

# Request for Proposals

Mt. Shasta Regional Transformative Transportation Study  
City of Mt. Shasta

City of Mt. Shasta  
(530) 926-7517 – [jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

## Key RFP Dates

Issued: November 30, 2021

Virtual Pre-Proposal Meeting: Wednesday, December 16, 2020 1:30  
P.M. Zoom Link: <https://us02web.zoom.us/j/87141529366>

Written Questions Due: December 31, 2020

Proposals Due: January 15, 2021

## **Section 1. Project Overview**

The City of Mt. Shasta, Siskiyou County, California is seeking qualified transportation consultants to develop the Mt. Shasta Regional Transformative Transportation Study as part of a Caltrans Sustainable Transportation Planning Grant. The City of Mt. Shasta is creating a new way of life for the City that responds and adapts to changes in the environment, supports the local economy, and ensures healthy, equitable lifestyles for residents. The City's General Plan revision process has created a new vision for the future which includes adapting and mitigating climate change, creating an inclusive, walkable community, and providing cutting edge infrastructure while preserving the rich, natural environment of the Mt. Shasta Region.

The Mt. Shasta Regional Transformative Transportation Study aims to meet these aspirations by benchmarking current Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions (GHG), assessing existing transportation infrastructure, policies and individual behaviors and attitudes toward active transportation, and developing strategies to transform the City's transportation infrastructure into an inclusive, multi-modal system while meeting state climate and transportation goals.

The Study will create a set of recommendations which includes goals, policies, and street designs that will be incorporated into City Planning documents, Municipal Code, and development standards. The final recommendations for street design must take the City's wet, snowy winters and need for frequent snow plowing into account. The Study will highlight areas in the City and policies which need updating or create new policies to meet Caltrans' mission, state goals and mandates, and community need. A Complete Street design will be used as the template for all future street projects and integrated into development standards for private development. The planning documents will be updated within 1 year of the completion of the study.

The Study will assist the City in updating the existing Active Transportation Plan (ATP) which guides the development of trails within City limits. The City plans to include right-of-way a street design details, include gaps in infrastructure that should be prioritized for future development, and include policies to assist in creating a more bike and pedestrian friendly city. The standards will follow Complete Street best practice outlined by the state. The updated ATP will qualify the City for more physical infrastructure funding opportunities and highlight policy improvements. The updated ATP is slated to be completed 8 months after the Study's completion date.

Finally, the Study will be used as part of the City's General Plan update. The information provided in the existing conditions report, community engagement, and final recommendations for improvement will be integrated into the Circulation Element of the General Plan to ensure consistency between plans and prioritize the transformed transportation system. The Circulation Element of the General Plan is set to be completed within 6 months of the completed Study's completion date.

The City of Mt. Shasta has not conducted a comprehensive transportation study in recent history. Therefore, the City has prioritized a number of objective to be achieved in the Transportation Study; highlighted in Exhibit A Scope of Work. The final transportation consult should be familiar with these objectives and highlight how they will manage the numerous goals of the project.

### **Geographic Context**

The City of Mt Shasta is located in Siskiyou County, one of California's northern most counties. The City is approximately 50 miles from the Oregon border at the base of Mount Shasta. Mount Shasta is an active stratovolcano towering over the City at 14,179 ft located within the Shasta-Trinity National Forest just East of City Limits. The Shasta-Trinity National Forest is managed by the National Forest Service (NFS) and surrounds a large portion of the City. The City is considered home to the Headwaters of the Sacramento River in the Upper Sacramento Watershed.

The City is on Interstate 5 (I5) which runs north-south through the City. The City serves as a critical transportation point due to the location along I5 and the connection to California Highway 89 (Hwy 89) on the southern side of the City. Hwy 89 is part of the State's scenic volcanic by-way and connects I5 with north-eastern California counties and cities. Freight transportation is also critical for the area. The Union Pacific (UP) Railroad follows a north-south route along I5 and serves as a critical freight line for the western United States.

### **Social Background**

The City of Mt. Shasta is considered a Low-Income Community under AB 1550, a Disadvantaged Community under Proposition 1, and the City frequently qualifies as a disadvantaged community for federal funding through the Department of Agriculture and Economic Development Agency. The median income for the City of Mt. Shasta is \$34,813 which is 51% lower than the State of California median income of \$67,739 (2016 estimates). The major disadvantaged group within the City's Planning Area is the aging population. 45% of the City of Mt. Shasta population is over 65 years of age and has a household income under \$32,000 a year (City of Mt. Shasta 2018 Survey). This population not only has a fixed income

but also requires additional transportation features like accessible sidewalks and wheelchair accommodations. The aging population is also more likely to not have a valid driver's license or personal vehicle.

