



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@cityofbishop.com
www.cityofbishop.com

Request for Proposals

Project Delivery Services

for

Spruce, Hanby, Yaney Sidewalks

Release: 3 March 2016

Closes: ~~6 April 2016~~ Revised to 19 April 2016

Contact: David Grah, Director of Public Works

General: The City of Bishop requests proposals for project delivery services for the Spruce, Hanby, Yaney Sidewalks project.

The Project: The Spruce, Hanby, Yaney Sidewalks project will improve non-motorized mobility particularly between the Bishop City Park and neighborhoods to south and main shopping center area of town by constructing sidewalks and bike lanes along city streets.

The project is described in detail in the attached application for Active Transportation Plan funding. The application is 137 pages long. Attachments E-1 and E-2 in the application (about page 68) show the basic scope of the project. In general, the project will construct about 4,400 lineal feet of curb, gutter, and sidewalk, about 3,000 feet of on-street 5 foot bike lane, and about 400 feet of new paved path and involves street widening at a creek crossing and near live irrigation ditches.

Funding for project delivery activities for the project becomes available about 1 August 2016. The City of Bishop accomplishes almost all project delivery activities for such projects through the services of consultants. Approximately \$300,000 is available to fund consultant services and city staff costs related to the project.

Funding for the project is state funding through the Active Transportation Program (ATP). Work will need to comply with the California Environmental Quality Act (CEQA).

The overall project schedule is expected to be as follows:

Start Work	August 2016
Complete Environmental	May 2017
Complete Design	May 2018

No consultant right of way acquisition activities are expected.

Scope of Work: It is anticipated that a full range of project delivery activities will be contracted in relation to this RFP process. Activities include public outreach, project scoping, design survey including existing right of way, geotechnical investigation, preliminary design, environmental analysis, preparation of plans, specifications, and estimates, construction engineering and testing, and many related activities. Funding comes through Caltrans and the related activities the consultant will handle include Caltrans administrative requirements such as numerous submittals and billings. Funding for the work will come in phases and the consultant contract structure will need to reflect that.

The City generally follows City and Caltrans standards. These standards include the City of Bishop Specifications for Domestic Water and Sanitary Sewer Systems 1991 and the Caltrans Standard Plans and Standard Specifications.

Proposal: A qualifying proposal must address the entire scope of work and include:

1. Brief description of firm, contact person, address, telephone number, and e-mail address.
2. Description of approach to work and description of work products.
3. Description of how city staff will be able to engage in work and provide review of draft work products.
4. Resumes of staff involved.
5. Example delivery products such as plans for a similar project.
6. Three references.
7. Proposed work schedule.
8. Proposed method of payment (such as based on hourly rates not to exceed a set total).
9. Cost proposal submitted in a separate sealed envelope.

Proposals are due 1500 (3 pm) on the closing date for this Request for Proposals. Send proposals to:

David Grah
Director of Public Works
City of Bishop
377 West Line Street
Bishop, California 93514
publicworks@cityofbishop.com

Proposals shall be submitted either in a sealed envelope (3 paper copies and 1 electronic copy) or by email which is clearly marked with the title of the Request for Proposal.

Selection Process: The consultant will be selected based on the experience and ability of the firm and staff to accomplish the scope of work, based on the proposal and considering the effective use of City funds. Selection process is expected to include initial screen of proposals, interviews of top candidate firms, and reference checks. The City is particularly interested in receiving proposals from female, minority, and locally-owned small businesses. Each firm will be rated using the following criteria and rating schedule. Responses from references will be a part of the evaluation.

Evaluation Criteria	Possible Rating Points
Experience successfully performing similar project delivery services for small municipalities	20
Quality of response to Request for Proposals.	20
Technical expertise with project delivery and ability to dedicate qualified staff to effort	15
Ability to effectively engage city input and review	15
Ability to deliver product cost effectively and in a timely way.	15
Ability to maintain excellent client service over life of project	15
Total	100

The city will attempt to negotiate a contract with the highest rated firm. The city reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

Contract: The city typically follows the attached template for consultant contracts, edited as needed for the specific project and consultant involved. It is anticipated the template will also be edited to meet Caltrans requirements including those relating to California State Prevailing Wages, non-discrimination, and audits or review (Caltrans Case 1).



ACTIVE TRANSPORTATION PROGRAM - CYCLE 2

Application Form for Part A

Parts B & C must be completed using a separate document

PROJECT unique APPLICATION NO.:

09-Bishop-1

Auto populated

Total ATP Funds Requested:

\$ 1,158

(in 1000s)

Auto populated

Important: Applicants must follow the CTC Guidelines and Chapter 22 of the Local Assistance Program Guidelines, and include attachments and signatures as required in those documents. Ineligible project elements may result in a lower score/ranking or a lower level of ATP funding. Incomplete applications may be disqualified.

Applicants are expected to use the corresponding “step-by-step” Application Instructions and Guidance to complete the application (3 Parts):

Part A: General Project Information

Part B: Narrative Questions

Part C: Application Attachments

Application Part A: General Project Information

Implementing Agency: This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

IMPLEMENTING AGENCY'S NAME:

Bishop

IMPLEMENTING AGENCY'S ADDRESS

CITY

ZIP CODE

377 West Line Street, PO Box 1236, Bishop, 93515

Bishop

CA

93514

IMPLEMENTING AGENCY'S CONTACT PERSON:

David Grah

CONTACT PERSON'S TITLE:

Public Works

CONTACT PERSON'S PHONE NUMBER:

760-873-8458

CONTACT PERSON'S EMAIL ADDRESS :

davegrah@ca-bishop.us



Project Partnering Agency: Entities that are unable to apply for Active Transportation Program funds or that are unable to enter into a Master Agreement with the State must partner with an eligible applicant that can implement the project. **In addition, entities that are unfamiliar with the requirements to administer a Federal-Aid Highway Program project may partner with an eligible applicant that can implement the project.**

If another entity (Partnering Agency) agrees to assume responsibility for the ongoing operations and maintenance of the facility, documentation of the agreement (e.g., letter of intent) must be submitted with the project application, and a copy of the Memorandum of Understanding or Interagency Agreement between the parties must be submitted with the first request for allocation. For these projects, the Project Partnering Agency's information shall be provided below.

(The Grant Writer's or Preparer's information should not be provided)

PROJECT PARTNERING AGENCY'S NAME:

PROJECT PARTNERING AGENCY'S ADDRESS

CITY

ZIP CODE

<input type="text"/>	<input type="text"/>	CA	<input type="text"/>
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PROJECT PARTNERING AGENCY'S CONTACT PERSON:

CONTACT PERSON'S TITLE:

CONTACT PERSON'S PHONE NUMBER:

CONTACT PERSON'S EMAIL ADDRESS :

MASTER AGREEMENTS (MAs):

Does the Implementing Agency currently have a MA with Caltrans?

Yes No

Implementing Agency's Federal Caltrans MS number

09-5125R

Implementing Agency's State Caltrans MS number

00112S

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

PROJECT NAME: (To be used in the CTC project list)

Application Number: out of **Applications**

PROJECT DESCRIPTION: (Max of 250 Characters)

PROJECT LOCATION: (Max of 250 Characters)



Will any infrastructure-improvements permanently or temporarily encroach on the State right-of-way? Yes No

If yes, see the application instructions for more details on the required coordination and documentation.

Project Coordinates: (latitude/longitude in decimal format) Lat. 37.368611 /long. -118.390833

Congressional District(s):

State Senate District(s): State Assembly District(s):

Caltrans District(s):

County:

MPO:

RTPA:

MPO UZA Population:

ADDITIONAL PROJECT GENERAL DETAILS: (Must be consistent with Part B of Application)

ESTIMATION OF ACTIVE TRANSPORTATION USERS

Existing Counts:	Pedestrians	<u>44</u>	Bicyclists	<u>130</u>
One Year Projection:	Pedestrians	<u>51</u>	Bicyclists	<u>194</u>
Five Year Projection:	Pedestrians	<u>51</u>	Bicyclists	<u>194</u>

BICYCLE AND/OR PEDESTRIAN INFRASTRUCTURE (Check all that apply)

Bicycle: Class I Class II Class III Other _____

Pedestrian: Sidewalk Crossing Other _____

Multiuse Trails/Paths: Meets "Class I" Design Standards Other _____

DISADVANTAGED COMMUNITIES

Project contributes toward the Disadvantaged Communities funding requirement: the project must clearly demonstrate a direct, meaningful, and assured benefit to a community that meets any of the following criteria: Yes No

If yes, which criterion does the project meet in regards to the Disadvantaged Community (mark all that apply):

Household Income Yes No CalEnviroScreen Yes No

Student Meals Yes No Local Criteria Yes No

Is the majority of the project physically located within the limits of a Disadvantaged Community: Yes No

CORPS

Does the agency intend to utilize the Corps: Yes No



PROJECT TYPE (Check only one: I, NI or I/NI)

Infrastructure (I) **OR Non-Infrastructure (NI)** **OR Combination (N/NI)**

“Plan” applications to show as NI only

Development of a Plan in a Disadvantaged Community: Yes No

If Yes, check all Plan types that apply:

- Bicycle Plan**
- Pedestrian Plan**
- Safe Routes to School Plan**
- Active Transportation Plan**

Indicate any of the following plans that your agency currently has: (Check all that apply)

Bicycle Plan Pedestrian Plan Safe Routes to School Plan Active Transportation Plan

PROJECT SUB-TYPE (check all Project Sub-Types that apply):

- Bicycle Transportation** % of Project 33.0 % (ped + bike must = 100%)
- Pedestrian Transportation** % of Project 67.0 %
- Safe Routes to School** (Also fill out Bicycle and Pedestrian Sub-Type information above)

How many schools does the project impact/serve: _____

If the project involves more than one school: 1) Insert “Multiple Schools” in the School Name, School Address, and distance from school; 2) Fill in the student information based on the total project; and 3) Include an attachment to the application which clearly summarizes the following school information and the school official signature and person to contact for each school.

School name: _____

School address: _____

District name: _____

District address: _____

Co.-Dist.-School Code: _____

School type (K-8 or 9-12 or Both) Project improvements maximum distance from school _____ mile

Total student enrollment: _____

% of students that currently walk or bike to school: _____ %

Approx. # of students living along route proposed for improvement: _____

Percentage of students eligible for free or reduced meal programs ** _____ %

**Refer to the California Department of Education website: <http://www.cde.ca.gov/ds/sh/cw/filesafdc.asp>

A map must be attached to the application which clearly shows the limits of: 1) the student enrollment area, 2) the students considered to be along the walking route being improved, 3) the project improvements.



Trails (Multi-use and Recreational): *(Also fill out Bicycle and Pedestrian Sub-Type information above)*

Trails Projects constructing multi-purpose trails and are generally eligible in the Active Transportation Program. If the applicant believes all or part of their project meets the federal requirements of the Recreational Trails Program they are encouraged to seek a determination from the California Department of Parks and Recreation on the eligibility of their project to complete for this funding. This is optional but recommended because some trails projects may compete well under this funding program.

For all trails projects:

Do you feel a portion of your project is eligible for federal Recreational Trail funding? Yes No

If yes, estimate the total projects costs that are eligible for the Recreational Trail funding: _____

If yes, estimate the % of the total project costs that serve "transportation" uses? _____ %

Applicants intending to pursue "Recreational Trails Program funding" **must submit** the required information to the California Department of Parks and Recreation prior to the ATP application submissions deadline. (See the Application Instructions for details)

PROJECT STATUS and EXPECTED DELIVERY SCHEDULE

Applicants need to enter **either** the date the milestone was completed (for all milestones already complete prior to submitting the application) **or** the date the applicant anticipates completing the milestone. Applicants should enter "N/A" for all CTC Allocations that will not be requested as part of the project. Per CTC Guidelines, all project applications must be submitted with the expectation of receiving partially federally funded and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals. *See the application instructions for more details.*

The agency is responsible for meeting all CTC delivery requirements or their ATP funding will be forfeited. For projects consisting of entirely non-infrastructure elements are not required to complete all standard infrastructure project milestones listed below. Non-infrastructure projects only have to provide dates for the milestones identified with a "*" and can provide "N/A" for the rest.

MILESTONE:	DATE COMPLETED	OR	EXPECTED DATE
CTC - PA&ED Allocation:	_____		7/1/16
* CEQA Environmental Clearance:	_____		6/30/17
* NEPA Environmental Clearance:	_____		6/30/17
CTC - PS&E Allocation:	_____		7/1/17
CTC - Right of Way Allocation:	_____		NA
* Right of Way Clearance & Permits:	_____		NA
Final/Stamped PS&E package:	_____		6/30/18
* CTC - Construction Allocation:	_____		7/1/2018
* Construction Complete:	_____		1/1/2019
* Submittal of "Final Report"	_____		6/30/19

**PROJECT FUNDING** (in 1000s)

Per CTC Guidelines, Local Matching funds are not required for any ATP projects, but Local Leveraging funds are strongly encouraged. See the Application instructions for more details and requirements relating to ATP funding.

ATP funds being requested for this application/project by project delivery phase:

ATP funds for PA&D: _____ \$129

ATP funds for PS&E: _____ \$86

ATP funds for Right of Way: _____

ATP funds for Construction: _____ \$943

ATP funds for Non-Infrastructure: _____

*(All NI funding is allocated in a project's Construction Phase)***Total ATP funds being requested for this application/project:** _____ **\$1,158****Local funds leveraging or matching the ATP funds:** _____ **\$0**

For local funding to be considered Leveraging/Matching it must be for ATP eligible activities and costs. Per CTC Guidelines, Local Matching funds are not required for any ATP projects, but Local Leveraging funds are strongly encouraged. See the Application instructions for more details and requirements relating to ATP funding.

Additional Local funds that are 'non-participating' for ATP: _____ **\$0**

These are local funds required for the overall project, but not for ATP eligible activities and costs. They are not considered leverage/match.

TOTAL PROJECT FUNDS: _____ **\$1,158****ATP - FUNDING TYPE REQUESTED:**

Per the CTC Guidelines, All ATP projects must be eligible to receive federal funding. Most ATP projects will receive federal funding. however some projects may be granted State only funding (SOF) for all or part of the project.

Do you believe your project warrants receiving state-only funding? Yes No

If "Yes", provide a brief explanation. (Max of 250 characters) Applicants requesting SOF must also attach an "Exhibit 22-f"

Project is small and additional cost and time to meet federal requirements would be large without commensurate benefits.

ATP PROJECT PROGRAMMING REQUEST (PPR): In addition to the project funding information provided in Part A of the application, all applicants must complete the ATP Project Programming Request form and include it as Attachment B. More information and guidance on the completion and submittal of this form is located in the Application Instructions Document under Part C - Attachment B.

Part B



ACTIVE TRANSPORTATION PROGRAM - CYCLE 2

Part B: Narrative Questions (Application Screening/Scoring)

Project unique application No.: 09-Bishop-1

Implementing Agency's Name: City of Bishop

Important:

- *Applicants must ensure all data in Part B of the application is fully consistent with Part A and C.*
- *Applicants must follow all instructions and guidance to have a chance at receiving full points for the narrative question and to avoid flaws in the application which could result in disqualification.*

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Part B: Narrative Questions **Detailed Instructions for: Screening Criteria**

The following Screening Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.

1. Demonstrated fiscal needs of the applicant:

Presently, no phase of the Spruce, Hanby, Yaney Sidewalks/Bicycle Lanes projects is funded. As short-term Inyo County Regional STIP funding has been dedicated to the US 395 Olancha Cartago four lane project, there is no STIP funding available for this important pedestrian safety/connectivity project. This project is not the result of environmental mitigation resulting from a development or capital improvement project but rather addresses pedestrian connectivity needs in the City of Bishop.

2. Consistency with Regional Plan.

The Spruce, Hanby, Yaney Sidewalks/Bicycle Lanes project is consistent with the Inyo County Regional Transportation Plan adopted April 22, 2009 and amended May 20, 2015. Relevant pages displaying the capital improvement project lists identifying this project are included as Attachment K-1. Link: <http://www.inyoltc.org/rtp.html>



Part B: Narrative Questions

Detailed Instructions for: Question #1

QUESTION #1

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFICATION OF WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOYMENT CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY OF NON-MOTORIZED USERS. (0-30 POINTS)

A. Describe the following:

-Current and projected types and numbers/rates of users. (12 points max.)

As specific count data is not available, the number of existing users was estimated by applying mode split data to the population of the census tract block groups located within walking distance of the center of the project area. There are minimal data sources available for estimating travel mode split in rural areas such as the City of Bishop. Several data sources were considered in this document to estimate existing bicycle and pedestrian trips in the project area.

First, the number of residents living within approximately three-quarters of a mile from the center of the project area was estimated at 590 people. The 2010 – 2012 Caltrans California Household Travel Survey estimates that on average each person makes 3.5 trips per day. It can be assumed that maybe only half of these 2,065 daily trips would be through the project area. Mode split data was obtained from the American Community Survey 2009 – 2013 5 Year Estimates Journey to Work data, as this is the only mode split data available which is specific to the area. The City of Bishop has a relatively high bicycle and pedestrian mode split of 11.1 and 7.6 percent respectively. (This can be attributed to the flat topography and the relatively compact urban form constrained by public lands.) Mode split data was applied to the estimated number of daily bicycle and walking trips in the project area and results in 118 daily bicycle trips and 40 daily walking trips through the project area.

The number of existing users is greater for the most crucial portion of the project (from the end of the existing Pine to Park path to Yaney Street). City of Bishop Recreation Department



staff indicated that anywhere from 700 – 1,000 people use the softball fields on a Saturday during the Little League season. The City Park also hosts all Bishop High and Middle School softball games as well as a City Softball League of 29 teams. AYSO is another large user of the City Park where around 25 children and parents travel to the park for each game. All these users must use a section of Spruce or Yaney Street to access the City Park. Therefore, to account for usage during these peak periods, average daily bicycle and walking trips in the project area were increased by 10 percent to 130 daily bicycle trips and 44 daily walking trips.

