2024 deadline.**

The proposed time frame is anticipated to beat the March 15, 2024 deadline by 12 months which allows for potential unforeseen delays in project delivery.

**3. Describe the milestones that will be used to measure the progress of the project.**

As part of the RFP, project milestones will be required to be outlined so that Commission staff may monitor project deliverables and insure their timely delivery.

**4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.**

Project deliverables will include a completed:

County-wide PMIRP, an Annex to the Tehama County Emergency Operations Plan, an Addendum to the Tehama East and Tehama West Community Wildfire Protection Plan

- finalized emergency routing maps and CAD/GIS evacuation routing geospatial files.
  - an emergency route interactive platform for the public.
  - an internal facing emergency route mapping platform for the Tehama County Sheriff's Office of Emergency Services and CAL FIRE.
  - Recommendations for secondary access improvements for single access communities.
  - Recommendations, including supporting maps, of priority fuel reduction projects along emergency evacuation routes.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

As part of the PMIRP, the selected proposer will be required to complete all necessary CEQA documents and submissions.

**Administration**

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.**



Previous projects established and managed by TCTC staff include; the Design and Implementation of Integrated Public Safety Communications for the County of Tehama, development of the region's Active Transportation Plan (ATP), the 2019 Regional Transportation Plan (RTP), the Regional Transportation Improvement Plan (RTIP) and the 2021/22 Overall Work Plan (OWP). TCTC is the lead transportation planning agency for the County. Staff will coordinate with local Fire Safe Councils, California Highway Patrol, the Sheriff's Office, and CAL FIRE in order to insure the successful delivery of the project.

**2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.**

**(Please type in blank space below. Please note there is no space limitations).**

The Transportation Manager (TM) under the direction of the Public Works Director will be the responsible party for tracking project expenses and maintaining project records. The TM will work with the Special Districts Accountant who maintains an accounting system that follows the Generally Accepted Accounting Principles. This system accurately reflects fiscal transactions, using necessary controls and safeguards. The system provides an audit trail, including maintenance of original source documents.

## **Budget**

**A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.**

**1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.**

The goal of the project is to better plan and organize the movements of the public, by generating analysis to assist decision makers where transportation, housing, and land use needs are unmet especially during an emergency evacuation. Identified community members and stakeholders will be invited and expected to provide input.

By modeling exiting conditions and scenarios prior to an incident, the County may address issues such as identifying communities most vulnerable to hazards, populations undeserved by transit, and unmet or unsafe housing needs. The developed model will continuously be updated in order to insure the most up to date information is being released to the public during an event. Collaborative efforts between transportation planners, Tehama County Office of Emergency Services, Chico State University Geographic Information Center (GIC) and TGU will be ongoing.

Final products will include a PMIRP, an Annex to the Tehama County Emergency Operations Plan, an Addendum to the Tehama East and Tehama West Community



Wildfire Protection Plan, finalized emergency routing maps and layers, an emergency route interactive platform for the public and an internal facing emergency route mapping platform for the Tehama County Sheriff's Office of Emergency Services.

**2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.**

The costs are in keeping and reasonable within the geographic area. A similar project was funded by CAL FIRE and completed in Alameda, 18-FP-SU-1075. The Good to Go! Alameda and Contra Costa Counties project for planning for evacuation and implementing supporting hazardous fuel reduction along evacuation routes was designed to encourage homeowners to further reduce the volume of fuels around homes and on private lands along key evacuation routes.

The current funding request would not perform hazard fuel removal; however, the resulting award would provide a platform for community dissemination of information and advanced geospatial analysis. Alameda County requested \$246,185 for the project which is similar to the proposed Tehama County project which is requesting \$180,000.

**3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?**

The project cost is appropriate to the size, scope, and anticipated benefit of the project when compared to the delivered Alameda project.

**4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).**

TCTC would not be changing Indirect Costs to the project. Planning staff salaries are reimbursed through Caltrans' Rural Planning Assistance (RPA). Project funding would be dedicated at 100% to consulting fees and project deliverables. Staff time under the RPA would represent a match and be carefully tracked during the life of the project.

**5. Explain each object category in detail and how that would support meeting the grant objectives.**

"Because the intent of the program is to reduce the likelihood of wildfire from places where fire is not tolerable on the landscape – communities, homes, infrastructure, and other highly valued resources, these objectives are achieved most directly through avoided wildfire emissions. Eliminating wildfire starts, mitigating wildfires before they progress into wildland areas, and facilitating firefighting efforts and **safety** all contribute to reduced wildfire emissions over time. The Fire Prevention Grants Program also

includes **support for planning**, such as development of **Community Wildfire Protection Plans**, and education programs **that promote fire-safe communities** to capture the benefits and synergy of collective, community-wide efforts (Procedural Guidelines).”