The entire City Planning Area is considered rural with most of the housing being single-family on larger lot sizes (0.5 acres or more). The primary mode of travel is single occupancy vehicle (78.2% American Community Survey 2016 Estimates). This mode of travel is problematic for disadvantaged households farther out from town due to heavy snow in the winter preventing travel and making non-motorized transportation nearly impossible. During the summer months, there is no public transit stops in the surrounding area and limited cycling and walking infrastructure.

### **Project Lead**

The Planning Department for the City of Mt. Shasta will be the lead department on the project. Juliana Lucchesi, City Planner will be the specific project manager.

### **Project Partners**

The City of Mt. Shasta has prioritized inclusion of multiple transportation focused organizations and agencies in the Mt. Shasta region to ensure a process that incorporates the priorities and interest of these groups. The engagement tools and information in the study will be open to these organizations to utilize for their plans and projects in the future. It is important that no singular group has an advantage over another in the development of this study.

## **Section 2 RFP Submittal Requirements**

### Eligibility

This RFP is open to all interested firms. Firms must certify in a cover letter that it meets the following conditions:

1. Is not in litigation that may have a significant and adverse impact on the ability to perform services for the City of Mt. Shasta.
2. Has the resources, expertise, and commitment to complete all components of the project in a timely and competent manner, as outlined in the Scope of Work.
3. City of Mt. Shasta requires that the professional who signs the proposal as the project manager certify that they will be present at all meetings requested by City of Mt. Shasta staff members and will fully participate in the day-to-day management of the contract.

**Proposals must be submitted at or before 5:00 P.M. on January 15, 2021.** Five (5) hard copies and an electronic copy of the proposal in PDF format should be delivered in person or by mail to the following address:

City of Mt. Shasta  
305 N Mt. Shasta Blvd.  
Mt. Shasta, CA 96067  
Attn: Juliana Lucchesi, City Planner  
[jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

Proposals received after the date and time specified above will be returned unopened. An informational webinar session **December 16, 2020** will be available for interested firms. Questions regarding this RFP will be accepted through **December 31, 2020** and should be directed to Juliana Lucchesi at the above email.

The proposal should not exceed 30 written pages (excluding cover letter, proposal cover, table of contents, and supplemental information, such as firm brochures and resumes). Supplemental information and appendices should be relevant and brief. Printing is to be done on double-sided, 8-1/2" x 11" paper, using a minimum of font size 11. Proposals shall be organized using the following format:

1. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a firm binding offer for 90 days.
2. **Key Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience. Include a statement that key team members will not be removed or reassigned without prior approval of the City. Provide an organization chart of how the key staff is structured within the organization and include all specialty sub-consultants that would be expected to be utilized on the project.
3. **Project Understanding and Approach:** Describe the understanding of the need for the Mt. Shasta Region Transformative Transportation Study. Describe your approach in meeting the task objectives outlined in Exhibit A of this RFP.
4. **Detailed Scope of Work and Management Approach:** Expanding on the scope of work outlined and the tasks included in the RFP, this section should present a detailed management approach to complete the tasks, including;
  - Detail on how to complete the tasks and timeline for completion

- The personnel assigned to these tasks, with billable rates and total cost per task
- The number of hours assigned per person per task
- Total cost of all tasks proposed

This section should describe the consultant's approach to management of the work. If sub-consultants are to be used, provide similar information for each sub-consultant. This section should discuss the consultant's organization for this project, how the work assignments are structured, and the staffing. Discuss the firm/team's approach for completing the services for this project within budget. The proposal should include a staffing plan and an estimate of the total hours detailed by position.

- 5. Project Schedule:** Please identify project phasing schedules, major project milestones, and key dates in the project schedule. The project period and milestones should match the timeline presented in Exhibit B.
- 6. Project Budget:** Please provide a project budget, showing the budget, showing the budget for each task, as outlined in this RFP. Include the level of effort for each staff person and billing rates for each person. Identify loaded hourly rates that include all costs rolled into the rate except travel. Travel should be a separate line item.
- 7. References:** Provide at least three references (names and current phone numbers) from recent relevant work (Previous five years) for the key project manager and designated staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member.
- 8. Professional Services Contract:** Please indicate your willingness to accept the terms and conditions in the City of Mt. Shasta' standard form of contract (Exhibit C), or list those to which you take exception and, as appropriate, provide proposed alternate wording. It is not the City's intention to make substantial changes to the standard contract.