For reasons described throughout this application, the proposed project will increase safety and connectivity for non-motorized active travel in the City of Bishop. This in turn will increase the number of active transportation trips. As identified in the *Inyo County Draft Active Transportation Plan* (specific pages in Attachment K-2), studies have shown that the construction of bicycle facilities has increased bicycle mode share by more than 100 percent in some areas and walking trips have increased anywhere from 1.5 to 62 percent. As Inyo is a very rural county, the Draft ATP assumes that implementation of the ATP program will increase bicycle mode split by 50 percent and the number of walking trips will increase by 15 percent. Applying these proportions to the project area results in an increase in bicycle trips of 64 daily trips to 194 daily trips and an increase of 7 daily walking trips to 51 daily trips. The annual increase in bicycle trips will total 23,641 while pedestrian trips will increase by 2,428. It is assumed trip increases will reach this level roughly one year after completion of the project and remain relatively steady over a five year period.



<i>Spruce, Hanby, Yaney Sidewalk/Bicycle Lane Estimated Users</i>					
	Daily Trips		Annual Trips		Annual Increase
	Existing	Future	Existing	Future	
Bicyclists	130	194	47,281	70,922	23,641
Pedestrians	44	51	16,186	18,614	2,428
Total	174	245	63,468	89,537	26,069

- B. Describe how the project links or connects, or encourages use of existing routes (for non-infrastructure applications) to transportation-related and community identified destinations where an increase in active transportation modes can be realized, including but not limited to: schools, school facilities, transit facilities, community, social service or medical centers, employment centers, high density or affordable housing, regional, State or national trail system, recreational and visitor destinations or other community identified destinations via:**
(12 points max.)

a. creation of new routes

The proposed sidewalk/bicycle lane project will provide a new non-motorized route connecting the neighborhoods of Bishop to recreational facilities, community centers, the largest commercial center in the community, and employment opportunities. As shown in Attachment I – 1, the new sidewalk/bicycle lane on the west side of Hanby Avenue will provide a new connection between neighborhoods south of East Pine Street to and around the 44-acre City Park. The Bishop City Park includes four baseball fields, two children’s play structures, four tennis courts, a public pool, an outdoor fitness center and a bocce court, as well as a community garden, arboretum, pond and dog park. Walking distance between the City Park and southeast Bishop neighborhoods range from the easily walkable distance of one quarter to one half mile.

Also located at the southern border of the park is the Bishop Senior Center. The project will provide a safe and smooth pedestrian facility (suitable for mobility devices) for seniors in south east Bishop neighborhoods along Hanby Avenue to the Senior Lunch Program and other Senior activities.



The project sidewalks/bicycle lanes will connect with the existing sidewalk network along Spruce Street. Roughly one quarter mile north of the Park between Spruce Street and US 395 is the 50,000 square foot Vons supermarket and 108,000 square foot Kmart. Not only are both businesses some of the only “big box” stores in the city, they are also considered major employers for the city. Additionally, the Vons/Kmart shopping center is a major Eastern Sierra Transit Authority (ESTA) bus stop. The shopping center is a checkpoint stop for local Bishop DAR trips as well as the primary Bishop stop along the intercity routes to Lone Pine, Lancaster, Mammoth Lakes, and Reno.

According to Census data, some of the neighborhoods in southeast Bishop (Census Block Group 4.02 and 4.03) have a median household income of around 50 percent of the statewide median household income. Specifically, there is a multi-family housing complex located right at the start of the proposed facility on Hanby and East Pine Street as well as the Shady Rest Trailer Park at the corner of Yaney and Hanby. (Attachment I - 1). The area served by the trail (Census Block Group 4.02) includes Supplemental Nutrition Assistance Program Education (SNAP-ED) eligible neighborhoods. Constructing a safe non-motorized connection to recreation and commercial services close to this disadvantaged population will reinforce goals of SNAP-ED and ATP programs of helping residents make healthy choices and choose active lifestyles. Lastly, the project will provide the most direct north-south non-motorized “through” alternative to US 395 between southeast neighborhoods and the Vons shopping center. Although US 395 currently has sidewalks, annual average traffic volumes (AADT) on this highway are around 13,000 whereas AADT on Hanby street is less than 2,000, making travel on Hanby a much more attractive trip for a pedestrian or cyclist.



Multi-family complex at Pine St. and Hanby Ave. (South end of project)



Hanby Ave – Looking north





Exercise equipment near intersection of Spruce and Hanby



Softball Field 5 Entrance on Hanby





Shady Rest Trailer Park at Hanby and Yaney



Spruce St and Yaney Street – Soccer field on southwest corner





Spruce and Yaney – looking north toward Vons/Kmart



View of Senior Center on Spruce St from Pine to Park Path



**b. removal of barrier to mobility**

The *Inyo County Collaborative Bikeways Plan* identifies only four north-south “through” corridors in the City of Bishop. All other streets dead end before reaching the opposite side of town. The Hanby Avenue/Spruce Street corridor is one of the four along with US 395, Home Street and the maintenance roads of Bishop Creek Canal at the eastern city limit. Presently, Hanby and Spruce Streets are rural two lane roads with a dirt shoulder and no sidewalks. Residents using mobility devices have difficulty travelling on Hanby Avenue in its current state. The addition of a sidewalk will greatly enhance the safety of pedestrians by separating them from the travel way on this important corridor. The clear delineation of a bicycle lane will increase safety for bicyclists. As traffic volumes on Hanby and Spruce are 85 percent less than US 395, the Hanby Spruce Corridor will be a much more attractive non-motorized through way than US 395.

c. closure of gaps

As identified in Attachment I - 1, the City of Bishop has a disconnected network of sidewalks. Looking at the sidewalk network map, the largest gap is along Hanby and Spruce streets between Pine and Yaney Streets. As identified above, this is also an important north-south through corridor which connects residents with recreation, community services, employment and commercial services. The proposed sidewalks/bicycle lanes will also close an important non-motorized facility gap through the City Park on Spruce Street as the project will connect the new Pine to Park path to existing sidewalks beginning at Spruce and Yaney Streets which lead to the Kmart/Vons shopping center. The proposed project will close the largest and most important gap in the sidewalk network as well as provide a safer route for bicyclists.



Most significant gap in sidewalk between ball fields on Spruce St.



d. other improvements to routes

The proposed sidewalks/bicycle lanes circulating around and through the City Park on Spruce/Hanby/Yaney Street provide additional safe recreation opportunities for all types of residents, particularly those who require a smooth even surface.

e. educates or encourages use of existing routes

By closing the gap in the non-motorized facility network on the Hanby/Spruce corridor, the proposed project is providing an alternative to US 395. Although sidewalks are present on US 395, pedestrians must cross multiple side streets to travel north-south through the city. Hanby



Avenue has fewer intersections. This could encourage parents to allow their children to walk/skate/bike to the City Park alone for games or other activities instead of driving them.

While this project is still in the early phases of development, several agencies have expressed interest in promoting the new facility once completed. Staff from Inyo County Health and Human Services Prevention Services has indicated that promoting the new sidewalk would be incorporated into the SNAP-ED and Team Inyo for Health Kids Programs (a collaborative to reduce childhood obesity), particularly as SNAP-ED eligible neighborhoods are located close to the project. The Toiyabe Indian Health Project also has expressed interest in promoting the project to clients to improve overall long-term health.

- C. Referencing the answers to A and B above, describe how the proposed project represents one of the Implementing Agencies (and/or project Partnering Agency's) highest unfunded non-motorized active transportation priorities. (6 points max.)**

As indicated above, not only does the proposed project close the largest gap in the City of Bishop sidewalk network and add another non-motorized-friendly north-south through corridor, the project connects residents to recreation, commercial services and employment. The Bishop City Park is the focal point for all community recreation programs and activities. Although located slightly farther away, Bishop Paiute tribal members are significant users of the park and would still benefit from safe pedestrian circulation through the park. As such this publicly supported project will benefit the greatest number of residents including disadvantaged communities. In terms of cost, the project is scalable and the scope can be adjusted to meet potential funding constraints. For these reasons, the Spruce/Hanby/Yaney sidewalk/bicycle lanes project is listed as the top priority in the *Inyo County Draft Active Transportation Plan*. The City of Bishop and the Inyo County Local Transportation Commission have worked together collaboratively to prepare this grant as both entities see it as a top priority. Letter of Support from ICLTC is included in Attachment J.



Part B: Narrative Questions

Detailed Instructions for: Question #2

QUESTION #2

POTENTIAL FOR REDUCING THE NUMBER AND/OR RATE OF PEDESTRIAN AND BICYCLIST FATALITIES AND INJURIES, INCLUDING THE IDENTIFICATION OF SAFETY HAZARDS FOR PEDESTRIANS AND BICYCLISTS. (0-25 POINTS)

- A. Describe the plan/program influence area or project location's history of collisions resulting in fatalities and injuries to non-motorized users and the source(s) of data used (e.g. collision reports, community observation, surveys, audits). (10 points max.)

Over the past five years, no pedestrian or bicycle accidents have been reported with the City of Bishop Police Department on Spruce, Hanby, or Yaney streets, partially a result of the low number of non-motorized travelers. One of the major shortcomings in the design in the City of Bishop is that there are only four north - south through corridors but rather many dead end streets. The Spruce/Hanby corridor is the primary corridor for eastern sections of Bishop. As demonstrated Attachment I-2, there have been seven bicycle and two pedestrian accidents on US 395 (the primary north/south through corridor in Bishop) between East Pine Street and East Yaney Street. By providing a complete pedestrian facility and safer bicycle facility on the Spruce/Hanby corridor, many of the north/south bicycle/pedestrian trips could be redirected away from the busy and less safe US 395 corridor.

Conversations with City of Bishop Recreation Department Staff have indicated that they feel lucky there have been no pedestrian/vehicle conflicts on Spruce Street across from the softball fields. During Little League and AYSO games, as many as 700 – 1,000 people visit that area of the City Park in one day. City staff have placed barriers along Spruce Street in an attempt to slow drivers with the high volume of children going to/from the soccer and softball fields. Constructing sidewalks on Spruce Street between the existing Pine to Park Path and Yaney Street will provide a clear and separated walkway for City Park users and well as close an important gap in the pedestrian network.



Ball fields on Spruce Street and end of Pine to Park Path – Congested area during games



- B. Describe how the project/program/plan will remedy (one or more) potential safety hazards that contribute to pedestrian and/or bicyclist injuries or fatalities; including but not limited to the following possible areas: (15 points max.)**
- Reduces speed or volume of motor vehicles in the proximity of non-motorized users.
 - Improves sight distance and visibility between motorized and non-motorized users.
 - Eliminates potential conflict points between motorized and non-motorized users, including creating physical separation between motorized and non-motorized users.
 - Improves compliance with local traffic laws for both motorized and non-motorized users.
 - Addresses inadequate traffic control devices.
 - Eliminates or reduces behaviors that lead to collisions involving non-motorized users.
 - Addresses inadequate or unsafe traffic control devices, bicycle facilities, trails, crosswalks and/or sidewalks.

As demonstrated in the following photos, streets in the project area have dirt shoulders with foliage or parked cars blocking the shoulder in some places. The proposed sidewalks/bicycle lanes will provide a separated facility for pedestrians and a clear delineation of the travel lane so that conflicts between motorists and bicyclists will be limited.



Additionally, overall safety for the Bishop area could be increased if more pedestrians/bicyclists travelling north/south used the proposed sidewalk/bicycle project on the Spruce/Hanby corridor instead of US 395. The City of Bishop would partner with agencies such as the Toiyabe Indian Health Project to make residents aware of the preferred route.

Hanby Ave





Part B: Narrative Questions

Detailed Instructions for: Question #3

QUESTION #3

PUBLIC PARTICIPATION and PLANNING (0-15 POINTS)

Describe the community based public participation process that culminated in the project/program proposal or will be utilized as part of the development of a plan.

- A. Who: Describe who was engaged in the identification and development of this project/program/plan (for plans: who will be engaged). (5 points max)**

Advocacy agencies as well as the general public have been involved in the selecting of the project and will continue to be involved as the project develops. Specifically the following public groups/persons have been contacted and provided input: Toiyabe Indian Health Project (Kate Morley), Bishop AYSO, and the general public. The following governmental agencies were involved: Inyo County Health and Human Services, Prevention Services (April Eagan), Bishop Paiute Tribe (Mervin Hess).

The Toiyabe Indian Health Project, AYSO, and governmental agencies were personally contacted to discuss how City of Bishop infrastructure projects could encourage active transportation for their respective clients. Correspondence included both phone conversations and emails.

The general public was engaged through a series of four meetings. The purpose of the first set of meetings was to identify all active transportation needs. The purpose of the second set of meetings was to refine and prioritize the Active Transportation Projects which were conceptualized or suggested in the first meeting. Letters of Support from the Police Department, Air Pollution Control District, Toiyabe Indian Health Project and Inyo County Health Department are included in Attachment J and sign-in sheets are included in Attachment I-3.

Public meetings and an extensive stakeholder outreach effort was also conducted as part of the update of the 2015 Regional Transportation Plan and the Active Transportation Plan.

Stakeholders included tribal entities and non-motorized travel advocacy groups.



Correspondence, public meeting minutes, sign in sheets, flyers and other pertinent advertisements for the RTP/ATP process are displayed in Attachment I-3.

B. How: Describe how stakeholders were engaged (or will be for a plan). (4 points max)

A series of four ATP specific meetings were held (two mid-day and two in the evening) at the City of Bishop conference room in an effort to determine which infrastructure projects are needed to increase safety and mobility for non-motorized travel. Meetings were noticed through the local paper and existing email distribution lists. The meetings were held at accessible facilities and during the service hours of public transit (mid-day meetings). Attendees included representatives from government agencies, advocacy organizations and the general public. At the first two meetings, attendees were asked to brainstorm ideas for projects which would increase safety for non-motorized travelers and encourage more Bishop resident's to walk/bike to their destinations. Attendees placed post-it notes on a map of the City to identify active transportation needs. At the second set of meetings, attendees were presented with a potential list of ATP projects and asked to prioritize the projects based on Bishop ATP goals and priorities (See photos below).

City of Bishop Active Transportation Project Prioritization Meetings





As part of the 2015 Regional Transportation Plan update and Active Transportation Plan development, public meetings were conducted by LSC Transportation Consultants and ICLTC in Bishop and Lone Pine. The meetings were held at accessible facilities and public transit was available for the daytime meeting in Lone Pine. Attendees included City staff, County staff, ICLTC staff, Caltrans, USFS staff, bicycle advocacy groups, public transit staff, and interested general public. The RTP/ATP meetings included an overview of the RTP and ATP planning process and then a discussion of transportation in the region. Attendees were asked to describe safety issues which prevent themselves or clients from walking/biking as well as potential solutions to connectivity issues.

C. What: Describe the feedback received during the stakeholder engagement process and describe how the public participation and planning process has improved the project's overall effectiveness at meeting the purpose and goals of the ATP. (5 points max)

The recent public ATP meetings held by City of Bishop staff support the proposed project but indicated a desire for increased safety and mobility for bicyclists as well as pedestrians. As such, the proposed project expanded scope from a sidewalk only project to include the provision of striped bicycle lanes.

One of the primary themes discussed at this public input session for the RTP/ATP update was that the City of Bishop has relatively few non-motorized "through" corridors besides US 395. With the high level of vehicle traffic and higher number of bicycle and pedestrian accidents, attendees emphasized the importance of creating safe alternative routes for non-motorized travel. RTP/ATP public meeting minutes and sign in sheets are included as Attachment I-3.

D. Describe how stakeholders will continue to be engaged in the implementation of the project/program/plan. (1 points max)

This project is still in the early design phases. The City of Bishop will continue to involve the community during the project alternatives selection process through a series of public outreach meetings. After construction, the City will also coordinate closely with the contacts identified in this application for the Toiyabe Indian Health Project and Inyo County



Health and Human Services, Prevention Services. Both entities have stated that they will promote the new sidewalks to clients.



Part B: Narrative Questions

Detailed Instructions for: **Question #4**

QUESTION #4

IMPROVED PUBLIC HEALTH (0-10 points)

- NOTE: Applicants applying for the disadvantaged community set aside must respond to the below questions with health data specific to the disadvantaged communities. Failure to do so will result in lost points.**

A. Describe the health status of the targeted users of the project/program/plan. (3 points max)

The City Park is the location of community wide soccer games, softball games and new exercise equipment. As the proposed project would provide safer access to the City Park, targeted users of this project include all residents of the disadvantaged Census Tract 4 which includes the City of Bishop and the Bishop Paiute Tribe Reservation. Per the Toiyabe Indian Health Clinic, 65% of the City’s softball league is Native American, therefore health statistics for Native Americans in the area are of particular importance. A variety of health statistics for the Bishop Area and Inyo County in general was gathered from several data sources and presented in the table below.

Health Data Statistics for Targeted Users				
	Area			Data Source/Contact
	Bishop Unified	Native American Community	Inyo County Adults	
Meets Fitness Standards				kidsdata.org
Grade 5	56.0%			
Grade 7	45.2%			
Grade 9	29.2%			
Obesity Rates			23%	Inyo County, HHS, April Eagan
Healthy Weight				kidsdata.org
Grade 5	64.2%			
Grade 7	59.3%			
Grade 9	66.7%			
Diabetes		16.0%	266	Toiyabe Indian Health Clinic- Kate Morley countyhealthrankings.org
Physical Inactivity		59.6%	15%	countyhealthrankings.org



B. Describe how you expect your project/proposal/plan to enhance public health. (7 points max.)

This sidewalk/bicycle lane project will close a gap in the City of Bishop sidewalk network by connecting existing sidewalks/paths in residential areas in City of Bishop to the City Park and the largest commercial center in town (Von's/Kmart). Currently, Hanby, Yaney, and Spruce Streets are two lane rural roads with dirt shoulders. With this project, children and adults would be able to walk or bike on continuous sidewalk/bicycle lane to the City Park for soccer games, softball games, use the exercise equipment, etc. without walking in the travel lane or dirt shoulder. With a greater perception of safety, more residents are likely to bicycle to the grocery store, walk to the park, or even make the trip in the first place. Although the residential community located just to the south of the park, would likely be the most encouraged to walk to the park due to the neighborhood's proximity to the project, neighborhoods on the other side of US 395, particularly the J Diamond Mobile Ranch directly west of US 395 would also now have a continuous non-motorized facility to the City park via the path along Bishop Creek and the new Spruce Street sidewalks/bicycle lane (Refer to Attachment I-1). In fact, the majority of the neighborhoods in the City of Bishop are located less than one mile from the City Park. This relatively short distance is feasible for a pedestrian or beginning cyclist. The condensed nature of the City of Bishop combined with the separation from the road makes the decision to walk or even make that trip to the park and commercial services more appealing.