Planning activities within the project scope include the below outline. These activities are designed to support the development of a Wildfire Protection plan to be called the PMIRP. This plan would support public safety during a wildfire.

C. Contractual:

7. Project Management
  - a. Project Oversight
  - b. Project Team Coordination
8. Existing Conditions - Data Collection to Support Analysis and Public Education during the processes of project development
  - a. Review Existing Plans and Data
  - b. Collect Remaining Data
  - c. Hazards Identification
  - d. Risk/Vulnerability Assessment and modeling
9. Analysis
  - a. Development of If-Then Action Policies to be used for safety analysis and further public education
  - b. Web-based Mapping and Resource Center to be used for future public outreach
10. Public Outreach – which will support educational effort both within and outside for fire safe communities
  - a. Media Platform
  - b. Community Meetings
  - c. Stakeholder Meetings
  - d. Questionnaire
  - e. Outreach Summary
11. Implementation Plan
  - a. Identification of Short-and-Long-term Implementation Needs for the Public Mobility Incident Response Plan
  - b. Identification of Funding Resources such as Caltrans grants and Congressional Earmarks
  - c. Draft Implementation Plan
12. Draft and Final Plan
  - a. Draft Public Mobility Incident Response Plan to promote public safety during an evacuation

- b. Present Draft Plan as part of follow up public outreach and further plan development
  - c. Address Comments collected from stakeholders and the community
  - d. Develop Final Plan
  - e. Present and Submit Final Plan
- 7. Develop Evacuation Routes to support public safety, education and outreach efforts
  - a. GIS Data Gathering and Analysis
  - b. Evacuation Routes Model Development
  - c. Evacuation Routes Platform Development
  - d. Evacuation Routes Public Outreach and Dissemination
  - e. Evacuation Routes Platform Adaptation for ECC Consumption to support emergency service decision makers

### **California Climate Investments**

**The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.**

#### **1. How will the project/activity reduce Greenhouse Gas emissions?**

California Climate Investment (CCI) Fire Prevention Grant program stated goals are to “reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires.”

California’s Climate Adaptation Goals, expressed in the Safeguarding California Plan, vision states “Climate change adaptation and mitigation is standard practice in government and business throughout the state.”

Tehama County intends to mirror this vision by providing the necessary planning documents used to respond to climate related incidents. Climate adaptation involves preparing communities to the changing conditions of the environment, and this request for funding will reinforce this concept.

The project, in support of evacuation, will help meet the CCI Greenhouse Gas (GHG) reduction goals through developing a list of companion recommendations for hazardous fuel reduction along major evacuation/access routes addressing all three (3) components of the stated goals. TCTC will share these recommendations with CAL FIRE staff during the implementation of the existing hazardous fuel reduction projects to calculate project emissions and adjust projects to provide further GHG benefits, as appropriate.

Additionally, the project goals are aligned with the States GHG reduction targets and will further progress towards a more sustainable future. The plan will model travel demand

to manage travel time in case of an emergency thus increasing the efficiency of the transportation system. Land use and development will become more sustainable through service gaps identification and analysis. The overall vision of the project aims to enhance the equability and sustainability of the region's transportation system by providing the analysis, actions, and deliverables needed to coordinate a safe and effective emergency response. A more efficient transportation system helps to lower GHG levels.

([http://calfire.ca.gov/fire\\_prevention/firepreventiongrants](http://calfire.ca.gov/fire_prevention/firepreventiongrants) )

**2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.**

The project will provide county-wide guidance serving all communities in the planning area. Tehama County qualifies as a disadvantaged community based on income and as the region is rural, which is defined as not belonging to an urbanized area of 50,000 people or more. The most populous community in Tehama County is Red Bluff, which has a population of 14,539 and an estimated population of approximately 65,084. A community is defined as disadvantaged based on income if the Median Household Income (MHI) is 80% or less than the State average MHI. In 2019, Tehama County had an MHI of \$44,514, only 59.2% of the California MHI of \$75,235. TCTC engages public involvement through the Public Participation Plan and is responsive to the comments and concerns of citizens regarding planning efforts.

**3. What are the expected co-benefits of the project/activity (i.e., environmental, public health and safety, and climate resiliency)?**

Plan deliverables will include an analysis and modeling of the existing conditions and level of preparedness of the region, potential hazards identification, identification of health and safety risks, if-then actionable responses, and a web-based application providing emergency response actions, maps, and resources for agencies and regional residents.

The web-based application will include a mapping function that will provide local and regional agencies and residents with the appropriate actions to take for various safety threats, emergency incidents and recommendations for hazard fuel reduction. The project will aid in the safe planning of the region and will set standardized policies for evacuation, preparedness, and other policies necessary for community mobility during an extreme incident or emergency.