### Appendices

Information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### Non-Discrimination Certification

By responding to this RFP, proposers represent that they and their subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

### Examination of Proposal Documents

By submitting a proposal, proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that the firm is capable of performing quality work to achieve the Mt. Shasta Region Transformative Transportation Study scope of work as set forth in Exhibit A.

### Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City of Mt. Shasta will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions. **Proposers are responsible for checking the City of Mt. Shasta's website ([www.mtshastaca.gov](http://www.mtshastaca.gov)) for any and all written Addenda related to this RFP.** The City of Mt. Shasta will not distribute Addenda to a mailing list of interested proposers.

### Clarifications

1. Examination of Documents: All relevant documents pertaining to the Study are found in the appendices of this RFP and/or issued via addenda to City of Mt. Shasta's website.
2. Submitting Questions
  - a. All questions must be in writing and must be received by the City of Mt. Shasta no later than **5PM on December 31, 2020**. Thereafter the City of Mt. Shasta will enforce a Blackout period.
  - b. Questions may be submitted to [jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov) or mailed to City Hall, 305 N Mt. Shasta Blvd., Mt. Shasta, CA 96067. Mailed questions must be received prior to the date and time listed above.
  - c. Responses: Responses from the City will be provided in writing as best as possible and at least 10 calendar days prior to the RFP date.

### Pre-Proposal Webinar

A voluntary pre-proposal video conference regarding the RFP shall be held on **December 16, 2020 at 1:30 P.M.** (Pacific Time) via zoom. The link to the Zoom meeting is: <https://us02web.zoom.us/j/87141529366>

### Submittal Procedures

**Proposals must be submitted at or before 5:00 P.M. on January 15, 2021.** Five (5) hard copies and an electronic copy of the proposal in PDF format should be delivered in person or by mail to the following address:

City of Mt. Shasta  
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[jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

Proposals received after the date and time specified above will be returned unopened.

The City of Mt. Shasta reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Request additional information from Proposers and investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial, or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Award a contract to one or more Proposers;
11. Accept other than the lowest-priced Proposal;
12. Solicit best and final offers from all of some of the Proposers;
13. Withdraw this RFP at any time without prior notice and the City of Mt. Shasta makes no representations that any contract will be awarded to any Proposer responding to this RFP;
14. Waive informalities and irregularities in Proposals or the selection process.

### Confidentiality of Proposals

To the extent permitted by law, proposals received shall remain confidential until the contract, if any, resulting from this RFP has been finally negotiated executed.

Thereafter, all information submitted in response to this request shall be deemed a public record. In the event that the Proposer desires to claim portions of its proposal as exempt disclosure under the California Public Records Act, it is incumbent on the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. City of Mt. Shasta will consider a Proposer's request for exemption from disclosure; however, the City of Mt. Shasta will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored. Firms are advised that the City of Mt. Shasta does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the City of Mt. Shasta, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code § 6250 et seq.) arising out of , concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City of Mt. Shasta;
3. Negotiating with the City of Mt. Shasta any matter related to this proposal;  
or
4. Any other expenses incurred by Proposer prior to date of award, if any of the Agreement.

The City of Mt. Shasta shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

#### Joint Offers

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint

venture. The City of Mt. Shasta intends to contract with a single firm and not with multiple firms doing business as a joint venture.

#### Insurance and Agreement Provisions

The Proposer must satisfy the insurance requirements of the proposed Professional Services Agreement. The successful Proposer will be required to adhere to the provisions, terms, and conditions of the attached standard Professional Services Agreement (Exhibit B). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written. Unless otherwise authorized by the City of Mt. Shasta, the selected consultant will be required to execute an agreement with the City of Mt. Shasta for the services requested. If agreement on terms and conditions acceptable to the City of Mt. Shasta cannot be achieved, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City of Mt. Shasta, the City of Mt. Shasta reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

#### Lobbying

Any consulting firm submitting a proposal or a party representing a firm shall not influence or attempt to influence any member of the evaluation committee, any member of a city council within the City of Mt. Shasta, or any employee of the City, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### **Section 3 Evaluation and Award**

An Evaluation Committee will be formed to review all proposals received. The committee will be comprised of City of Mt. Shasta staff and may include outside personnel. The City of Mt. Shasta staff will conduct an initial review of the proposals for general responsiveness and compliance with the requirements of this RFP. Proposals failing to satisfy the requirements or are inadequately responsive will not be considered.