The project could enhance the health of the senior population as well. Seniors living in the neighborhoods in southern Bishop would have a complete sidewalk connection to the Senior Center located at 506 Park Street (Refer to Attachment I-1) where seniors can receive well-balanced lunches as well as attend social activities such as dances, movies, and card games. The Sterling Heights assisted living facility located at 369 East Pine Street is also within the project's area of influence and would be benefited by the new sidewalk.



The project will encourage residents of the Bishop Paiute Reservation (65 percent of the participants in the City softball league) to walk or bike to the park by providing a more complete sidewalk connection from the reservation to the Park. The Hanby/Spruce Street corridor is one of four north-south connections through the City of Bishop. The primary north-south corridor is US 395. The project will provide an alternative pedestrian friendly north/south route through Bishop between Line Street (southern border of the reservation) and Yaney Street. Although US 395 currently has sidewalks, annual average traffic volumes (AADT) on this highway are around 13,000 whereas AADT on Hanby street is less than 2,000, making travel on Hanby a much more pleasant trip.

In summary, by providing a complete sidewalk/bicycle lane connection to the City Park and commercial/employment centers, the project will give residents another reason to use non-motorized transportation and follow a more active lifestyle.



Part B: Narrative Questions

Detailed Instructions for: **Question #5**

QUESTION #5

BENEFIT TO DISADVANTAGED COMMUNITIES (0-10 points)

A. Identification of disadvantaged communities: (0 points – SCREENING ONLY)

To receive disadvantaged communities points, projects/programs/plans must be located within a disadvantaged community (as defined by one of the four options below) AND/OR provide a direct, meaningful, and assured benefit to individuals from a disadvantaged community.

1. The median household income of the census tract(s) is 80% of the statewide median household income
2. Census tract(s) is in the top 25% of overall scores from CalEnviroScreen 2.0
3. At least 75% of public school students in the project area are eligible for the Free or Reduced Priced Meals Program under the National School Lunch Program
4. Alternative criteria for identifying disadvantage communities (see below)

Provide a map showing the boundaries of the proposed project/program/plan and the geographic boundaries of the disadvantaged community that the project/program/plan is located within and/or benefiting.

Option 1: Median household income, by census tract for the community(ies) benefited by the project:

Census Tract 4

- Population – 5,809
- Median household income 2013 - \$36,477
- Bishop Paiute Reservation – Population = 1,796 Median Household Income 2013 = \$41,606

Option 2: California Communities Environmental Health Screening Tool 2.0 (CalEnviroScreen) score for the community benefited by the project: _____NA__

- Provide all census tract numbers
- Provide the CalEnviroScreen 2.0 score for each census track listed
- Provide the population for each census track listed

Option 3: Percentage of students eligible for the Free or Reduced Price Meals Programs: _____NA__ %

- Provide percentage of students eligible for the Free or Reduced Meals Program for each and all schools included in the proposal

Option 4: Alternative criteria for identifying disadvantaged communities: NA

- Provide median household income (option 1), the CalEnviroScreen 2.0 score (option 2), and if applicable, the percentage of students eligible for Free and Reduced Meal Programs (option 3)
- Provide ADDITIONAL data that demonstrates that the community benefiting from the project/program/plan is disadvantaged



- Provide an explanation for why this additional data demonstrates that the community is disadvantaged

B. For proposals located within disadvantage community: (5 points max)

**What percent of the funds requested will be expended in the disadvantaged community? 100%
Explain how this percent was calculated.**

As demonstrated in Attachment I - 5, the entire City of Bishop and Bishop Paiute Reservation is part of Census Tract 4 in Inyo County. The project is located within the City of Bishop and Census Tract 4 and will provide safer non-motorized access to a community center, the Bishop City Park, and the largest commercial/employment center. Further, Attachment I-5 demonstrates that the project is located within Census Block Group 4.03 which has a median household income of roughly 49.8 percent of the statewide median.

C. Describe how the project/program/plan provides (for plans: will provide) a direct, meaningful, and assured benefit to members of the disadvantaged community. (5 points max)

Define what direct, meaningful, and assured benefit means for your proposed project/program/plan, how this benefit will be achieved, and who will receive this benefit.

As shown in Attachment I-1 and I-5, the proposed Spruce, Hanby, Yaney sidewalk/bicycle lane project would directly link residents living in Census Tract Block Group 4.03 with the facilities and programs of the City Park as well as complete a pedestrian connection to the Vons/Kmart shopping centers at the northern end of the city. The median household income for Block Group 3 is \$30,417 or roughly 49.8 percent of the state median household income. Block Group 2 median household income is \$27,583 or 45.1 percent of the state median and is located roughly one quarter of a mile from the proposed project. Block Group 2 is also a SNAP-ED eligible block group and as such residents are the focus of Team Inyo for Health Kids Programs (a collaborative to reduce childhood obesity) and Inyo County Prevention Services programs to encourage active and healthy lifestyles.

The proposed project will also provide a direct benefit to residents of the Sterling Heights Assisted Living Facility and other seniors living in the southeast portion of Bishop as the



sidewalks will allow seniors who use mobility devices to travel on a complete sidewalk from the Assisted Living Facility to Vons/Kmart. The existing dirt shoulders could be hazardous to seniors with limited mobility.

In summary, the project is located in the center of a very disadvantaged community.



Part B: Narrative Questions

Detailed Instructions for: Question #6

QUESTION #6

COST EFFECTIVENESS (0-5 POINTS)

- A. Describe the alternatives that were considered and how the ATP-related benefits vs. project-costs varied between them. Explain why the final proposed alternative is considered to have the highest Benefit to Cost Ratio (B/C) with respect to the ATP purpose of “increased use of active modes of transportation”. (3 points max.)**

Cost-effectiveness played a large role in the decision-making process for the prioritization of this project. Of the gaps in the City of Bishop sidewalk network, the Spruce, Hanby, Yaney sidewalk/bicycle lane project provides the greatest benefit as closure of this gap will benefit the greatest amount of residents. The Bishop City Park is the primary park for the entire city as well as for the Bishop Paiute Tribe. Soccer games, softball games and other community programs take place at the City Park. Additionally, the project will tie into an existing pedestrian facility which travels to the largest grocery store in town, also a major employer. Although mode shift to non-motorized travel will be greater for residents living within a half mile of the proposed project, the entire community will benefit by the project as it provides connectivity to a community center and provides increased non-motorized safety on one of four north-south through corridors in the City. In terms of costs, there will be no costs for right-of-way acquisition, particularly as the project borders the City Park in many places. Additionally, the scope of the project is substantially scalable. If required, only the most crucial link along Spruce Street from Bishop Creek / senior center to Yaney St could be constructed at a lower cost.

- B. Use the ATP Benefit/Cost Tool, provided by Caltrans Planning Division, to calculate the ratio of the benefits of the project relative to both the total project cost and ATP funds requested. The Tool is located on the CTC’s website at: <http://www.dot.ca.gov/hq/tpp/offices/eab/atp.html>. After calculating the B/C ratios for the project, provide constructive feedback on the tool (2 points max.)**

$$\left(\frac{\text{Benefit}}{\text{Total Project Cost}} \text{ and } \frac{\text{Benefit}}{\text{Funds Requested}} \right).$$

Benefit/Total Project Cost = 1.76 and Benefit/Funds Requested = 1.76

Feedback: Overall, the instructions for the ATP Benefit/Cost Tool are simple and easy to understand. The spreadsheet is well organized and clearly identifies the required inputs. The



layout of the bike projects input area is a bit confusing. Cell A7 (Forecast bike trips without project) states 1 year after completion but it is located under the “without” project column. Also, at first glance, it appears the section separating out commuters and recreational users should be following the “without” and “with” project columns but that is not the case. It is understood that this tool is a work in progress and uses the best data available. However, Inyo County is very rural and has a dispersed population of 18,546. There may be a need for a separate tool for very rural areas.



Part B: Narrative Questions

Detailed Instructions for: Question #7

QUESTION #7

LEVERAGING OF NON-ATP FUNDS (0-5 points)

- A. The application funding plan will show all federal, state and local funding for the project: (5 points max.)**

Presently, the City of Bishop does not have additional funds available to construct the Spruce, Hanby, Yaney sidewalk/bicycle lane project. As this project will directly benefit a disadvantaged community, no local match is required. However, the Toiyabe Indian Health Project recently funded exercise equipment at the Bishop City Park. This Group is very willing to help promote the new sidewalk project to their clients through non-infrastructure activities. Potential funding for these activities could be drawn from the Toiyabe Indian Health Project.



Part B: Narrative Questions Detailed Instructions for: **Question #8**

QUESTION #8

USE OF CALIFORNIA CONSERVATION CORPS (CCC) OR A CERTIFIED COMMUNITY CONSERVATION CORPS (0 or -5 points)

Step 1: Is this an application requesting funds for a Plan (Bike, Pedestrian, SRTS, or ATP Plan)?

- Yes (If this application is for a Plan, there is no need to submit information to the corps and there will be no penalty to applicant: 0 points)
- No (If this application is NOT for a Plan, proceed to Step #2)

Step 2: The applicant must submit the following information via email concurrently to **both** the CCC **AND** certified community conservation corps prior to application submittal to Caltrans. The CCC and certified community conservation corps will respond within five (5) business days from receipt of the information.

- Project Title
- Project Description
- Detailed Estimate
- Project Schedule
- Project Map
- Preliminary Plan

California Conservation Corps representative:
Name: Wei Hsieh
Email: atp@ccc.ca.gov
Phone: (916) 341-3154

Community Conservation Corps representative:
Name: Danielle Lynch
Email: inquiry@atpcommunitycorps.org
Phone: (916) 426-9170

Step 3: The applicant has coordinated with Wei Hsieh with the CCC **AND** Danielle Lynch with the certified community conservation corps and determined the following (check appropriate box):

- Neither corps can participate in the project (0 points)
- Applicant intends to utilize the CCC or a certified community conservation corps on the following items listed below (0 points).

The CCC will be used to assist with landscaping. Other certified community conservation corps have declined to participate.
Correspondence included as Attachment I-8.

- Applicant has contacted the corps but intends not to use the corps on a project in which either corps has indicated it can participate (-5 points)
- Applicant has not coordinated with both corps (-5 points)

The CCC and certified community conservation corps will provide a list to Caltrans of all projects submitted to them and indicating which projects they are available to participate on. The applicant must also attach any email



correspondence from the CCC and certified community conservation corps to the application verifying communication/participation.



Part B: Narrative Questions

Detailed Instructions for: Question #9

QUESTION #9

APPLICANT'S PERFORMANCE ON PAST GRANTS AND DELIVERABILITY OF PROJECTS

(0 to-10 points OR disqualification)

- A. **Applicant:** Provide short explanation of the Implementing Agency's project delivery history for all projects that include project funding through Caltrans Local Assistance administered programs (ATP, Safe Routes to School, BTA, HSIP, etc.) for the last five (5) years.

The City of Bishop has acquired and successfully delivered several Safe Routes to Schools Grants as well as Transportation Enhancement Projects with no failures. The City did apply for and receive a Community Development Block Grant on behalf of the Inyo Mono Advocates for Community Action to build a new assisted living complex. As additional funding could not be obtained, the project could not be constructed.

- B. **Caltrans response only:**
Caltrans to recommend score for deliverability of scope, cost, and schedule based on the overall application.

Part C



Part C: Application Attachments

Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.

List of Application Attachments

The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans) some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using "tabs" with appropriate letter designations

Application Signature Page Required for all applications	Attachment A
ATP - PROJECT PROGRAMMING REQUEST (ATP-PPR) Required for all applications	Attachment B
Engineer's Checklist Required for Infrastructure Projects	Attachment C
Project Location Map Required for all applications	Attachment D
Project Map/Plans showing existing and proposed conditions Required for Infrastructure Projects (optional for 'Non-Infrastructure' and 'Plan' Projects)	Attachment E
Photos of Existing Conditions Required for all applications	Attachment F
Project Estimate Required for Infrastructure Projects	Attachment G
Non-Infrastructure Work Plan (Form 22-R) Required for all projects with Non-Infrastructure Elements	Attachment H
Narrative Questions backup information Required for all applications Label attachments separately with "H-#" based on the # of the Narrative Question	Attachment I
Letters of Support Required or Recommended for all projects (as designated in the instructions)	Attachment J
Additional Attachments Additional attachments may be included. They should be organized in a way that allows application reviews easy identification and review of the information.	Attachment K

Attachment A

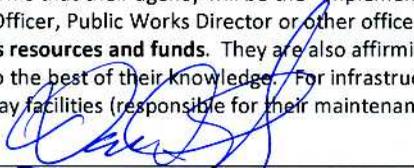


Part C: Attachments Attachment A: Signature Page

IMPORTANT: Applications will not be accepted without all required signatures.

Implementing Agency: Chief Executive Officer, Public Works Director, or other officer authorized by the governing board

The undersigned affirms that their agency will be the "Implementing Agency" for the project if funded with ATP funds and they are the Chief Executive Officer, Public Works Director or other officer **authorized by their governing board with the authority to commit the agency's resources and funds.** They are also affirming that the statements contained in this application package are true and complete to the best of their knowledge. For infrastructure projects, the undersigned affirms that they are the manager of the public right-of-way facilities (responsible for their maintenance and operation) or they have authority over this position.

Signature:  Date: 1 JUNE 2015
Name: DAVID GRAH Phone: 760 873 9458
Title: DIRECTOR OF PUBLIC WORKS e-mail: DAVEGRAH@CA-BISHOP.US

For projects with a Partnering Agency: Chief Executive Officer or other officer authorized by the governing board

(For use only when appropriate)

The undersigned affirms that their agency is committed to partner with the "Implementing Agency" and agrees to assume the responsibility for the ongoing operations and maintenance of the facility upon completion by the implementing agency and they intend to document such agreement per the CTC guidelines. The undersigned also affirms that they are the Chief Executive Officer or other officer authorized by their governing board with the authority to commit the agency's resources and funds. They are also affirming that the statements contained in this application package are true and complete to the best of their knowledge.

Signature: _____ Date: _____
Name: _____ Phone: _____
Title: _____ e-mail: _____

For Safe Routes to School projects and/or projects presented as benefiting a school: School or School District Official

(For use only when appropriate)

The undersigned affirms that the school(s) benefited by this application is not on a school closure list.

Signature: _____ Date: _____
Name: _____ Phone: _____
Title: _____ e-mail: _____

For projects with encroachments on the State right-of-way: Caltrans District Traffic Operations Office Approval*

(For use only when appropriate)

If the application's project proposes improvements within a freeway or state highway right-of-way, whether it affects the safety or operations of the facility or not, it is required that the proposed improvements be reviewed by the district traffic operations office and either a letter of support/acknowledgement from the traffic operations office be attached or the signature of the traffic manager be secured in the application. The Caltrans letter and/or signature does not imply approval of the project, but instead is only an acknowledgement that Caltrans District staff is aware of the proposed project; and upon initial review, the project appears to be reasonable and acceptable.

Is a letter of support/acknowledgement attached? If yes, no signature is required. If no, the following signature is required.

Signature: _____ Date: _____
Name: _____ Phone: _____
Title: _____ e-mail: _____

* Contact the District Local Assistance Engineer (DLAE) for the project to get Caltrans Traffic Ops contact information. DLAE contact information can be found at <http://www.dot.ca.gov/hq/LocalPrograms/dlae.htm>

Attachment B

ATP PROJECT PROGRAMMING REQUEST

Date:

Project Information:					
Project Title: Spruce, Hanby, Yaney Sidewalks					
District	County	Route	EA	Project ID	PPNO
09	Inyo				

Funding Information:									
DO NOT FILL IN ANY SHADED AREAS									
Proposed Total Project Cost (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)				129				129	
PS&E					86			86	
R/W									
CON						943		943	
TOTAL				129	86	943		1,158	

ATP Funds	Infrastructure Cycle 2								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)				129				129	
PS&E					86			86	
R/W									
CON						943		943	
TOTAL				129	86	943		1,158	
									Notes: Delivery could be substantially accelerated if federal funds are not involved.

ATP Funds	Non-Infrastructure Cycle 2								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									
									Notes:

ATP Funds	Plan Cycle 2								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									
									Notes:

ATP Funds	Previous Cycle								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									
									Notes:

ATP Funds	Future Cycles								Program Code
Proposed Funding Allocation (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									
									Notes: Delivery could be substantially accelerated if federal funds are not involved.

ATP PROJECT PROGRAMMING REQUEST

Date:

Project Information:					
Project Title: Spruce, Hanby, Yaney Sidewalks					
District	County	Route	EA	Project ID	PPNO
09	Inyo				

Funding Information:
DO NOT FILL IN ANY SHADED AREAS

Fund No. 2:	Future Source for Matching								Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Fund No. 3:									Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Fund No. 4:									Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Fund No. 5:									Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Fund No. 6:									Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Fund No. 7:									Program Code
Proposed Funding Allocation (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Notes:
E&P (PA&ED)									
PS&E									
R/W									
CON									
TOTAL									

Attachment C

ATP Engineer's Checklist for Infrastructure Projects

Required for "Infrastructure" applications ONLY

This application checklist is to be used by the engineer in "responsible charge" of the preparation of this ATP application to ensure all of the primary elements of the application are included as necessary to meet the CTC's requirements for a PSR-Equivalent document (per CTC's ATP Guidelines and CTC's Adoption of PSR Guidelines - Resolution G-99-33) and to ensure the application is free of critical errors and omissions; allowing the application to be accurately ranked in the statewide ATP selection process.