**4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?**

Correct estimation of evacuation response rates and human demand distributions contribute to efficient evacuation planning and management. Since it is not cost effective to design the evacuation network from scratch for rare disasters, the existing

road network must be efficiently used for avoiding congestion to enable the evacuation of the disaster area in a timely manner.

The solution of applying a model that evacuates the disaster region as quickly as possible, with an efficient and fair assignment of evacuees to shelters and to routes also supplies the co-benefit of reducing GHG emissions caused by congestion due to bottlenecking during an emergency event. This project will provide additional recommendations for fuels reduction along evacuation routes that will increase safety while reducing emission-releasing fuels during a wildfire event.

By reviewing and maintaining these routes and fuel reduction zones, long term co-benefits will be retained at the original level of project delivery.

**APPENDIX D –**  
**SAMPLE AGREEMENT**  
**AGREEMENT BETWEEN THE TEHAMA COUNTY TRANSPORTATION**  
**COMMISSION**  
**AND**  
-----[CONSULTANT]-----

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1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, Safety and Secondary Access, Community Planning and Evacuation Routing Project Scope of Work,

2. **RESPONSIBILITIES OF THE [LOCAL AGENCY]**

TCTC shall compensate CONSULTANT for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

CONSULTANT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C for performing the Scope of Services described in this Agreement. In addition, TCTC shall reimburse CONSULTANT for the actual and reasonable expenses for radio system design, purchase and implementation, travel, postage, and reasonable expenses incurred by CONSULTANT in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for TCTC employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$-----.

CONSULTANT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONSULTANT shall have no claim against TCTC for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this Agreement. CONSULTANT shall not be paid any amount in excess of the Maximum Compensation amount set forth above,

and CONSULTANT agrees that TCTC has no obligation, whatsoever, to compensate or reimburse CONSULTANT for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONSULTANT that exceed the Maximum Compensation amount set forth above. Should CONSULTANT receive any such payment it shall immediately notify TCTC and shall immediately repay all such funds to TCTC. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to TCTC an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. TCTC shall make payment of all undisputed amounts within 30 days of receipt of CONSULTANT's invoice. TCTC shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate June 30, 2023, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If CONSULTANT fails to perform his/her duties to the satisfaction of TCTC, or if CONSULTANT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if CONSULTANT violates any of the terms or provisions of this agreement, then the TCTC shall have the right to terminate this agreement effective immediately upon the TCTC giving written notice thereof to the CONSULTANT. Either party may terminate this agreement on 30 days' written notice. TCTC shall pay CONSULTANT for all work satisfactorily completed as of the date of notice. TCTC may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the TCTC fail to appropriate sufficient funds for this agreement in any fiscal year.

TCTC's right to terminate this agreement may be exercised by the Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of TCTC.

9. **EMPLOYMENT STATUS**

CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow TCTC to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the TCTC is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a TCTC employee. TCTC shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under Tehama County's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other TCTC benefit.



10. **INDEMNIFICATION**

CONSULTANT shall defend, hold harmless, and indemnify Tehama [local agency], its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of TCTC), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of TCTC being damaged, arising out of CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. CONSULTANT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. CONSULTANT shall also defend and indemnify TCTC against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the TCTC with respect to CONSULTANT's "independent CONSULTANT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

CONSULTANT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For CONSULTANT," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

CONSULTANT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with and to require its subconsultants to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, TCTC will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon

request. CONSULTANT shall defend, indemnify and hold TCTC, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the CONSULTANT or its subconsultants to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, CONSULTANT specifically acknowledges that TCTC has not affirmatively represented to CONSULTANT in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, CONSULTANT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

CONSULTANT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no CONSULTANT or subconsultant may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

CONSULTANT acknowledges that no CONSULTANT or subconsultant may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, CONSULTANT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### 13. **NON-DISCRIMINATION**

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. CONSULTANT is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by CONSULTANT under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCTC immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to TCTC: -----  
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If to CONSULTANT: -----  
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Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

CONSULTANT understands that this is not an exclusive agreement, and that TCTC shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CONSULTANT, or to perform such services with TCTC's own forces, as TCTC desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **FEDERAL CLAUSES:**

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONSULTANT agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONSULTANT, any third-party CONSULTANT, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONSULTANT or third-party CONSULTANT.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party CONSULTANTS and their contracts at every tier, and to the subagreements of third-party CONSULTANTS and the subagreements at every tier. Accordingly, the CONSULTANT agrees to include, and to require its third-party CONSULTANTS to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party CONSULTANTS. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party CONSULTANTS, and no third-party contract shall relieve the CONSULTANT of his responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party CONSULTANTS and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its third-party CONSULTANTS is an independent obligation from the Awarding Agency's obligation to make payments to the CONSULTANT. As a result, the

California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party CONSULTANT.