After the initial responsiveness review, the committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a "proposal score" in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member's score for each proposal.

The Evaluation Committee will review all proposals submitted on time. The committee will evaluate the proposals and make a selection based on the following criteria:

- Qualifications and experience of the key personnel assigned to the project (20 pts.)
- Qualifications and experience of the Firm (20 pts.)
- Experience conducting similar projects, e.g. transportation studies (20 pts.)
- Clarity on approach to complete all tasks, including schedule, budget, and scope of work (20 pts.)
- Project understanding (20 pts.)

During the evaluation period, the City of Mt. Shasta may interview some or all of the proposing firms. Interviews are tentatively scheduled to be held the week of January 25<sup>th</sup> (January 25, 2021 – January 29, 2021). The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications.

The City of Mt. Shasta reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant following any interviews. The Committee’s recommendation will be reviewed by the City Manager before proceeding to the City Council for action.

Selection will be based on a “best value” analysis. The City of Mt. Shasta reserves the right to select the proposal which in its sole judgment best meets the needs of the City of Mt. Shasta.

### Award

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the City of Mt. Shasta to award funds. Funding is subject to final contract approval by the City Council of the City of Mt. Shasta. The City of Mt. Shasta reserves the right to reject any and all responses without penalty and to act in the best interest of the City of Mt. Shasta. The City of Mt. Shasta will evaluate the proposals received and will submit the proposal considered to be the most competitive to the City, for consideration and selection. The City of Mt. Shasta may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and , thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Mt. Shasta.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

#### Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who will be recommended for award of the contract. Such notification will be made at least seven (7) days before the date the contract is awarded.

#### **Section 4 Protests**

Bid protests for contracts awarded for professional services shall be submitted and responded to in accordance with the requirements noted in Exhibit D.

#### **Section 5 Tentative Schedule**

The following is a tentative project schedule and milestone requirements for the project. The City of Mt. Shasta reserves the right to adjust the schedule.

**Release RFP:** November 30, 2020

**Pre-Proposal Meeting:** December 16, 2020

**Written Questions:** December 31, 2020

**Proposals Due:** January 15, 2021, by 5:00 p.m.

**Interview Dates:** January 25<sup>th</sup> through January 29<sup>th</sup>

**Contract Approval:** February 8, 2021

**Kick-Off Meeting:** Tentatively week of February 15, 2021

## Scope of Work

**Grantee:** City of Mt. Shasta

**Project Title:** Mt. Shasta Regional Transformative Transportation Study

### Introduction

The City of Mt. Shasta is creating a new way of life for the City that responds and adapts to changes in the environment, supports the local economy, and ensures healthy, equitable lifestyles for residents. The City's General Plan revision process has created a new vision for the future which includes adapting and mitigating climate change, creating an inclusive, walkable community, and providing cutting edge infrastructure while preserving the rich, natural environment of the Mt. Shasta Region. The Mt. Shasta Regional Transformative Transportation Study aims to meet these aspirations by benchmarking current Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions (GHG), assessing existing transportation infrastructure, policies and individual behaviors and attitudes toward active transportation, and developing strategies to transform the City's transportation infrastructure into an inclusive, multi-model system while meeting state climate and transportation goals. GHG Study will be conducted by TRC Solutions, Inc in collaboration with the chosen traffic consultant. TRC Solutions, Inc is the City's on-call planning services consultant

The Study will create a set of recommendations which includes goals, policies, and street designs that will be incorporated into City Planning documents, Municipal Code, and development standards. The Study will highlight areas in the City and policy areas that need to be updated or created to meet Caltrans mission, state goals and mandates, and community need. The Complete Street design standards will be used as the template for all future street projects and integrated into development standards for private development. The development standards will be updated within 6 months of the Study's completion date.

The Study will assist the City in updating the existing Active Transportation Plan which guides the development of trails in City limits. The City plans to include right-of-way a street design details, include gaps in infrastructure that should be prioritized for future development, and include policies to assist in creating a more bike and pedestrian friendly city. The standards will follow Complete Street best practice outlined by the state. The updated ATP will qualify the City for more physical infrastructure funding opportunities. The updated ATP is slated to be completed 18 months after the Study's completion date.