Special Considerations for Engineers before they Sign and Stamp this document attesting to the accuracy of the application:

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since the corresponding ATP Infrastructure-application defines the scope of work of a future civil construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a licensed civil engineer.

By signing and stamping this document, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made. This action is governed by the Professional Engineer's Act and the corresponding Code of Professional Conduct, under Sections 6775 and 6735.

The following checklist is to be completed by the engineer in "responsible charge" of defining the projects Scope, Cost and Schedule per the expectations of the CTC's PSR Equivalent. The checklist is expected to be used during the preparation of the documents, but not initialed and stamped until the final application and application attachments are complete and ready for submission to Caltrans.

1. **Vicinity map /Location map** Engineer's Initials: dg
 - a. The project limits must be clearly depicted in relationship to the overall agency boundary
2. **Project layout-plan/map** showing existing and proposed conditions must: Engineer's Initials: dg*
 - a. Be to a scale which allows the visual verification of the overall project "construction" limits and limits of each primary element of the project *also see typical cross sections
 - b. Show the full scope of the proposed project, including any non-participating construction items
 - c. Show all changes to existing motorized/non-motorized lane and shoulder widths. Label the proposed widths
 - d. Show agency's right of way (ROW) lines when permanent or temporary ROW impacts are possible. (As appropriate, also show Caltrans', Railroad, and all other government agencies ROW lines)
3. **Typical cross-section(s)** showing existing and proposed conditions. Engineer's Initials: dg
(Include cross-section for each controlling configuration that varies significantly from the typical)
 - a. Show and dimension: changes in lane widths, ROW lines, side slopes, etc.
4. **Detailed Engineer's Estimate** Engineer's Initials: dg
 - a. Estimate is reasonable and complete.
 - b. Each of the main project elements are broken out into separate construction items. The costs for each item are based on calculated quantities and appropriate corresponding unit costs
 - c. All non-participating costs in relation to the ATP funding are clearly identified and accounted for separately from the eligible costs.
 - d. All project elements the applicant intends to utilize the CCC (or a certified community conservation corps) on need to be clearly identified and accounted for
 - e. All project development costs to be funded by the ATP need to be accounted for in the total project cost

5. **Crash/Safety Data, Collision maps and Countermeasures:** Engineer's Initials: dg

- a. Confirmation that crash data shown occurred within influence area of proposed improvements.

6. **Project Schedule and Requested programming of ATP funding** Engineer's Initials: dg

- a. All applicants must anticipate receiving federal ATP funding for the project and therefore the project schedules and programming included in the application must account for all applicable requirements and timeframes.
- b. "Completed Dates" for project Milestone Dates shown in the application have been reviewed and verified
- c. "Expected Dates" for project Milestone Dates shown in the application account for all reasonable project timetables, including: Interagency MOUs, Caltrans agreements, CTC allocations, FHWA authorizations, federal environmental studies and approvals, federal right-of-way acquisitions, federal consultant selections, project permits, etc.
- d. The fiscal year and funding amounts shown in the PPR must be consistent with the values shown in the project cost estimate(s), expected project milestone dates and expected matching funds.

7. **Warrant studies/guidance (Check if not applicable)** Engineer's Initials: _____

- N/A a. For new Signals – Warrant 4, 5 or 7 must be met (CA MUTCD): Signal warrants must be documented as having been met based on the CA MUTCD

8. **Additional narration and documentation:** Engineer's Initials: dg

- a. The text in the "Narrative Questions" in the application is consistent with and supports the engineering logic and calculations used in the development of the plans/maps and estimate
- b. When needed to clarify non-standard ATP project elements (i.e. vehicular roadway widening necessary for the construction of the primary ATP elements); appropriate documentation is attached to the application to document the engineering decisions and calculations requiring the inclusion of these non-standard elements.

Licensed Engineer:

Name (Last, First):

Title:

Engineer License Number

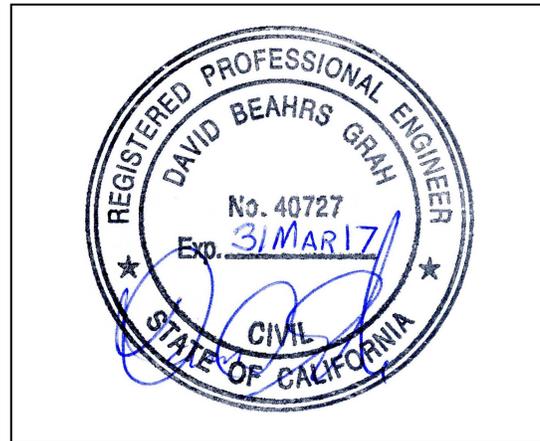
Signature: _____

Date:

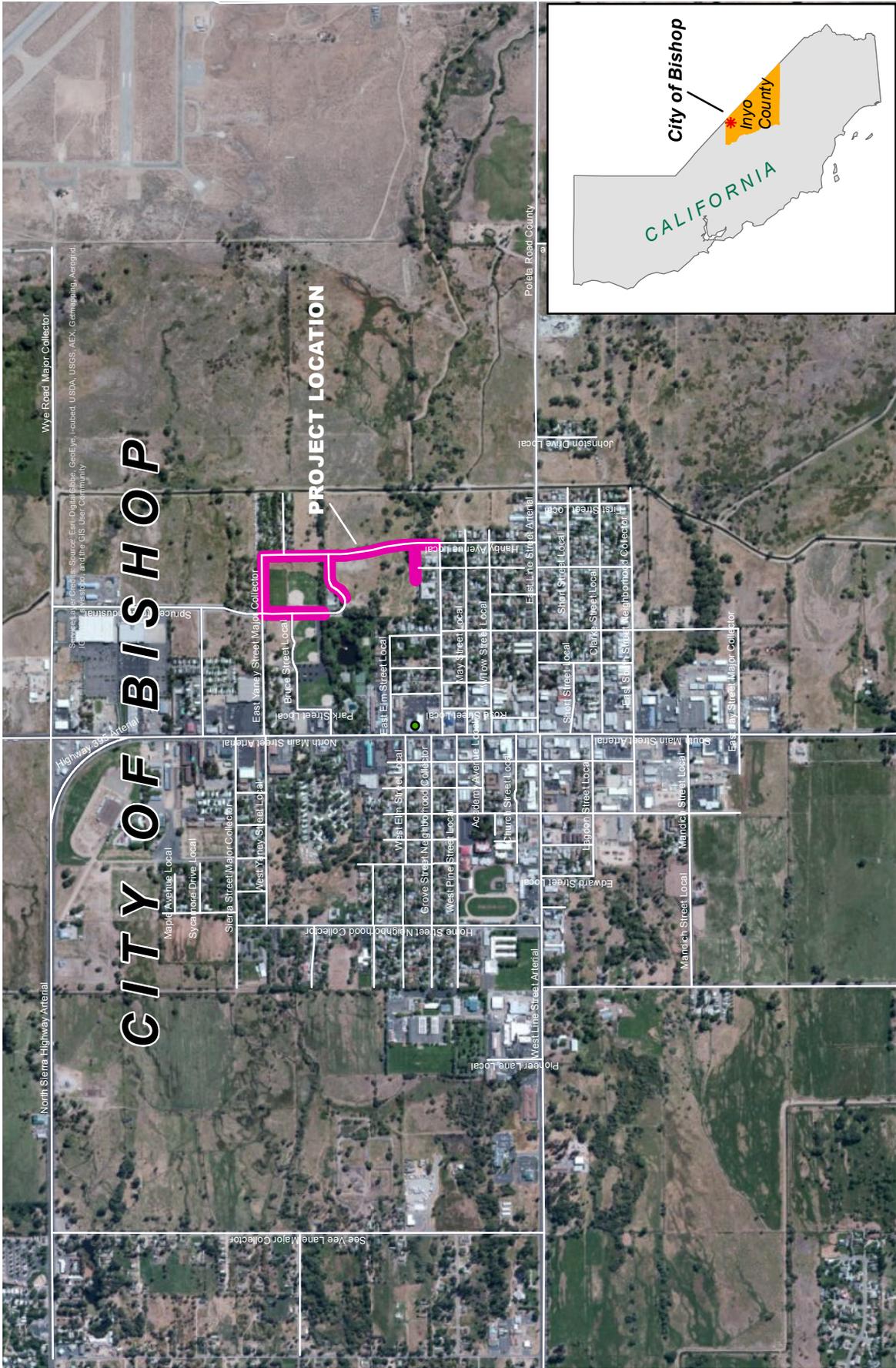
Email:

Phone:

Engineer's Stamp:



Attachment D



0.35 0.175 0 0.35 Miles

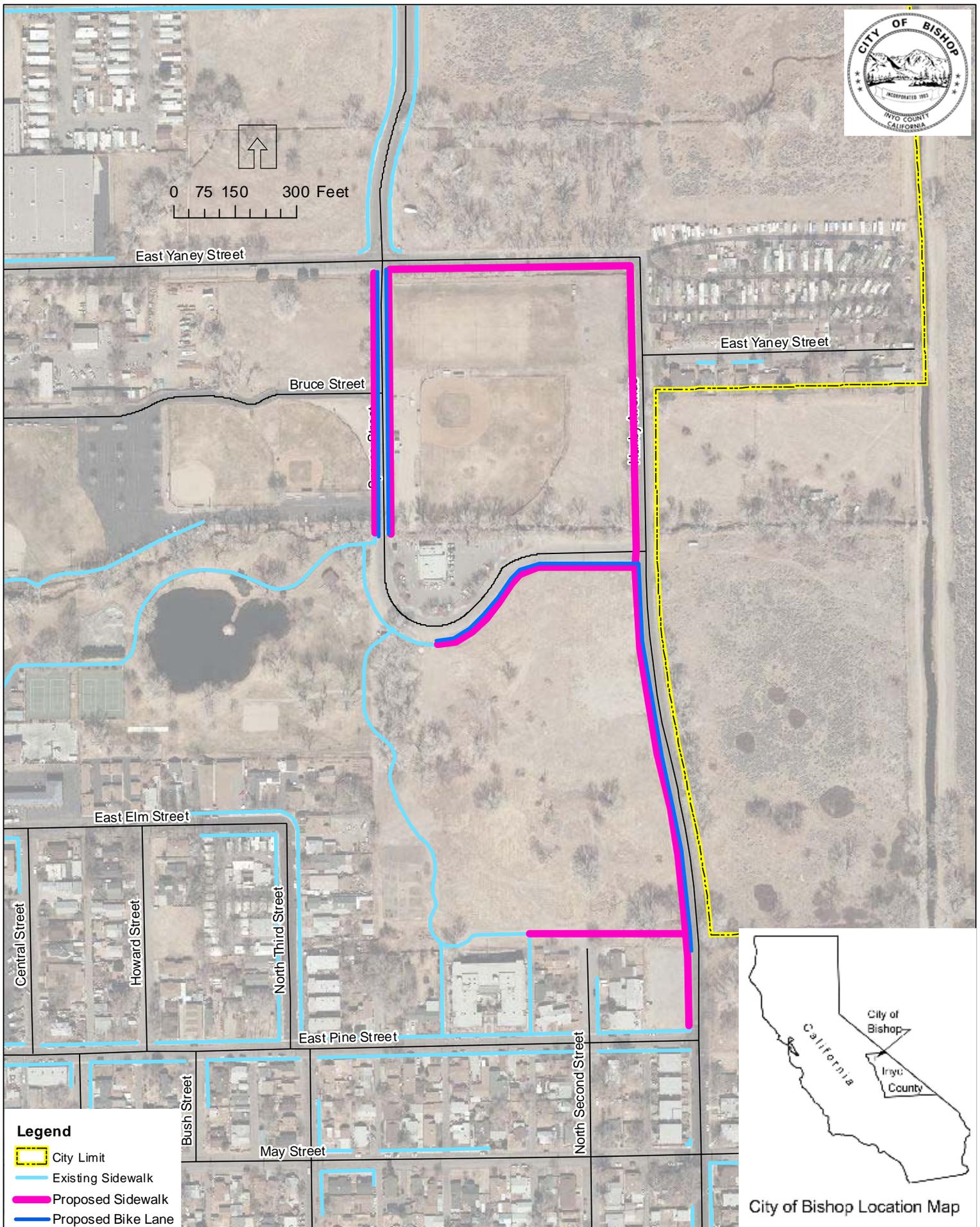


Attachment D
Project Location

Attachment E

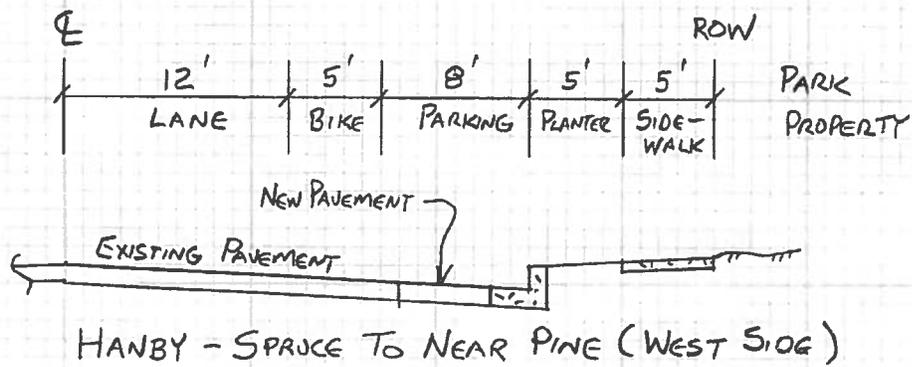
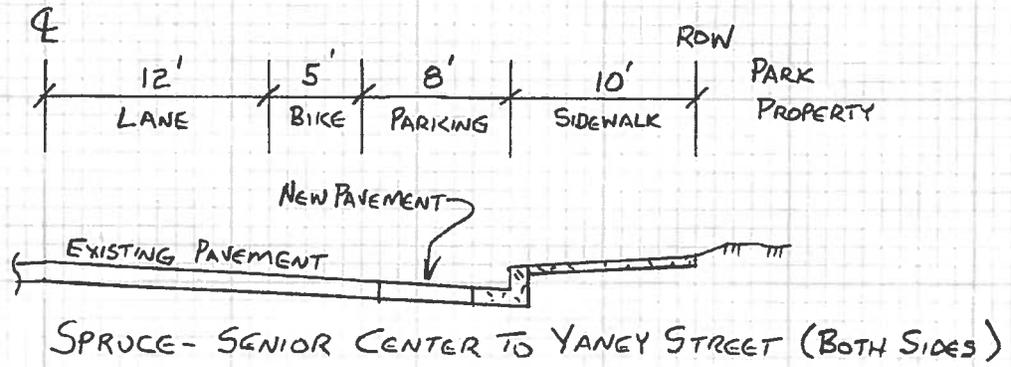


0 75 150 300 Feet

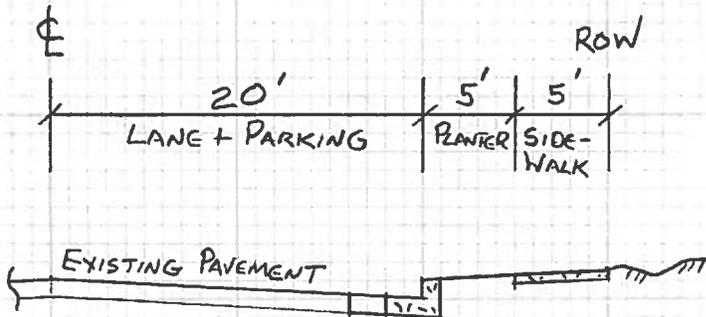
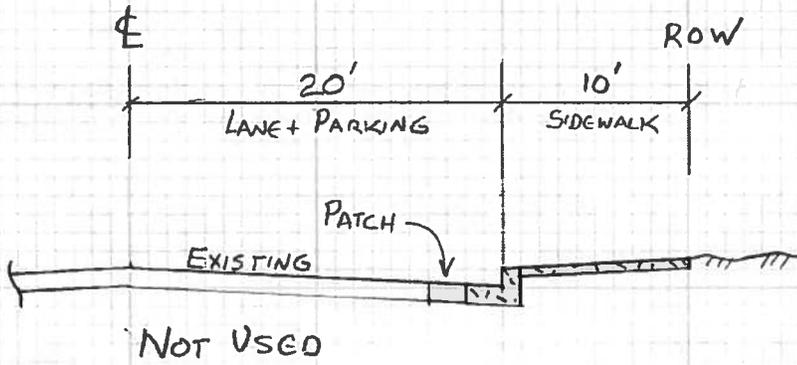


City of Bishop Location Map

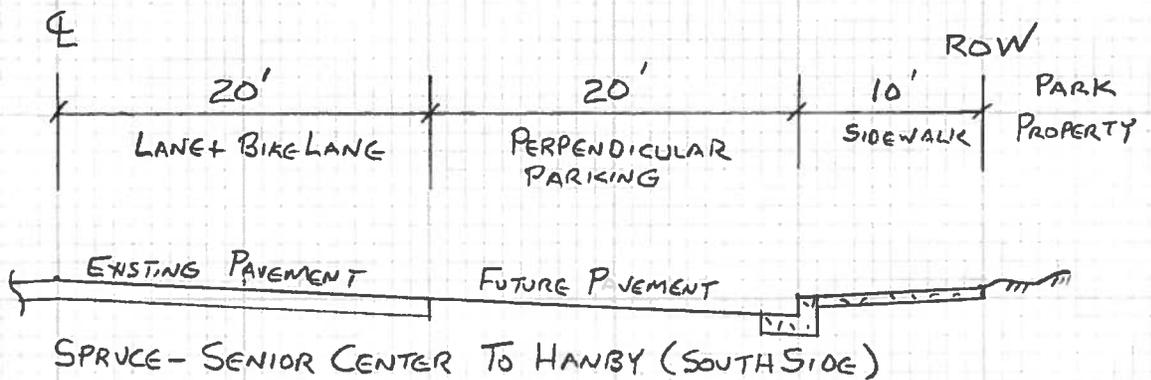
- Legend**
- City Limit
 - Existing Sidewalk
 - Proposed Sidewalk
 - Proposed Bike Lane



CITY OF BISHOP
 SPRUCE, YANEY, HANBY SIDEWALKS PROJECT
 TYPICAL CROSS SECTIONS 1/2



YANEY-SPRUCE TO HANBY (SOUTH SIDE)
 HANBY-YANEY TO SPRUCE (WEST SIDE)
 HANBY - NEAR PINE (WEST SIDE)



SPRUCE - SENIOR CENTER TO HANBY (SOUTH SIDE)

CITY OF BISHOP
 SPRUCE, YANEY, HANBY SIDEWALKS PROJECT
 TYPICAL CROSS SECTIONS 2/2
 Attachment E-2

Attachment F

Attachment F – Additional Photos

Children walking on the existing Pine to Park Path



Northern terminus of existing Pine to Park Path in project area



ESTA bus stop at Vons/Kmart shopping center



Attachment G

Detailed Engineer's Estimate and Total Project Cost

Spruce, Hanby, Yaney Sidewalks Project

Important: Read the Instructions in the other sheet (tab) before entering data. Do not enter in shaded fields (with formulas).