- D. Obligations on Behalf of the California Department of Transportation. The CONSULTANT shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONSULTANT agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONSULTANT to the extent the Federal Government deems appropriate.
- B. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

- C. The CONSULTANT agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

#### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONSULTANT and its subconsultants that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONSULTANT shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### Record Keeping

The CONSULTANT and all subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### Accounting Records

The CONSULTANT shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONSULTANT's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All

records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONSULTANT its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONSULTANT Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the



CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for SUBCONSULTANTS Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONSULTANT for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the subconsultants's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or

directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

E. Incorporation of Provisions. The CONSULTANT shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subconsultants or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such directions, the CONSULTANT may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONSULTANT may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

Energy Conservation

The CONSULTANT agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONSULTANT. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to the Awarding Agency. If the CONSULTANT has any property in its possession belonging to the Awarding Agency, the CONSULTANT will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONSULTANT does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the

Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONSULTANT, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONSULTANT to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONSULTANT agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Debarment and Suspension

- A. The CONSULTANT agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONSULTANT agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also must include the names of parties debarred, suspended, or otherwise excluded by

agencies, and CONSULTANT's declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- C. Before entering into any subagreements with any subconsultant, the CONSULTANT agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONSULTANT agrees to obtain a debarment and suspension certification from each third-party CONSULTANT containing information about the debarment and suspension status of that third-party CONSULTANT and its "principals," as defined at 49 CFR 29.105(p). The CONSULTANT also agrees to require each third-party CONSULTANT to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subconsultant, and to obtain a similar certification for any third-party subconsultant, at any tier, seeking a contract exceeding \$25,000.00.

#### Buy America

The CONSULTANT shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

#### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONSULTANT shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONSULTANT shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a

decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONSULTANT. The CONSULTANT shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONSULTANT's challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONSULTANT shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONSULTANT commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONSULTANT agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONSULTANT until the Awarding Agency has received the CONSULTANT's certification that the CONSULTANT has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONSULTANT shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONSULTANT agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONSULTANT agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONSULTANT must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONSULTANT agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

Section 504 and Americans with Disabilities Act Program Requirements

The CONSULTANT will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.



DBE Contract Assurance

The CONSULTANT or SUBCONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT or subconsultant shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONSULTANT or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONSULTANT from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONSULTANT or SUBCONSULTANT is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 3.8%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONSULTANT shall not terminate the DBE subconsultant's listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONSULTANT has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONSULTANT shall give notice in writing to the DBE subconsultant of its intent to terminate and the reason for the request. The CONSULTANT shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subconsultant is terminated or fails to complete its work on the contract for any reason, the CONSULTANT shall make good faith efforts (GFE) to find another DBE subconsultant to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

#### Continued Compliance

The Awarding Agency shall monitor the CONSULTANT's DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

Tehama County Transportation Commission

**IN WITNESS WHEREOF**, TCTC and CONSULTANT have executed this agreement on the day and year set forth below upon signature by the Executive Director of the

**TEHAMA COUNTY TRANSPORTATION  
COMMISSION**

Date: \_\_\_\_\_

\_\_\_\_\_  
-----

----- **(Bold & Capital letters)**

Date: \_\_\_\_\_

\_\_\_\_\_  
-----

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Vendor Number

Approved as to form by  
Tehama County Counsel

\_\_\_\_\_  
By: -----

Standard Form of Agreement – Services updated 12/04/2020

Exhibit A

**INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subconsultants. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also

known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, TCTC shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama [local agency], its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “TCTC of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, TCTC. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT’s liability to TCTC and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT’s insurance coverage shall be primary insurance as respects TCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TCTC, its officers, officials, employees, or volunteers shall be excess of CONSULTANT’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to TCTC.”

#### Acceptability of Insurers

CONSULTANT’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to TCTC. The TCTC reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### SUBCONSULTANTS

CONSULTANT shall require and verify that all SUBCONSULTANTS maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. TCTC, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, TCTC may purchase such required insurance coverage, and without further notice to CONSULTANT, TCTC may deduct from sums due to CONSULTANT any premium costs advanced by TCTC for such insurance.

#### Policy Obligations

CONSULTANT’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

CONSULTANT shall furnish TCTC with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the TCTC prior to TCTC signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The TCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit B  
FEE SCHEDULE  
(TBD)



Exhibit C  
PROPOSAL  
(TBD)