Finally, the Study will be used as part of the City's General Plan update. The information provided in the existing conditions report, community engagement, and final recommendations for improvement will be integrated into the Circulation Element of the General Plan to ensure consistency between plans and prioritized the transformed transportation system. The Circulation Element of the

General Plan is set to be completed within 1 year of the completed Study's completion date.

The City of Mt. Shasta is considered a Low-Income Community under AB 1550, a Disadvantaged Community under Proposition 1, and the City frequently qualifies as a disadvantaged community for federal funding through the Department of Agriculture and Economic Development Agency. The median income for the City of Mt. Shasta is \$34,813 which is 51% lower than the State of California median income of \$67,739 (2016 estimates). The major disadvantaged group within the City's Planning Area is the aging population. 45% of the City of Mt. Shasta population is over 65 years of age and has a household income under \$32,000 a year (City of Mt. Shasta 2018 Survey). This population not only has a fixed income but also requires additional transportation features like accessible sidewalks and wheelchair accommodations. The aging population is also more likely to not have a valid driver's license or personal vehicle.

The entire City Planning Area is considered rural with most of the housing being single-family on larger lot sizes (0.5 acres or more). The primary mode of travel is single occupancy vehicle (78.2% American Community Survey 2016 Estimates). This mode of travel is problematic for disadvantaged households farther out from town due to heavy snow in the winter preventing travel and making non-motorized transportation impossible. During the summer months, there is no public transit stops in the surrounding area and limited cycling and walking infrastructure. The Study will look at the existing infrastructure for gaps and opportunities for improvement to shift the mode of transportation to transit and active means, integrate green infrastructure to provide protection from the elements, increase supporting infrastructure like pedestrian rest areas, bike racks and lockers, and transit stops, and better understand the transportation needs of rural, disadvantaged communities. All these things will improve transportation for Disadvantaged communities.

### **Responsible Parties**

The City, with the assistance of a consulting firm, will perform the work. The City has an on-call environmental and planning consultation, TRC Solutions Inc. and may select an addition transportation focused consulting firm to supplement work. The City has employed proper procurement procedures and will continue to do so for additional consultant assistance. City Staff anticipates the proposed budget will not differ substantially and will not exceed the grant request amount.

### **Overall Project Objectives**

- Develop and analyze climate change and natural disaster vulnerability maps to identify at-risk transportation assets, resources, and transit-dependent populations within the City's Planning Area
- Analyze and recommend improvements to primary (Interstate 5 and State Highway 89) and secondary regional transportation routes for commercial traffic and evacuation routes

- Identify the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and local public utilities and facilities
- Assess and recommend improvements for a connective active transportation network within the City's Planning Area.
- Assess and improve the transportation network for a multi-modal system that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, remote context. The improved network should favor the reduction of greenhouse gas emissions from the transportation sector and give special focus to bicyclists, children, persons with different abilities, pedestrians, users of public mass transit, and the aging population
- Facilitate public outreach and input from community members, regional agencies, infrastructure owners and operators, visitors, and businesses to determine goals, policies, implementation measures, implementation timelines, and possible funding sources to improve the regional transportation network
- Develop designs and standards for green infrastructure, new and improved bicycle and pedestrian commuter routes, improved highway and railroad crossings, and recreational trails throughout the City's Limits. The design standards will prioritize safety of all users, reduction of motor vehicle speed, and facilitate snow storage during winter months.
- Identify and analyze trends in emerging transportation technology to forecast the impacts on the existing transportation infrastructure and develop strategies to facilitate these new trends, including but not limited to Artificial Intelligence, alternative fuel vehicle use, rideshare, ride hauling, and electric bikes and scooters
- Develop strategies to increase transit ridership and improve the Siskiyou Transit and General Express (STAGE) system within the City Planning Area.
- Create benchmarks and inventories city-wide Vehicle Miles Traveled (VMT), Greenhouse Gas Emissions (GHG)\* and air quality impacts attributed to transportation of people and goods
  - Develop strategies to reduce city-wide VMT, GHG\*, and air quality impacts of the transportation sector. \*GHG Study will be conducted by TRC Solutions, Inc in collaboration with the chosen traffic consultant. TRC Solutions, Inc is the City's on-call planning services consultant
- Consider the impact of transportation on energy systems such as propane and electrical consumption of alternative fuel vehicles.
- Develop strategies to incorporate more alternative vehicle infrastructure in the City's Planning Area.
- Identify and map communication technology infrastructure and compare with vulnerability maps to determine at risk assets and resources
- Identify and recommend improvements to education, enforcement, and evaluation of active transportation network