Project Information:

Agency:	City of Bishop		
Application ID:		Prepared by:	David Grah
		Date:	5/20/2015
Project Description:	Construct sidewalks		
Project Location:	In City of Bishop on Spruce Street from East Yaney Street to Hanby Avenue, on East Yaney Street from Spruce Street to Hanby Avenue, and on Hanby Avenue, and on Hanby Avenue from East Yaney Street to East Pine Street.		

Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown							
						Note: Cost can apply to more than one category. Therefore may be over 100%.							
						ATP Eligible Items		Landscaping		Non-Participating Items		To be Constructed by Corps/CCC	
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$	%	\$	%	\$
1	Mobilization	1	LS	\$20,000.00	\$20,000	100%	\$200						
2	Erosion Control	1	LS	\$5,000.00	\$5,000	100%	\$50						
3	Temporary Traffic Control	1	LS	\$1,000.00	\$1,000	100%	\$10						
4	Remove Tree	47	EA	\$500.00	\$23,500	100%	\$235						
5	Street Tree	43	EA	\$150.00	\$6,450	100%	\$65					100%	\$65
6	Extend Culverts	1	LS	\$100,000.00	\$100,000	100%	\$1,000						
7	Aggregate Base	370	CY	\$75.00	\$27,750	100%	\$278						
8	Asphalt Concrete	363	TON	\$200.00	\$72,600	100%	\$726						
9	Sidewalk	30450	SF	\$10.00	\$304,500	100%	\$3,045						
10	Curb	4250	LF	\$40.00	\$170,000	100%	\$1,700						
11	Curb Ramp	5	EA	\$3,000.00	\$15,000	100%	\$150						
12													
13													
14													
15													
16													
Subtotal of Construction Items:					\$745,800		\$7,458						\$65
Construction Item Contingencies (% of Construction Items):				15.00%	\$111,870								
Enter in the cell to the right													
Total (Construction Items & Contingencies) cost:					\$857,670								

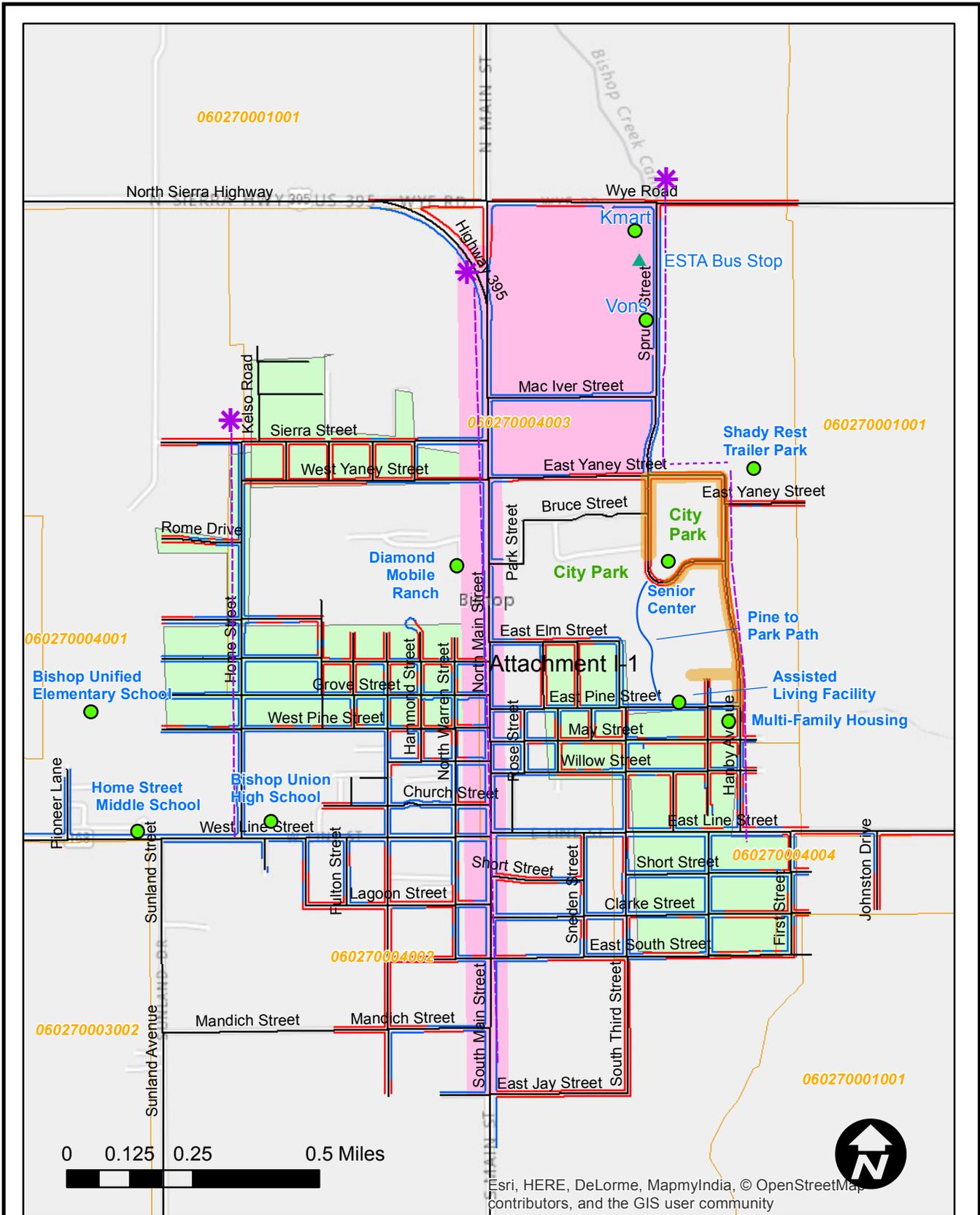
Project Cost Estimate:

Type of Project Delivery Cost	Cost \$	
Preliminary Engineering (PE)		
Environmental Studies and Permits(PA&ED):	\$	128,638
Plans, Specifications and Estimates (PS&E):	\$	85,759
Total PE:	\$	214,397
	25.00%	25% Max
Right of Way (RW)		
Right of Way Engineering:	\$	-
Acquisitions and Utilities:	\$	-
Total RW:	\$	-
Construction (CON)		
Construction Engineering (CE):	\$	85,759
Total Construction Items & Contingencies:	\$	\$857,670
Total CON:	\$	943,429
	9.09%	15% Max
Total Project Cost Estimate:		\$ 1,157,826

Attachment H

Not Applicable

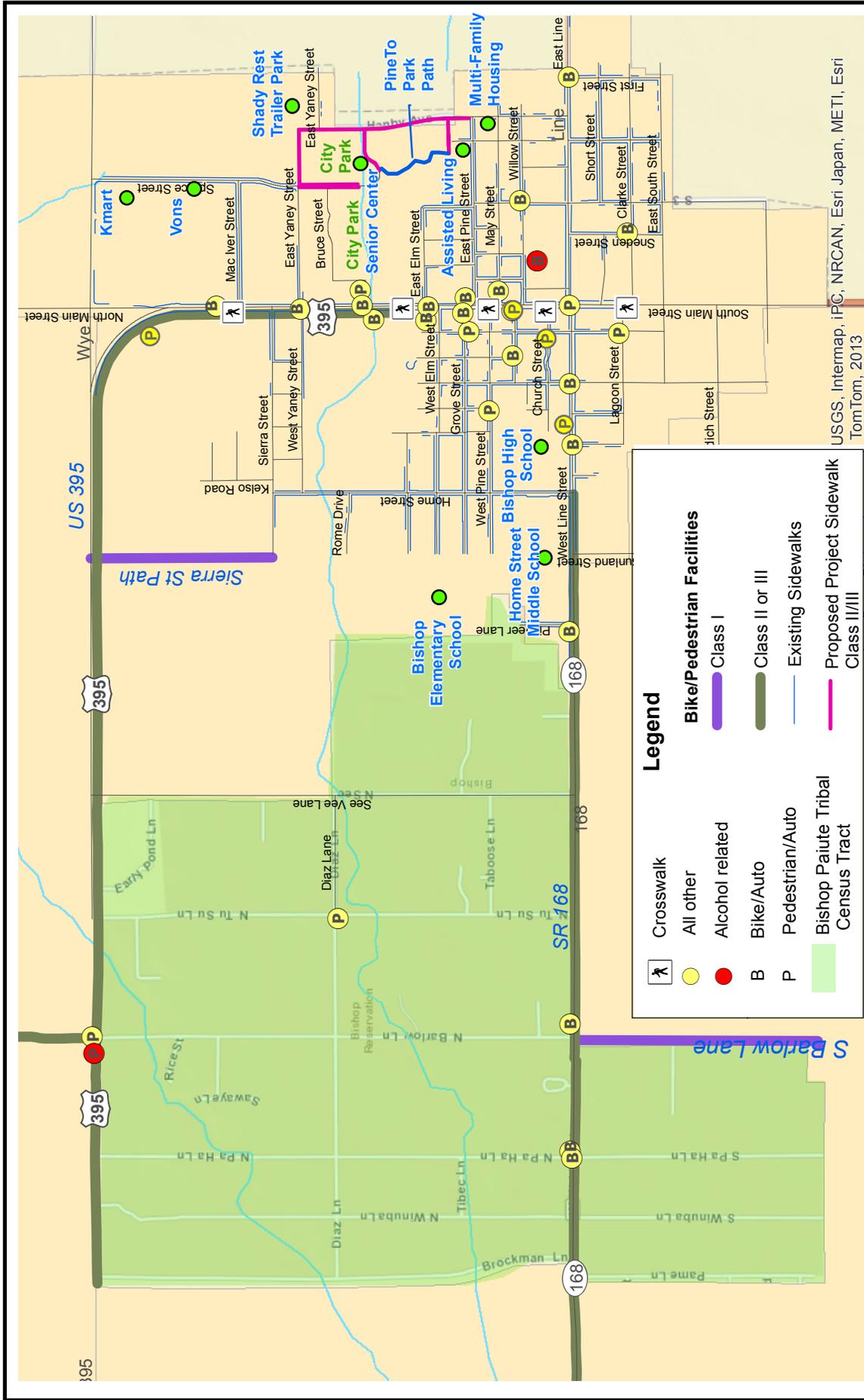
Attachment I



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Attachment I-1 Project Connectivity

- Block Group Boundaries
- Residential Area
- Commercial/Employment Area
- Sidewalk
- No Sidewalk
- Through Corridor
- Proposed Project Sidewalk/Bike Lane



0 0.125 0.25 0.5 Miles

Attachment I-2 2009-2013 Bishop Area Bike/Pedestrian Accidents

Attachment I – 3

Public/Stakeholder Participation

City of Bishop Active Transportation Meetings



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
 Post Office Box 1236 - Bishop, California 93515
 760-873-8458 publicworks@ca-bishop.us
 www.ca-bishop.us

Active Transportation Program Attendance

5 pm 13 May 2015

	Name	Address	Phone or Email
1	Cheryl Smith	AAA Bishop	smith.cheryl@gmail.com
2	Bob Murphy	Sierra Wave	
3	Hank Truxillo	Crosby St	HANK.TRUXILLO@CAATL.COM
4	Steve White	356 Hammond	stevew@sierraworkers.com
5	Karen & Willard	386 S. TUMBLER RD	760-232-4590
6	Kate Morley	Toiyabe community wellness	kate.morley@toiyabe.org
7	GARY FREIDICH	EASTERN SIERRA JELU CLUB	CMFREIDICH@GMAIL.COM
8	THU K. DOO	157 SHORT STREET	pkidlow@gbunped.org
9	Brian Adkins	775 W. Pine St	brian.adkins@bishopparade.com
10			
11			
12			
13			
14			
15			
16			



CITY OF BISHOP
 377 West Line Street - Bishop, California 93514
 Post Office Box 1236 - Bishop, California 93515
 760-873-8458 publicworks@ca-bishop.us
 www.ca-bishop.us

Active Transportation Program Attendance

Noon 13 May 2015

	Name	Address	Phone or Email
1	Skandarp	Box 531, Bishop, Ca 93515	Skandarp@MSH.com
2	Ken Reed	P.O. BOX 1151 BISHOP 93515	—
3	KEITH WATERFALL	168 JOHNSTON DR. BISHOP, CA 93514	KWMS@VERIZON.NET
4	Katie Larsen	302 E. Line St B Bishop, CA 93514	Katie.Larsen@foryebe.us
5	JANICE KASALA	256 ARCTURUS BISHOP CA 93514	JANICE.KASALA@gmail.com
6	Matthew Larsen	302 E Line St B	matthew.larsen@foryebe.us
7			
8			
9			
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12			
13			
14			
15			
16			



CITY OF BISHOP
377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@ca-bishop.us
www.ca-bishop.us

Active Transportation Program

Attendance

Noon 20 May 2015

	Name	Address	Phone or Email
1	April Eagan	568 W. Line St. Bishop	872-0900
2	SKANDAR	774 West line st. Bishop	920-2446
3	PECSI	210 S. 2ND ST. BISHOP	784-0699
4	CORA WILLIAMS		
5	NOE GADEA	236 N. WARREN ST. BISHOP	873-4747
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
 Post Office Box 1236 - Bishop, California 93515
 760-873-8458 publicworks@ca-bishop.us
 www.ca-bishop.us

Active Transportation Program

Attendance

5 pm 20 May 2015

	Name	Address	Phone or Email
1	TRIE EVERHART	150 N. 3rd St., Bishop, CA 93514	760-873-3354
2	Ann Piersall	157 Short Street GBWPCO	406-471-0601
3	Jenny Gabriel	1800 Valley View Dr	760-873-6663
4	Sheryl Weikert	Auto Club 181 W. Pine St	760-873-2642
5	Kate Morley		760-873-8851
6	Serenia Johnson	437 N. 3rd St Bishop	
7	Katie Larsen	3622, Line St Bishop	(406) 396-5291
8	Guy Davis	486 W Elm St. Bishop	760-920-1778
9	Mike Slates	757 Rom + Dr	760 872 3839
10			
11			
12			
13			
14			
15			
16			

Attachment I-3

Public/Stakeholder Participation

Regional Transportation Plan/Active Transportation Plan

Inyo County Local Transportation Commission

WE NEED YOUR INPUT!

PUBLIC MEETINGS

Inyo County Active Transportation Plan and Regional Transportation Plan Update



How do you travel to work, school, errands, social engagements?

Are there safety issues which prevent you from walking/biking more often?

Are there other issues with the roads, bicycle paths, sidewalks, airports, and public transit in Inyo County that should be fixed?

What do **you** think are the **most** needed transportation improvements for our community?

The Inyo County Local Transportation Commission is preparing an Active Transportation Plan and Regional Transportation Plan.

You may provide input by attending one of the following public workshops:

Thursday, **December 4th** at 6:00 PM
Bishop City Council Chambers
301 West Line Street
Bishop, CA

Friday, **December 5th** at 9:00 AM
Boulder Creek RV Park
2550 S. Highway 395
Lone Pine, CA



Alternative ways to provide input . . .

Please contact:

GENEVIEVE EVANS
LSC TRANSPORTATION CONSULTANTS, INC.
Email: Genevieve@lsctahoe.com Phone: 530-583-4053

Sign-In Sheet

Public Workshop
For the

Inyo County 2015 Regional Transportation Plan and Active Transportation Plan

Thursday, December 4th, 2014 6:00 PM
Bishop City Council Chambers

YOUR NAME / COMPANY NAME	ADDRESS	PHONE	EMAIL
DAVID BLUM	500 SO MAIN ST	760-872-6799	
CLINT QUILLER		760-878-0201	
Courtney Smith	Independence	760 878-0207	
Jerry Gabriel	Bishop	760 873 6663	
Ryan Dermody	CT Bishop	760 872-0691	
DAVID GRAH	377 WESTLINE BSHOP	873-8458	DAKGRAH@CA-BISHOP.US
Tammy Scholten/USFS	Bishop	760.289.9394	Tamarscholten@fs.fed.us
Diana Pietrasanta	351 Pacu Lane Bishop	760 873 2464	dpietasanta@fs.fed.us
DAVE LIVINGSTON	300 MANDICH, BISHOP		
ELAINE KABALA	256 ARCTURIS, BISHOP		emkabala@gmail.com
Colin McQuowen	860 Shuttle Dr, Bishop		Colinmquowen@gmail.com
Randy Fendon	Bishop	714-330-6293	r.fendon@fendonsfurniture.com

Inyo RTP/ATP Public Meeting Minutes

Bishop City Hall, December 4th 2014

16 participants

How does the RTP relate to the City and County circulation elements? It's a programming tool, but does not set policy. RTP must be consistent with adopted documents.