- Perform collision analysis for City Planning Area to assess and improve non-motorized transportation safety
- Map and offer recommendations for improvement to pedestrian and bicycle facilities, bike parking, transit stops, and wayfinding
- Perform equity analysis of transportation network and create recommendations with the goal of promoting more active transportation in youth, aging, low-income, and disabled communities. Analysis will include American with Disabilities Act (ADA) assessment of networks.

## 1. Initiation

Initiation of Mt. Shasta Regional Transformative Transportation Study

### Task 1.1: Project Initiation Meeting

- The City will hold an initial project meeting with Caltrans Staff and other stakeholders to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary tasks, and timelines will be documented.

**Responsible Party: City of Mt. Shasta**

### Task 1.2: RFP Process

- The City will draft a Request for Proposal (RFP) for a transportation consultant to complete the project objectives and release for public bid using proper procurement procedures.
- City will review proposals for transportation consultant's ability to ensure good communication on upcoming tasks and events, complete anticipated outcomes to level expected by the City and Caltrans, and to ensure the project remains on time and within budget.
- The City will award the bid to a consultant that demonstrates understanding of the project objectives, timeline, and expected project deliverables.

**Responsible Party: City of Mt. Shasta**

### Task 1.3: Regulatory and Coordinating Plan Review

- Identify and integrate mandatory state, county, local, and regional regulatory framework for transportation requirements to be included in Task 1.5
- Coordinate state, regional, and county plans into Study

**Responsible Party: City of Mt. Shasta & Consultant**

### Task 1.4: Develop Existing Conditions Report

- Gather existing conditions, vulnerabilities, and background data for an Existing Conditions Report which includes sections on Air Quality, Hazards, Noise, Transportation, Utilities and Service Systems, and Greenhouse Gas Emissions. The Transportation section will include information such as climate change projections, regulatory framework, existing infrastructure location and conditions, Vehicle Miles Traveled (VMT) benchmarks, existing levels of service, transit ridership numbers, parking conditions, modal-split, and supporting

transportation infrastructure such as bicycle racks, bus stops, and shaded pedestrian areas.

- Present existing conditions report to Planning Commission, City Council, and the public

**Responsible Party: City of Mt. Shasta & Consultant**

Task #	Deliverable
1.1	Meeting notes, project timeline, and contacts list
1.2	RFP and contract with transportation consultant
1.3	Regulatory context and Coordinating Plan study section
1.4	Existing Conditions Report and presentations

## 2. Public Engagement

### Task 2.1: Online Web Platform and Engagement

- Develop online presence to house final report, education materials, upcoming events, and online public engagement opportunities. The Public engagement opportunities will be used to collect public feedback online for Task 3.3
- Develop social media strategy to increase public access to educational materials, events, and engagement opportunities.
- Post event notes, materials, draft study sections, and final Study on webpage
- More cost and time may be dedicated to this item due to COVID19 limitations.

**Responsible Party: City of Mt. Shasta & Consultant**

### Task 2.2: Community Workshops

- Host existing conditions workshop and education sessions with City Council, Planning Commission and the public to present existing conditions report and gather input to be included in future workshops and Task 3.3.
- Host a minimum of five public workshops or public input events with maps, modeling tools, interactive presentations, and City data collected in Tasks 1.5 and 3.1 related to the various Study sections. Collect community input on strategies and preferred alternative to be included in Task 3.3

**Responsible Party: City of Mt. Shasta & Consultant**

### Task 2.3: Public Outreach

- Assemble and facilitate Technical Advisory Committee consisting of representatives from agencies and organizations focused on transportation themes. This has been added after the original grant submission to ensure robust participation in the time of COVID-19.
- Develop engagement materials and strategies to collect information on the location and extent of disadvantaged populations' needs and vulnerability to natural disasters to be included in Task 3.3. Engagement of disadvantaged population will be done in the community to ensure that population does not need to travel far distances to contribute input to the Study.

- Develop surveys, walking audit checklists, and other public engagement materials to collect information for inclusion in Task 3.3
- Develop tools, procedures, and preferred timetable for completion and continuous data collection for various sections to monitor existing conditions and identify success of final Study recommendations.
- Monthly project team meetings with consultants to ensure good communication on upcoming tasks, events, budget limits, and timelines.
- As needed meetings with Caltrans staff to discuss project progress

**Responsible Party: City of Mt. Shasta and Consultant**

Task #	Deliverable
2.1	Online webpage, education materials, event calendar, and public engagement opportunities.
2.2	Existing Conditions presentation, workshop tools and summaries, photos, public input.
2.3	Engagement tools, public input, and procedures for continuous data collection and analysis for ongoing data collection. Meeting notes, presentations, and supporting materials

### 3. Mt. Shasta Regional Transformative Transportation Study Preparation

#### Task 3.1: Data Collection and Analysis

- Identify data needs for various sections of the study including location of data, data type, and existing information to be included in Task 3.3. The type of data and needed tools will be determined with the consultant and in coordination with Technical Advisory Committee. This item will include public engagement of the Technical Advisory Committee to investigate needs of other transportation agencies to ensure that data collected benefits multiple agencies and organizations.
- Develop data collection tools such as surveys, workshop materials, interview scripts, focus group questions, and other materials to collect public input and resident transportation habits and preferences.
- Implement data collection tools throughout the study to collect enough data to ensure statistically confident findings and clearly identify public transportation habits and preferences. This item is anticipated to be a high cost due to the rural, remote nature of the community and the anticipate high travel costs for consultant. The City also does not have a large staff to be able to implement all data collection tools and anticipates needing consultant assistance in physical data collection.
- Conduct traffic counts and assessments, safety assessments, multimodal splits, VMT, and GHG\* studies and others as appropriate to achieve objectives to be included in Task 3.3. This item is anticipated to be a high cost due to the rural, remote nature of the community and the anticipate high travel costs for consultant.
- \*GHG Study will be conducted by TRC Solutions, Inc in collaboration with the chosen traffic consultant. TRC Solutions, Inc is the City's on-call planning services consultant

**Responsible Party: City of Mt. Shasta and Consultant**

**Task 3.2: Develop Maps, Designs, and Illustrations**

- Create ArcGIS templates, geodatabase, and data files to illustrate existing and future data for the Study to be included in Tasks 3.3 and 3.5
- Create design templates and concepts for maps and future transportation projects to illustrate new design standards be included in the draft and final Study.

**Responsible Party: City of Mt. Shasta & Consultant**

**Task 3.3: Draft Mt. Shasta Regional Transformative Transportation Study**

- Using information collected in Tasks 2 and 3, the Draft Study will be prepared. The draft will be released for public input for a minimum of one month and a presentation to the Planning Commission and City Council for public comments will occur during that month.

**Responsible Party: City of Mt. Shasta & Consultant**

**Task 3.4: Identify Potential Funding Sources**

- Review and identify potential funding sources for future implementation of study.

**Responsible Party: City of Mt. Shasta & Consultant**

**Task 3.5: Final Mt. Shasta Regional Transformative Transportation Study**

- Complete the final Study that will incorporate and address the public comments gathered during the public comment period and in Planning Commission and City Council meetings. Four hard and electronic copies of the final study will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- An Environmental Review of the Study will be prepared by the City of Mt. Shasta to compliance with the California Environmental Quality Act (CEQA). This environmental assessment will **not** be paid for by the Caltrans grant but is required prior to City Council adoption.

**Responsible Party: City of Mt. Shasta & Consultant**

**Task 3.6: Adoption of Mt. Shasta Regional Transformative Transportation Study**

- Presentation of the final Study will be given to the Planning Commission for recommendation to City Council
- Presentation of the final document and Planning Commission recommendation will be given to City Council for final adoption.

**Responsible Party: City of Mt. Shasta & Consultant**

Task #	Deliverable
3.1	Data and technical information, traffic, multimodal, GHG*, and VMT studies
3.2	ArcGIS compatible files, design templates, and Complete Streets cross section drawings and renderings
3.3	Draft Mt. Shasta Regional Transformative Transportation Study

3.4	Funding Source List
3.5	Final Mt. Shasta Regional Transformative Transportation Study
3.6	City Resolution adopting Study, meeting notes

\*GHG Study will be conducted by TRC Solutions, Inc in collaboration with the chosen traffic consultant. TRC Solutions, Inc is the City's on-call planning services consultant

#### 4. Project Administration

##### Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans District Staff based on milestone completion, at least quarterly, but no more frequently than monthly.