What are the scoring criteria for ATP? Draft guidelines were reviewed

How detailed do the plan elements get? We will identify general locations and strategies, but not engineering details such as level of pedestrian crossing improvement.

Is a RTP long range or short range?

Need a bypass

Need better shoulder along Line Street, and better maintenance. Puncture vines. Dogs are a problem for cyclists. Rumble strip would help

Need better continuity of sidewalks, like on Pine, Grove, Elm (school kids) W. Pine Street does not have sidewalks on both sides, and it needs it.

Public transit system has problems getting wheelchair users. Sidewalks would help.

Signal going in at Dixon Lane/395, but area to the north of 395 (Dixon Lane/Meadow Creek) is the biggest SR2S problem. City has been working on it.

Main Street in downtown is very dangerous for cyclists. Alternative route is Elm to Fowler on the west side of town.

Bicycle facilities need to be more visible. Bishop is small why not bike. Visitors may not be aware of bike paths.

Education about bike facilities.

Incredible opportunity to connect existing paths into a full network.

Need for bike racks.

Sidewalk connectivity in Lone Pine, especially across from the Post Office

SR2S in Big Pine is an issue.

Kids are walking in bike lanes in Manor Market area on Line Street– sidewalks would reduce conflicts with cyclists.

Bishop Paiute Tribe - New bike trail from Cultural Center to the Hospital

Yaney and Home are important bicycling street. Potentially dangerous for pedestrians.

Skateboarding prohibited on Main Street – need for alternate routes for this popular travel mode.

Eastern Sierra Velo Club (350 members) needs – Round Valley Road impacted by chip sealing. Need better way to contact Caltrans maintenance to clean up debris on shoulders. They are willing to take the lead on educational program. Expansion joints are difficult, as are cattle guards

Class I paths in Bishop need to be resurfaced or expansion joints fixed (Sierra Street Bike Path). South Barlow path could also use improvements.

Maintenance of bicycle paths.

There can be 50 – 75 cyclists on a weekend in the greater Bishop area.

Pleasant Valley Road (LA DWP) if paved would complete a 30-mile great loop. There are other opportunities. Bridge on NE side of town would

Lower Owens River recreation plan (inyowater.org recreation use plan) is a long facility that serves a 78,000 acre area. Recreational opportunities: fishing, MTB

Sharrows on W. Line Street. Make it more visible.

Extend Sierra Street bike path

Velo Club can take lead for bicycle education. Create partnerships to provide helmets for disadvantaged children and bike inspections. CHP make do this.

Lack of connectivity on streets other than US 395, Bishop area access and circulation study.

Not much connectivity between communities and trailheads

Environmental Justice – Get more disadvantaged kids to trails

Forest Service – Whitney Portal and other major trailheads can park out

Better signage, restrooms for Lower Owens River Project

Main St. in Bishop – Crosswalks don't stand out, too many signs, pavement treatments would be helpful

Many deadend streets in Bishop, so US 395 is used for local travel. Could reduce traffic on Main Street if sidestreets could be used as alternatives.

Look at Bishop Area Access Plan.

Timing of signals on Line Street could be more pedestrian friendly.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for _____ | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

For Clerk's Use Only: AGENDA NUMBER
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Selection of an Active Transportation Program Project in Response to a Call for Projects

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit an application for the top ranked project(s).
2. Authorize the Public Works Department and County Counsel's office to enter any agreements necessary to implement the proposed project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Caltrans released a call for ATP projects on March 26th. The applications are required to be submitted to the Caltrans headquarters in Sacramento by June 1, 2015. The projects will compete statewide for funds under the Active Transportation Program.

The project selection criteria are explained in the following pages. The scoring criteria emphasizes scores pedestrian and bicycle projects most highly. Projects that have the potential to increase non-motorized trips and increase safety score most highly. Projects that also benefit "disadvantaged communities" receive additional points. ATP project applicants are required to pay an 11.47% match. The fund match can be waived if the project meets the criteria for benefitting a "disadvantaged community." The project components are required to be completed in FY 2016-2017, FY 2017-2018, and FY 2018-2019. With the federal requirements to complete each project component, this is an aggressive schedule so the County is advised to pick a relatively simple project.

The "disadvantaged community" definition can be either for a school district or for a census tract has a Median Household Income that is less than 80% of the State average. Based on these factors, staff recommends selecting a bicycle or pedestrian project that benefits a "disadvantaged community" and will benefit as many people as possible.

State Highway or County Roads

The County is an eligible applicant though Caltrans is not. The County could choose to partner with Caltrans to complete a facility on the State Highway. During the last call for projects, Caltrans partnered with the County and submitted two grant applications, the South Lone Pine sidewalk project on the east side of US 395 from Inyo Street to Teya Road and a Meadowfarms Sidewalk project on the north side of North Sierra Highway from Cherry Lane to Matlick Lane. The County submitted a Town to Tract grant application proposing bicycle lanes between the north end of the Rolling Green / Knight Manor subdivision and connecting to N. Main Street in Big Pine. All three of the projects were unsuccessful. Caltrans has tentatively been able to fund the Meadowfarms

sidewalk funds using State Highway Operation and Protection Program (SHOP) funds. At last week’s Board meeting, staff proposed to hire a transportation planning consultant to complete the ATP application. The applications are time-consuming and technical to complete. In general, the County usually seeks to apply for improvements on County roadways. It would be unusual to apply for a project on the State Highway system, though this is possible.

The Public Works Department is looking to complete a Pedestrian Facility plan and that would help in identifying potential pedestrian projects. At this point, it appears that bicycle lane projects are the most feasible for the County. Potential projects are listed below. In staff’s opinion, the Town to Tract project is the project that best addresses the selection criteria among the potential projects on County roads.

Inyo County ATP Project Priority List		
Rank	Project Name and Location	Discussion
1	Town to Tract Bicycle Lanes (On Reynolds and County Roads from Myrtle Lane to US 395 – 1.7 miles)	In Disadvantaged Community based on school; clear commute nexus between Rolling Green/Knight Manor and Big Pine, appears to be sufficient right of way, ranked as High Priority in the Inyo County Collaborative Bikeways Plan
2	South Lone Pine Sidewalk project	The entire community of Lone Pine is considered to be a disadvantaged community. This would provide a link to the Lone Pine Paiute Shoshone Reservation and would extend the walkability of downtown Lone Pine. County usually applies for projects on County roads. Caltrans has indicated their staffing levels too low to submit this application. County staff or consultant would need to prepare application.
3	Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane)	Links future bicycle facility on Sunland with bicycle facility on South Barlow. This would be a good project and would be a helpful link between bicycle facilities. However, the project is not in a disadvantaged community and matching funds would need to be identified.
4	Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road)	Disadvantaged Community so no match is required, links to existing facility on Tecopa Hot Springs Road, commute link – but small population base
5	Horseshoe Meadows Road (2.1 miles from Sunset Road to Whitney Portal Road)	Links Alabama Hills Subdivision with Whitney Portal Road Federal Lands Access Program, in Disadvantaged community based on zip code.
6	Red Hill Road	Links future bicycle facility on Ed Powers Road with bicycle facility on State Route 168. This would be a key project to help bicyclists west of Bishop, however the commute link is not strong. Since the project is not in a disadvantaged community and matching funds would need to be identified. Potentially expensive earthwork required.
7	Sawmill Road Bicycle Lanes (1.7 miles from Ed Powers Road west to US 395)	Potential recreation facility. Likely will not score well. Not in disadvantaged community

Program Overview

The Active Transportation Program (ATP) was created by [Senate Bill 99 \(Chapter 359, Statutes of 2013\)](#) and [Assembly Bill 101 \(Chapter 354, Statutes of 2013\)](#) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs, including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program to:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,

- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits (25% of program), and
- Provide a broad spectrum of projects to benefit many types of active transportation users. Program funding is segregated into three components and is distributed as follows:
 - 50% to the state for a statewide competitive program,
 - 10% to small urban and rural regions with populations of 200,000 or less for the small urban and rural area competitive program, and
 - 40% to Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000 for the large urbanized area competitive program.

ATP Scoring Criteria

Proposed projects will be scored and ranked on the basis of applicant responses to the below criteria. Project programming recommendations may not be based strictly on the rating criteria given the various components of the Active Transportation Program and requirements of the various fund sources.

- Potential for increased walking and bicycling, especially among students, including the identification of walking and bicycling routes to and from schools, transit facilities, community centers, employment centers, and other destinations; and including increasing and improving connectivity and mobility of non-motorized users. (0 to 30 points)
- Potential for reducing the number and/or rate of pedestrian and bicyclist fatalities and injuries, including the identification of safety hazards for pedestrians and bicyclists. (0 to 25 points)
- Public participation and Planning. (0 to 15 points)

Identification of the community-based public participation process that culminated in the project proposal, which may include noticed meetings and consultation with local stakeholders. Project applicants must clearly articulate how the local participation process (including the participation of disadvantaged community stakeholders) resulted in the identification and prioritization of the proposed project.

For projects costing \$1 million or more, an emphasis will be placed on projects that are prioritized in an adopted city or county bicycle transportation plan, pursuant to Section 891.2, pedestrian plan, safe routes to school plan, active transportation plan, trail plan, or circulation element of a general plan that incorporated elements of an active transportation plan. In future funding cycles, the Commission expects to make consistency with an approved active transportation plan a requirement for large projects.

- Improved public health through the targeting of populations with high risk factors for obesity, physical inactivity, asthma or other health issues, with a description of the intended health benefits of the proposed project. (0 to 10 points)
- Benefit to disadvantaged communities. (0 to 10 points)

Applicants must follow the California Transportation Commission 2015 ATP Guidelines and:

- Demonstrate how the project connects the disadvantaged community(ies) to commonly identified resources or amenities such as medical facilities, employers, parks, community centers and grocery stores.
- Provide a map that delineates the specific disadvantaged census tract(s) or school(s) that will benefit from the project in relationship to the project site.
- Cost-effectiveness. (0 to 5 points)

Applicants must:

- Discuss the relative costs and benefits of the range of alternatives considered.
- Quantify the safety and mobility benefit in relationship to both the total project cost and the funds provided.

- Leveraging of non-ATP funds on the ATP project scope proposed. (0 to 5 points)
- Use of the California Conservation Corps or a qualified community conservation corps, as defined in Section 14507.5 of the Public Resources Code, as partners to undertake or construct applicable projects in accordance with Section 1524 of Public Law 112-141. Points will be deducted if an applicant does not seek corps participation or if an applicant intends not to utilize a corps in a project in which the corps can participate. (0 or to -5 points)

The competitive nature of the ATP program has made this program problematic for Inyo County. The Transportation Enhancement program was much more user-friendly for Inyo County.

ALTERNATIVES:

- 1) The Board could an alternate project or identify a new project. It is recommended to keep in mind the selection criteria in identifying new projects. It is also recommended that proposed projects not require the acquisition of additional right of way as this might make implementation of the project infeasible during the required program years.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to provide additional information. This is not recommended as the consultant need direction as to which project to apply for to be able to submit a competitive application in a timely manner.

OTHER AGENCY INVOLVEMENT:

1. Caltrans, the California Transportation Commission, and the Federal Highway Administration have the discretion to select and to fund a variety of different types of ATP projects.
2. In the event of a successful grant application, Caltrans would reimburse the County for work performed on the project.

FINANCING:

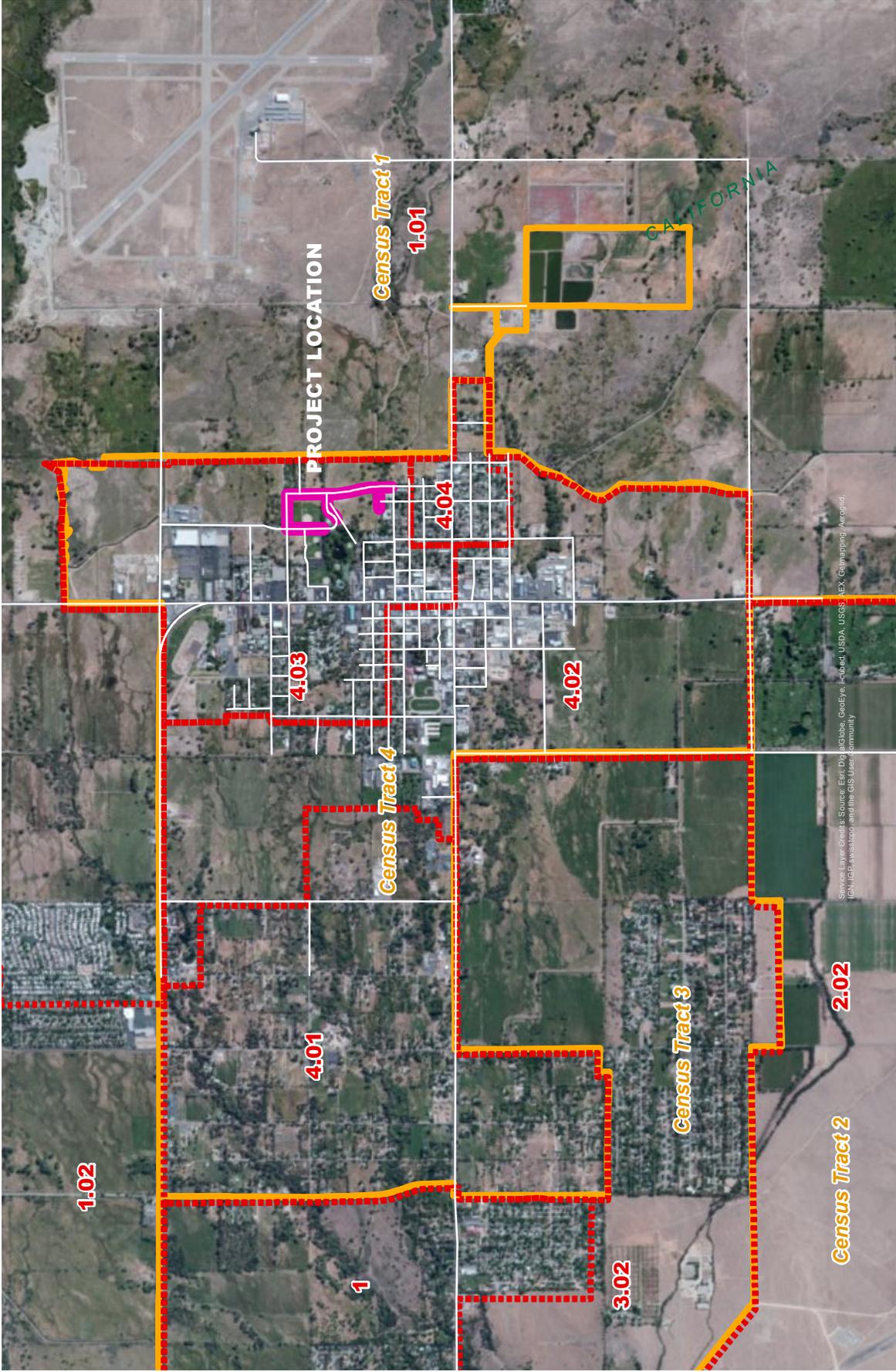
Time to complete this staff report is funded by the LTC Overall Work Program. No other budget related actions are required. Given that the proposed County project is in an area considered to be a disadvantaged community, no matching funds will be required. If funding is programmed for a new project, the funding for it will be incorporated in an upcoming budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>04/23/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

 Date: 5/1/13



Attachment I-5
 Census Tract and Block
 Group Boundaries



Census Tract Boundary
 Census Block Group Boundary



Attachment I-8

genevieve@lsctahoe.com

From: Ed Jones <ed.jones@cset.org>
Sent: Tuesday, May 19, 2015 3:40 PM
To: Active Transportation Program
Cc: Mary Escarsega-Fechner; genevieve@lsctahoe.com
Subject: Re: ATP project for City of Bishop

We're sorry to inform you that due to the distance from our location to yours we are unable to take part in the ATP project you are applying for.

Please do not hesitate to call me should you have any questions.

Sincerely,

Ed Jones,
Community Services Employment Training
Strengthening Youth, Families and Communities since 1976
Office: 559.732.4194 Ext 634
Fax: 559.627.1674

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you!

On Fri, May 15, 2015 at 4:30 PM, Active Transportation Program <inquiry@atpcommunitycorps.org> wrote:
Good afternoon,

Please see the attached request below to partner on an ATP project. Please let me know by May 20th if you think the SCC is able to partner.

Thank you

Monica

----- Forwarded message -----
From: <genevieve@lsctahoe.com>
Date: Thu, May 14, 2015 at 2:48 PM
Subject: ATP project for City of Bishop

To: atp@ccc.ca.gov, inquiry@atpcommunitycorps.org

Danielle and Wei –

The City of Bishop, located in Inyo County, is preparing an Active Transportation Program Grant for the Spruce, Hanby, Yaney sidewalks project (project map attached).

The project will include about 630ft of sidewalk on each side of Spruce from South Fork of Bishop Creek to East Yaney Street. About 500 feet of sidewalk along the south side of Spruce Street from South Fork of Bishop Creek to Hanby Avenue. About 620 feet of sidewalk along the south side of East Yaney Street from Spruce Street to Hanby Avenue. About 1900 feet of sidewalk along the west side of Hanby Avenue from the west leg of East Yaney Street to East Pine Street. The sidewalk will be roughly 10 feet wide on Spruce Street from South Fork of Bishop Creek to East Yaney Street and 5 feet wide with 5 foot planter strip elsewhere. The purpose of the project is to provide a complete and safe pedestrian facility between the neighborhoods in southeast Bishop, the City Park, and services in north Bishop.

This project is in the early phases so completion of design is anticipated in FY 2016/17 with environmental in FY 2017/18 and construction in FY 2018/19. Total project cost is estimated at \$1 million.

We would like to know if your agencies are willing to partner on construction of the project.

Let me know if you have any questions.

Thank you,

Genevieve Evans, AACP

Planner



LSC Transportation Consultants, Inc.

PO Box 5875

2690 Lake Forest Road, Suite C

Tahoe City, California 96145

[530-583-4053](tel:530-583-4053)

genevieve@lsctahoe.com

www.lsctrans.com

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Monica Davalos | Legislative Policy Intern
Active Transportation Program
California Association of Local Conservation Corps
1121 L Street, Suite 400
Sacramento, CA 95814
[916.426.9170](tel:916.426.9170) | inquiry@atpcommunitycorps.org

genevieve@lsctahoe.com

From: Active Transportation Program <inquiry@atpcommunitycorps.org>
Sent: Tuesday, May 19, 2015 4:37 PM
To: genevieve@lsctahoe.com
Cc: atp@ccc.ca.gov
Subject: Re: ATP project for City of Bishop

Hi,

Thank you for reaching out to the local conservation corps. Unfortunately, we are not able to participate in these projects. Please include this email with your application as proof that you reached out to the Local Corps.

Thank you

Monica

On Thu, May 14, 2015 at 2:48 PM, <genevieve@lsctahoe.com> wrote:

Danielle and Wei –

The City of Bishop, located in Inyo County, is preparing an Active Transportation Program Grant for the Spruce, Hanby, Yaney sidewalks project (project map attached).

The project will include about 630ft of sidewalk on each side of Spruce from South Fork of Bishop Creek to East Yaney Street. About 500 feet of sidewalk along the south side of Spruce Street from South Fork of Bishop Creek to Hanby Avenue. About 620 feet of sidewalk along the south side of East Yaney Street from Spruce Street to Hanby Avenue. About 1900 feet of sidewalk along the west side of Hanby Avenue from the west leg of East Yaney Street to East Pine Street. The sidewalk will be roughly 10 feet wide on Spruce Street from South Fork of Bishop Creek to East Yaney Street and 5 feet wide with 5 foot planter strip elsewhere. The purpose of the project is to provide a complete and safe pedestrian facility between the neighborhoods in southeast Bishop, the City Park, and services in north Bishop.

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We would like to know if your agencies are willing to partner on construction of the project.

Let me know if you have any questions.

Thank you,

Genevieve Evans, AACP

Planner



LSC Transportation Consultants, Inc.

PO Box 5875

2690 Lake Forest Road, Suite C

Tahoe City, California 96145

[530-583-4053](tel:530-583-4053)

genevieve@lsctahoe.com

www.lsctrans.com

--

Monica Davalos | Legislative Policy Intern
Active Transportation Program
California Association of Local Conservation Corps
1121 L Street, Suite 400
Sacramento, CA 95814
[916.426.9170](tel:916.426.9170) | inquiry@atpcommunitycorps.org

genevieve@lsctahoe.com

From: Hsieh, Wei@CCC <Wei.Hsieh@CCC.CA.GOV> on behalf of ATP@CCC <ATP@CCC.CA.GOV>
Sent: Tuesday, May 19, 2015 2:07 PM
To: genevieve@lsctahoe.com; inquiry@atpcommunitycorps.org
Cc: ATP@CCC; Hsieh, Wei@CCC; Schmier, Scot@CCC; Joanis, Brandon@CCC
Subject: RE: ATP project for City of Bishop

Hi Genevieve,

Scot Schmier, the Center Director at our CCC Inland location has responded to the partnership for your project. The CCC can Inland Center can potentially install the landscape and irrigation system on the 5 foot planter strip adjacent to the sidewalk.

Please include this email with your application as proof that you reached out to the CCC. Feel free to contact Scot Schmier directly Scot.Schmier@ccc.ca.gov if your project receives funding.

Thank you,

Wei Hsieh, Manager
Programs & Operations Division
California Conservation Corps
1719 24th Street
Sacramento, CA 95816
(916) 341-3154
Wei.Hsieh@ccc.ca.gov

From: genevieve@lsctahoe.com [<mailto:genevieve@lsctahoe.com>]
Sent: Thursday, May 14, 2015 2:48 PM
To: ATP@CCC; inquiry@atpcommunitycorps.org
Subject: ATP project for City of Bishop

Danielle and Wei –

The City of Bishop, located in Inyo County, is preparing an Active Transportation Program Grant for the Spruce, Hanby, Yaney sidewalks project (project map attached).

The project will include about 630ft of sidewalk on each side of Spruce from South Fork of Bishop Creek to East Yaney Street. About 500 feet of sidewalk along the south side of Spruce Street from South Fork of Bishop Creek to Hanby Avenue. About 620 feet of sidewalk along the south side of East Yaney Street from Spruce Street to Hanby Avenue. About 1900 feet of sidewalk along the west side of Hanby Avenue from the west leg of East Yaney Street to East Pine Street. The sidewalk will be roughly 10 feet wide on Spruce Street from South Fork of Bishop Creek to East Yaney Street and 5 feet wide with 5 foot planter strip elsewhere. The purpose of the project is to provide a complete and safe pedestrian facility between the neighborhoods in southeast Bishop, the City Park, and services in north Bishop.

This project is in the early phases so completion of design is anticipated in FY 2016/17 with environmental in FY 2017/18 and construction in FY 2018/19. Total project cost is estimated at \$1 million.

We would like to know if your agencies are willing to partner on construction of the project.

Let me know if you have any questions.

Thank you,

Genevieve Evans, AICP
Planner



LSC Transportation Consultants, Inc.

PO Box 5875
2690 Lake Forest Road, Suite C
Tahoe City, California 96145
530-583-4053
genevieve@lsctahoe.com
www.lsctrans.com

Attachment J



INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001



Clint Quilter
Executive Director

May 29, 2015

Caltrans Division of Local Assistance, MS 1
Attn: Office of Active Transportation Program & Special Programs
P.O. Box 942874
Sacramento, CA 94274-0001

Subject: Letter in Support of City of Bishop Spruce Yaney Hanby Sidewalk & Bicycle Lanes Active Transportation Program (ATP) grant application

To whom it may concern:

The Inyo County Local Transportation Commission (ICLTC) supports the City of Bishop's ATP application for pedestrian and bicycle improvements on Spruce Street, Yaney Street, and Hanby Avenue in the City of Bishop. The Spruce Yaney Hanby pedestrian and bicycle improvements align with the goals and objectives set forth in the ICLTC Regional Transportation Plan, the Inyo County Collaborative Bikeways Plan, and the administrative draft Inyo County Active Transportation Program Plan.

Appendix 4I of the ICLTC Regional Transportation Plan and Table 23 of the draft Active Transportation Program Plan both include the Spruce Yaney Hanby project as a short term priority project. Further, Table 5A of the Collaborative Bikeways Plan includes the Spruce Yaney Hanby Sidewalk as a "High priority" project.

The ICLTC Regional Transportation Plan includes the following nonmotorized related goals, policies, and objectives.

Goal 5: Encourage and Promote Greater Use of Nonmotorized Means of Personal Transportation in the Region

Objective 5.1: Encourage Development of Nonmotorized Facilities. Encourage the development of non-motorized facilities that will be convenient to use, easy to access, continuous, safe, and integrated into a multimodal transportation network. The facilities should serve as many segments of the population, both resident and tourist, as possible.

Policy 5.1.1: Consider the Non-motorized Mode in Planning. Consider the nonmotorized mode as an alternative in the transportation planning process.

Policy 5.1.2: Bikeway System in the Region. Plan for and provide a continuous and easily accessible bikeway system within the region.

Objective 5.2: Include Bicycle Facilities on Streets and Highways. Encourage the modification of streets and highways to include bicycle facilities.

Policy 5.2.1: Multi-Modal Use of Road and Highway System. Support plans that propose multimodal use of the highway system.

Policy 5.2.2: Minimize Cyclist/Motorist Conflicts. Develop a regional bicycle system that will minimize cyclist/motorist conflicts. This may include bicycle and pedestrian-related ITS applications.

The proposed City of Bishop project furthers each of the above stated goals, policies, and objectives. For these reasons, the ICLTC is in complete support of the City of Bishop Spruce Yaney Hanby Sidewalks Active Transportation Program grant application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clint Quilter", with a long horizontal flourish extending to the right.

Clint Quilter, Executive Director
Inyo County Local Transportation Commission



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
760-872-8211 Fax: 760-872-6109

May 26th, 2015

To Whom It May Concern,

Great Basin Unified Air Pollution Control District supports the Spruce, Yaney and Hanby Sidewalks Project to improve active transportation within the city of Bishop. Funding this project through the Active Transportation Program will fill in important gaps in the pedestrian and bicycle system in the city. A safe and connected active transportation network will increase the number of walking and biking trips while reducing vehicular trips.

Great Basin Unified Air Pollution Control District encourages and supports active transportation as a way to reduce vehicle emissions, improve air quality and help reach climate change goals for California. The Spruce, Yaney and Hanby Sidewalks Project will add critical infrastructure to support these goals while helping create a safe, healthy and connected community.

Sincerely,

Phillip L. Kiddoo

Air Pollution Control Officer

Ann Piersall

Air Monitoring Technician and Active Transportation Liaison

TOIYABE INDIAN HEALTH PROJECT, INC.
PAIUTE PROFESSIONAL CENTER
52 TU SU LANE
BISHOP, CALIFORNIA 93514

May 21, 2015

Dear Mr. Grah:

The Toiyabe Indian Health Project Community Wellness Program is writing to express our strong support for the City of Bishop (City) and the Inyo County Local Transportation Commission (ICLTC) as they apply for funding to support the "Spruce, Hanby, and Yaney Sidewalk/Bike Lane Project."

The Community Wellness Program promotes healthy eating and active living through a variety of public health outreach strategies, including advocating for: more active transportation opportunities, policies that allow all residents safe access to community spaces, increased linkages between existing paths, increased park access, and increased active transportation opportunities for ethnic minority, low-income, underserved community members.

The Community Wellness Program has leveraged grant funding it has received through CDC's Racial and Ethnic Approaches to Health (REACH) and Partnerships to Improve Community (PICH) Health to collaborate with the City on past projects. In 2012, we partnered to install a collection of outdoor exercise equipment in the area of the park directly adjacent to the Yaney and Hanby sidewalks. Additionally, we are currently providing funding for an on-going project to improve the baseball/softball fields in park. We believe that improving walking and biking access to the park will encourage more people to use the new fields, an outcome that is mutually beneficial to the City and the Community Wellness Program.

We look forward to a strong continuing partnership with the City and enthusiastically supports its efforts to request funding for the "Spruce, Hanby, and Yaney Sidewalk/Bike Lane Project." The project will provide a much-needed improvement that has the potential for far-reaching impact on active transportation and community health.

Sincerely,



Kate Morley, MSc

Community Wellness Program Manager

FT. INDEPENDENCE INDIAN RESERVATION
INDEPENDENCE, CA

BIG PINE PAIUTE TRIBE OF
THE OWENS VALLEY
BIG PINE, CA

LONE PINE
PAIUTE-SHOSHONE RESERVATION
LONE PINE, CA

ANTELOPE VALLEY INDIAN COMMUNITY
COLEVILLE PAIUTE TRIBE
COLEVILLE, CA

BISHOP PAIUTE RESERVATION
BISHOP, CA

KUTZAD KA* PAIUTE TRIBE
LEE VINING, CA

TIMBISHA SHOSHONE TRIBE
DEATH VALLEY, CA

LITLU LITLU GWAITU PAIUTE TRIBE
BENTON, CA

BRIDGEPORT INDIAN RESERVATION
BRIDGEPORT, CA



BISHOP POLICE DEPARTMENT

207 W. Line St.
Bishop, CA 93514
760-873-5866

Chris Carter, Chief of Police

To Whom it May Concern;

The Police Department of the City of Bishop supports funding of the Spruce, Yaney, Hanby Sidewalks project with Active Transportation Program funds. This project will fill in important gaps in the pedestrian and bicycle system in the city. Filling in these gaps will promote the safety of pedestrians and bicyclists and should promote increased pedestrian and bicycle use in the city.

Should you have any further questions or need to speak to me directly, please do not hesitate to contact me at the number listed above.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Carter", written in a cursive style.

Chief C. Carter

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention



Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266
Or
163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

May 29, 2015

To Whom It May Concern:

On behalf of Inyo County Health & Human Services, I would like to lend my support to the City of Bishop Public Works Department's Active Transportation Program application. Our organization is committed to improving the health of our community, and the City of Bishop has been a strong partner in our efforts.

We understand that the state's Active Transportation Program is intended to promote public health and safety by encouraging active forms of transportation. We are confident that the City of Bishop's application takes into consideration the needs of our community, especially the needs of the disadvantaged populations that our organization serves.

Inyo County Health & Human Services supports funding of the Spruce, Yaney, Hanby Sidewalks project with Active Transportation Program funds. This project will fill in important gaps in the pedestrian and bicycle system in the city and provide a useful fitness walking and bike loop in the Bishop City Park. Through our Public Health and Prevention programs, our organization advocates for public health, and providing more opportunities for walking and biking for fitness, especially for the less affluent part of the community. Through our Aging services, we advocate for healthy aging with the enhancement of walking and fitness opportunities for our older adults. Sidewalk projects like those proposed by the City of Bishop would be a great contribution to all ages of residents in the community.

Sincerely,

A handwritten signature in blue ink that reads "Jean Turner".

Jean Turner, HHS Director

cc: Anna Scott,
HHS Deputy Director- Public Health & Prevention

Attachment K

Attachment K – 1

Regional Transportation Plan Project List



**INYO COUNTY
REGIONAL TRANSPORTATION PLAN
Adopted April 22, 2009**

Prepared For:

Inyo County
Local Transportation Commission

Prepared by:

Fehr & Peers

Attachment K – 2

Pages from Draft Active Transportation Plan 2015

INYO COUNTY

2015 Active Transportation Plan Program

DRAFT

Prepared for the:

Inyo County Transportation Commission
168 N. Edwards Street
Independence, CA 93526

Prepared by:

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, California 96145
530 - 583-4053

LSC Ref. 147440

- ◆ North Barlow Lane and Saniger Lane runs 0.9 miles from US 395 north to Juniper Street.
- ◆ SR 168 - 2.8 miles between Home Street and Red Hill Road.
- ◆ US 395 – 2.7 miles between Elm Street (southbound), City Park (northbound) and Brockman Lane.

All these facilities provide access for children to reach the schools. However, there is a gap in the network where the Sierra St. bike path ends as well as between the Bishop Paiute Reservation and the schools.

Wilkerson

- ◆ Class II or III facility follows Gerkin Road between Sunland Drive and Sierra Bonita Street

Death Valley

- ◆ Class I facility - 1.3 miles along SR 190 from the Furnace Creek Visitor Center to Harmony Borax Works

Tecopa

- ◆ Class II or III – Tecopa Hot Springs Road (2.7 miles) from Old Spanish Trail Highway to Tecopa Hot Springs Resort

Inyo County also includes hundreds of miles of striped shoulder that are legal for bicycle use but not designated bicycle routes or lanes.

Estimated Bicycle Trips

Existing

Throughout the US, the number of bicycle trips made for any purpose is significantly lower than the number of trips made by auto. As such, there is significantly less data available or surveys conducted pertaining to biking or walking trips. The US Census provides information regarding mode split for work trips but it does not provide information on children’s travel mode to school or every day trips. The Caltrans California Household Travel Survey provides information on the number of total daily trips and travel mode share; however, this is likely weighted heavier for urban areas. As reiterated throughout this document, bicycle and pedestrian travel is more difficult in rural areas due to long distance trips and the lack of safe facilities.

Several data sources were considered in this document to estimate existing bicycle trips in Inyo County. Table ** presents bicycle and pedestrian trips for work purposes obtained from the American Community Survey. The table presents active transportation trips for Inyo County as a whole as well as Inyo County Census Designated Places and Native American Reservations. In total, it is estimated that roughly 170,400 bicycle trips are made annually in Inyo County for commute purposes.

Anecdotal evidence from Inyo County school districts suggest that anywhere from 0 to 25 percent of students walk or bike to school in at least one direction. Applying the average bicycle/walk mode share to the number of students enrolled in Inyo County schools equates to roughly 110,830 non-auto trips to school. As shown in Table **, a total of 579,430 non-auto trips are made in Inyo County for work/school purposes.

The California Household Travel Survey (June 2013) provides an estimate for the number of daily trips for **all** trip purposes. Survey data indicates that roughly 8.3 trips per household or 3.6 trips per person are made on an average day. In Inyo County this equates to around 24 million trips annually. After applying

bicycle mode split from Census data (4.0 percent), it is estimated that roughly 966,700 trips are made by bicycle in Inyo County annually.

Bicycle Trips Resulting from Plan Implementation

Multiple studies have shown that an increase in bicycle facilities leads to an increase in the number of bicycle trips. The City of Denver is one documented example. According to the City's Bicycle Advisory Committee, bicycle commute mode share increased from 1.6 percent in 2007 to 2.9 percent in 2012 (an 81 percent increase). During the same period the number of bicycle lane miles in Denver increased by 100 percent from 60 to 120 miles. The Minnesota Department of Transportation conducted a study in 2008 regarding the *Impact of Bicycling Facilities on Commute Mode Share*. Bicycle commute rates and construction of new facilities between 1990 and 2000 were reviewed in the cities of Chicago, Colorado Springs, Madison, Orlando, Austin, and Salt Lake City. The study found that the level of increase in bicycle commute rates depended highly on the level of connectivity between facilities, the proximity to downtown employment hubs, and the level of promotion of the new facilities. For example, bicycle commute mode share rates in Austin, TX increased from 0.87 to 1.19 percent (118 percent) in areas close to the new facilities and decreased from 0.31 to 0.14 percent in areas farther from the new facilities (the control group). Whereas, in Orlando bicycle commute mode share actually decreased from 0.66 to 0.46 percent (30 percent decrease). Austin's bicycling facilities area concentrated around the central business district whereas there is little connectivity in Orlando. In Orlando, facilities tend to be built in middle to high income neighborhoods while the need for facilities is in low income neighborhoods. In summary, bicycle mode share rates in many of the areas studied in this report increased by more than 100 percent between 1990 and 2000.

Although Inyo County is not urban, some of the Inyo County communities are relatively centralized but lack connectivity. Inyo County as a whole has a relatively high bike commute mode split of 4.0 percent. This is much higher than the bike commute mode split for the State of California of 1.1 percent. Currently, the Inyo County region has roughly 2.4 miles of Class I bicycle facilities and 11.2 miles of Class II/III facilities. All the bicycle facility projects listed in this plan and the Collaborative Bikeways plan will increase the mileage of Class I facilities by 196 percent to 7.1 miles and Class II/III facilities by 2,988 percent to 345.8 miles. With proper connectivity and promotion as proposed in this plan, it can be assumed that bicycle commute mode share will increase significantly as a result of ATP bicycle improvement projects. A conservative estimate would be that the bicycle mode share in Inyo County will increase by 50 percent as a result of plan implementation. This mode share increase estimate is less than what was seen in Denver and Austin but greater than Orlando. In order to see this level of increase in bicycle travel mode share, the region must actively promote and market the new facilities. Applying the bicycle mode share increase to the existing 4 percent bicycle mode split results in a new bicycle mode split of 6 percent. This would equate to an increase of 85,200 bicycle trips for annually. Many of the ATP projects are focused on providing safe facilities for school children. If these projects are implemented it is likely that the bike/walk mode to school will increase as well. As the school districts were only able to provide an estimate of the number of "active" trips (bike or walking), forecasts for the increase in bicycle trips to school are combined with pedestrian trips in the next section.

Bicycle Collisions

Figure ** displays bicycle and pedestrian accidents involving automobiles in Inyo County (not including the Bishop area) between 2010 and 2013. More detailed statistics regarding accident location are displayed in Appendix **. Two bicycle/auto accidents with severe injuries occurred at Death Valley Junction (SR 127/SR 190). Other accidents in Death Valley National Park occurred along Badwater Road and Dantes View Road. In the western portion of the county, a bicycle/auto accident and bicycle solo

Estimated Pedestrian Trips

Existing

As indicated in the bicycle element, there are minimal data sources available for estimating travel mode split in rural areas such as Inyo County. Several data sources were considered in this document to estimate existing pedestrian trips in Inyo County. Table ** presents bicycle and pedestrian trips for work purposes obtained from the American Community Survey. The table presents active transportation trips for Inyo County as a whole as well as Inyo County Census Designated Places and Native American Reservations. In total, it is estimated that roughly 298,200 pedestrian trips are made annually in Inyo County for commute purposes. Inyo County pedestrian commute mode split of 7.0 percent is significantly higher than the statewide average of 2.4 percent. Although Inyo County's communities are great distances apart, they are each relatively small, allowing for the possibility of walking to work/school or other activities.

Anecdotal evidence from Inyo County school districts suggest that anywhere from 0 to 25 percent of students walk or bike to school in at least one direction. Applying the average bicycle/walk mode share to the number of students enrolled in Inyo County schools equates to roughly 110,830 non-auto trips to school. As shown in Table **, a total of 579,430 non-auto trips are made in Inyo County for work/school purposes.

The California Household Travel Survey (June 2013) provides an estimate for the number of daily trips for **all** trip purposes. Survey data indicates that roughly 8.3 trips per household or 3.6 trips per person are made on an average day. In Inyo County this equates to around 24 million trips annually. After applying bicycle mode split from Census data (7.0 percent), it is estimated that roughly 1.7 million walking trips are made in Inyo County annually for all purposes.

Walking Trips Resulting from Plan Implementation

The Federal Highway Administration (FHWA) conducted a Non-Motorized Transportation Pilot Program (NTPP). The purpose of the project was to analyze and evaluate the impacts of non-motorized investments on travel behavior. Four study areas were evaluated: Columbia, Marin County, Minneapolis Area, and Sheboygan County. For the study, bicycle and pedestrian counts were taken at the same locations every year from 2007 – 2013 as non-motorized improvements were implemented. The results showed that for all four study areas pedestrian and bicycle counts increased by 19 and 62 percent, respectively over the 7 year period. These increases equate to 3.7 and 10.5 percent average annual growth rates for walking and bicycling, respectively. Of the study areas, Sheboygan County, WI is the most rural of the study areas and therefore the most similar to Inyo County. In Sheboygan County, walking trips increased by 85 percent during the study period while bicycling decreased by 1 percent. Some of this disparity can be attributed to construction of pedestrian projects first, heavy construction activities inhibited non-motorized travel, and the county opted to not market the new facilities until they were completed after 2013.

Given the high level of increase in walking seen in Sheboygan County and the proximity of services to residential areas in Inyo County communities, a conservative estimate for the increase in walking trips resulting from the implementation of the ATP projects listed in this plan, is 15 percent (slightly less than the average of the four study areas). Applying the 15 percent to the 298,200 estimated annual commute walk trips results in a total of 342,930 walk trips after the implementation of the plan. This equates to an increase of 44,730 walk trips. After applying the 15 percent increase to total active transportation trips for school purposes results in an increase of 90,488 walk/bike trips to school each year. It is estimated that roughly half of these trips or 45,000 would be made on foot.

Pedestrian Accidents

Figure ** displays pedestrian accidents involving automobiles in Inyo County (not including the Bishop area) between 2010 and 2013. More detailed statistics regarding accident location are displayed in Appendix **. Two pedestrian related accidents occurred on US 395 and one at the Onion Valley Campground outside Independence. In the Bishop area (Figure **), several pedestrian collisions occurred along the US 395 corridor in the incorporated city and three occurred on or near the Bishop Paiute Reservation.

Table ** demonstrates that a total of 13 pedestrian collisions were recorded by CHP between 2010 and 2013. Zero fatalities occurred but 31 percent resulted in severe injuries. On average 3.25 pedestrian collisions occurred in Inyo County each year. This plan sets forth the following pedestrian safety related goals:

TABLE 23: Inyo County Active Transportation Projects

Priority ⁽¹⁾	Location	Proposed Project Description	Total Cost (1,000s)	Funding Source	Performance Indicator	Purpose and Need	Corresponding Goal
County							
1	Big Pine	Town to Tract Class II/III Bicycle Lanes - 1.7 miles On Reynolds and County Roads from Myrtle Lane to US 395	NA	ATP	S, M/A	M	5
1	Bishop Area	Meadow Farms North Sidewalk (0.23 miles of sidewalk on the north side of US 395 or North Sierra Highway from Cherry Lane to the art store)	NA	ATP	S, M/A	M	5
1	Lone Pine	South Lone Pine Sidewalk (0.45 miles of sidewalk on one side of US 395 from end of sidewalk near LADWP to Teya Road)	NA	ATP	S, M/A	M	5
2	Bishop Area	Class II/III Bicycle Lanes Sawmill Road (1.7 miles from Ed Powers Road west to US 395)	NA	ATP	S, M/A	M	5
2	Bishop Area	Class II/III Bicycle Lanes Schober Lane (1.1 miles between Barlow Lane and Sunland Lane)	NA	ATP	S, M/A	M	5
2	Lone Pine	Class II/III Bicycle Lanes Horseshoe Meadows Road (2.1 miles from Sunset Road to Whitney Portal Road)	NA	ATP	S, M/A	M	5
2	Tecopa	Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road)	NA	ATP	S, M/A	M	5
City							
1	City of Bishop	Spruce Yaney Hanby Sidewalks - Along Spruce, west of Hanby, south side of Yaney at City Park	\$1,000	ATP	S, M/A	M	5
1	City of Bishop	Fowler Sidewalk - Provide continuous curb, gutter, sidewalk	\$980	ATP	S, M/A	M	5
1	City of Bishop	Academy Sidewalk - Provide continuous curb, gutter, sidewalk	\$400	ATP	S, M/A	M	5
1	City of Bishop	Bike Path Rehab - Reconstruct bike path between Sierra Street and North Sierra Highway	\$250	ATP	S, M/A	M	5
1	City of Bishop	Sierra Street Sidewalk- Construct sidewalk along at least the north side of Sierra between Main and Home	\$300	ATP	S, M/A	M	5
1	City of Bishop	Hanby Sidewalks - Curb, gutter, and sidewalk Line to Pine	\$500	ATP	S, M/A	M	5
2	City of Bishop	Diaz to School Class I Bike Path - Diaz Lane to elementary schools	\$1,000	ATP	S, M/A	M	5
2	City of Bishop	Sierra to School Path - Extend Class 1 bike path from Sierra Street to elementary schools	\$400	ATP	S, M/A	M	5
2	City of Bishop	Hobson to Coats Path - Class 1 bike path/pedestrian path from Hobson Street to Coats Street	\$450	ATP	S, M/A	M	5
2	City of Bishop	Home St. Connection - Class I path west of elementary schools to Home Street School campus	\$500	ATP	S, M/A	M	5
2	City of Bishop	North Fork of Bishop Creek - Improve path along North Fork Bishop Creek between Highway 6 and Bishop Creek Canal	\$50	ATP	S, M/A	M	5
2	City of Bishop	Bishop to Chalk Bluffs Path - Improve highway and water crossings Sierra Street to Chalk Bluffs Road along Bishop Canal	\$750	ATP	S, M/A	M	5
2	City of Bishop	Pine to Canal Path - Class 1 bike path from East Pine street to east side of Bishop Creek Canal	\$500	ATP	S, M/A	M	5
2	City of Bishop	Bishop to Laws Path - Improve water crossings Bishop to Laws on proposed rail alignment	\$1,000	ATP	S, M/A	M	5
Total Cost			\$8,080				

Source: ICLTC, City of Bishop

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 5 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

Attachment K – 3

Exhibit 22-F



*Small Town with a
Big Backyard!*

CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@ca-bishop.us
www.ca-bishop.us

To: ATP Manager
1120 N Street, MS 1
Sacramento, CA 95814

Date: 29 May 2015

Subject: Request for ATP State-Only Funding

The City of Bishop hereby requests Active Transportation Program (ATP) State-only funding for the following project:

Project Name:

Spruce Yaney Hanby Sidewalks

Project Description:

Design, environmental work, and construction of sidewalks, curb, and gutter, striping for Class II bicycle lane with possible landscaping along Spruce, Yaney and Hanby Streets between the neighborhoods of southeast Bishop and the Bishop City Park.

Justification:

- A. **Type of Work:** Infrastructure (IF)
- B. **Project cost:** \$1,158,000
- C. **Status of Project:** Proposed for funding
 - 1. **Beginning and Ending Dates of the Project:** 1 March 2015 / 30 June 2019
 - 2. **Environmental Clearance Status:** Not started
 - 3. **R/W Clearance Status (if currently R/W certified as #3, when will the certification be upgraded to a #1 or #2?):** Not started
 - 4. **Status of Construction:** Not started
 - a) **Proposed Advertising Date:** 1 July 2018
 - b) **Proposed Contract and Construction Award Dates:** 1 September 2018
- D. **Total Project Funding Plan by Fiscal Year (list all funding sources & anticipated fund usage by year include all phases):** See Programming Request
- E. **State specific reasons for requesting State-Only fund and why Federal funds should not be used on the project:** Project is small and additional cost and time to meet federal requirements would be large without commensurate benefits.

David Grah
Director of Public Works

**CITY OF BISHOP
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
WITH
[INSERT CONSULTANT’S NAME]**

1. PARTIES AND DATE

This AGREEMENT is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between the City of Bishop, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 377 West Line Street, Bishop, California, 93514 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to render such professional [INSERT TYPE] consulting services for the [INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE] project (“Project”), as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. SERVICES PROVIDED BY CONSULTANT

2.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional **[INSERT TYPE]** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit “A-I.”]

2.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

2.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

2.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

2.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. COMPENSATION AND BILLING

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" (the "Fee Schedule") attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT AMOUNT WRITTEN OUT]** (**[\$[INSERT NUMBER]**) without written approval of the City Council or City Representative as applicable. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached **[\$[INSERT AMOUNT]** (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable. Additional Services may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Additional Services. As used herein, "Additional Services" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without written authorization from the City. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Representative for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.3 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses incurred under this Agreement, Consultant shall submit to City an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. The invoice shall indicate work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 45 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.5 Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers

for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

4. TIME OF PERFORMANCE

4.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" ("Schedule of Services") attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a period of _____ months, from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. *****INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE:** The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

5.2. Notice of Termination. Notwithstanding the provision in paragraph 5.1 above, City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

5.4. Documents. In the event of termination of this Agreement, all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

6.0. INSURANCE

6.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "D" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.2 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

7. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2 City's Representative. The City hereby designates [INSERT NAME AND TITLE], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's

Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Representative shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.1 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Administrator, City's Representative or his/her designee.

7.3 Consultant's Representative. Consultant hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7.4 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant: [INSERT BUSINESS NAME]
 [INSERT STREET ADDRESS]
 [INSERT CITY STATE ZIP]
 ATTN: [INSERT NAME AND TITLE]

City: City of Bishop
 377 West Line Street
 Bishop, CA 93514
 ATTN: [INSERT NAME AND TITLE]

7.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction

located in Inyo County, California.

7.7 Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement. If assignment or transfer is authorized by City, this Agreement shall be binding on the successors and assigns of the parties.

7.8 Indemnification.

7.8.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

7.8.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 7.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

7.9 Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an

agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.10 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

7.11 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

7.12 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the

adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

7.13 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

7.14 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

7.15 Water Quality Management and Compliance.

7.15.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

7.15.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

7.15.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 7.15.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

7.15.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 7.15.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 7.15.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

7.16 Ownership of Materials and Confidentiality.

7.16.1 Documents & Data; Licensing of Intellectual Property. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on any form of electronic media, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to

Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.16.2 Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

7.16.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

7.17 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.18 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.19 City's Right to Employ Other Consultants. City reserves the right to employ other consultants in connection with this Project.

7.20 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. In the

event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.21 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.22 Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.23 No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.24 Invalidity; Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.25 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his

or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.26 Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.27 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

7.28 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.29 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original. All counterparts shall be construed together and shall constitute one agreement.

7.30 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

7.31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.32. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.33. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.34 Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

7.35. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.36. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.37. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions

for PERS benefits.

7.38 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

7.39. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

7.40. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

7.41. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

7.42. Licenses, Permits, and Fees. Consultant shall obtain a City of Bishop Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

7.43. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

7.44. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

7.45. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

7.46. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BISHOP

By: _____
[Mayor or City Administrator]

Date: _____

CONSULTANT

By: _____
[INSERT NAME AND TITLE]

Date: _____

Taxpayer ID Number

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary OR Treasurer **REQUIRED**]

ATTEST

By: _____
Robin Picken
Assistant City Clerk for the City of Bishop

APPROVED AS TO FORM

By: _____
[NAME]
City Attorney
Jones & Mayer

APPROVED AS TO INSURANCE

By: _____
Risk Management

APPROVED AS TO CONTENT

By: _____
Project Manager

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

**[INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF
FEDERAL FUNDS FOR THE SERVICES; OTHERWISE
ALWAYS DELETE ENTIRE EXHIBIT "A-I"]**

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C" FEE SCHEDULE

NOTE:

TO FIX PAGE BREAK TO SECTION BREAK AND FIX HEADERS DO THE FOLLOWING

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- 1) DELETE PAGE BREAK**
- 2) GO TO: PAGE LAYOUT – PLACE SECTION BREAK TO REPLACE PAGE BREAK**
- 3) GO TO HEADER FOOTER – DESIGN – NAVIGATION – AND UNCLICK THE “LINK TO PREVIOUS” IN ORDER TO GET THE CORRESPONDING PAGE NUMBERS (D-1) TO GO IN CORRECT ORDER GOING FORWARD TO NEXT PAGES.**
- 4) THEN FIX FOOTERS FOR EXHIBITS A-D.**

EXHIBIT D INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, CONSULTANT and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so.

CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONSULTANT in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

CONSULTANT shall provide the following types and amounts of insurance:

[Note: verify minimum limit for each coverage with Risk Manager]

1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of CONSULTANT's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

2. Automobile Liability: CONSULTANT shall maintain automobile liability insurance, including owned, non-owned and hired vehicles, covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the services provided under this Agreement. The limits of CONSULTANT's insurance shall apply to this Agreement as if set forth herein, but in no event shall be less than \$1,000,000 per occurrence, combined single limit.

[Note: may need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees]

3. Workers Compensation: CONSULTANT shall maintain Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with

defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to AGENCY for injury to employees of CONSULTANT, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of AGENCY following receipt of proof of insurance as required herein. **Limits are subject to review but in no event less than \$*** per occurrence. [FILL IN AMOUNT]**

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy and any renewal or subsequent policies' retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CONSULTANT. CONSULTANT and AGENCY agree to the following with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the AGENCY, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY’s protection without AGENCY’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT’s general liability policy, shall be delivered to AGENCY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at AGENCY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to AGENCY of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONSULTANT or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to AGENCY. CONSULTANT shall ensure that each policy of insurance required herein reflects this agreement and is written into each policy.
10. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors and others engaged in the project will be submitted to AGENCY for review.
11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to AGENCY without the AGENCY’s prior written approval. If CONSULTANT’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured

retention must be declared to the AGENCY. At that time the AGENCY shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent the AGENCY agrees to any deductible or self-insured retention under any policy required under this Agreement to which the AGENCY is named as an additional insured, CONSULTANT shall be required to modify the policy to permit the AGENCY to satisfy the deductible or self-insured retention in the event CONSULTANT is unable or unwilling to do so as a means to ensure the AGENCY can avail itself to the coverages provided under each policy.

12. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.

15. CONSULTANT will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.

16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to AGENCY, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage

normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or CONSULTANT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

CONSULTANT agrees to provide immediate notice to AGENCY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.