**Responsible Party: City of Mt. Shasta**

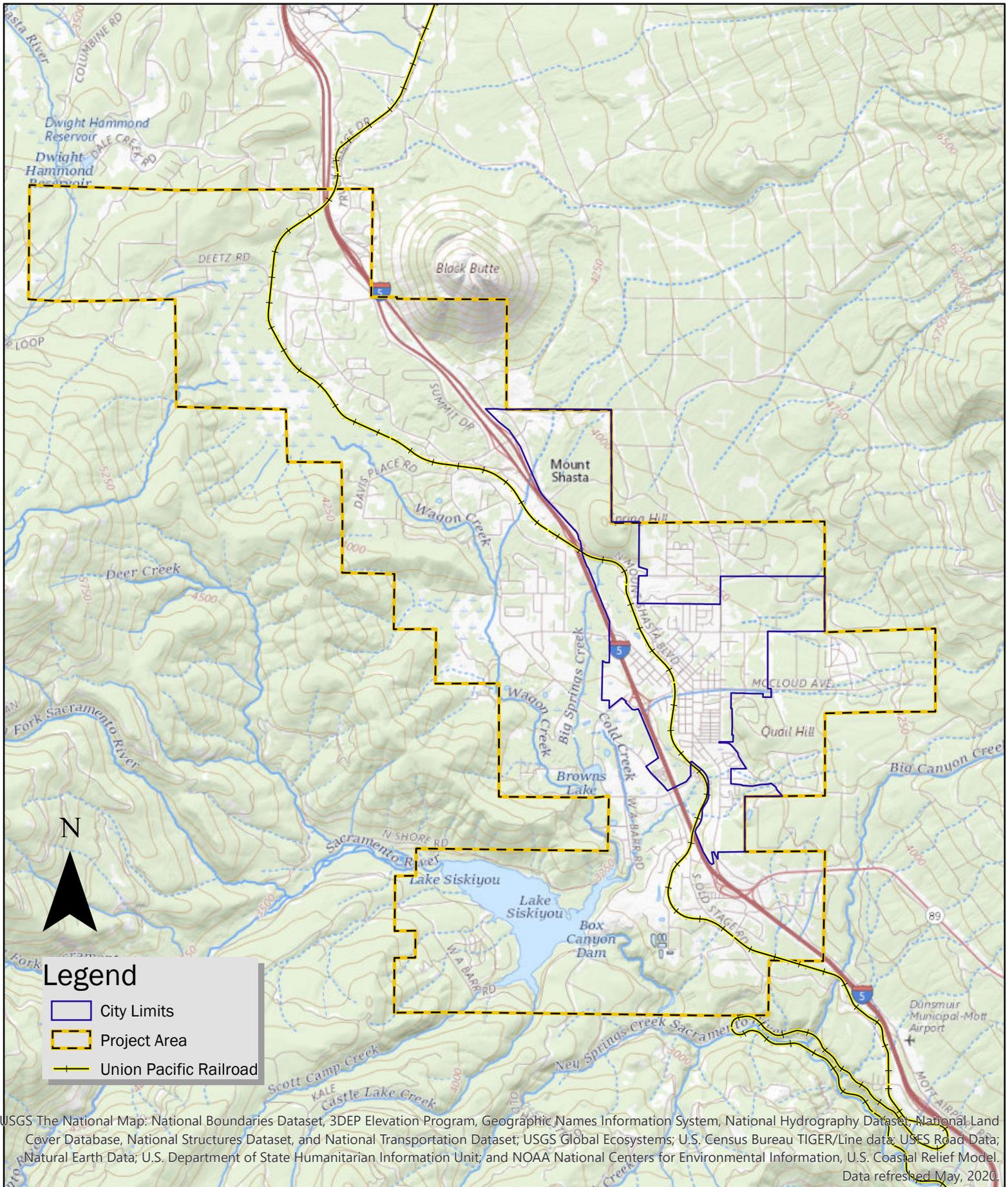
##### Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans District Staff providing a summary of project progress and grant/local match expenditures.

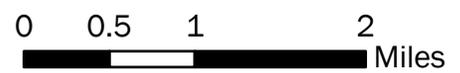
**Responsible Party: City of Mt. Shasta**

Task #	Deliverable
4.1	Invoice Packages
4.2	Quarterly Reports

# Caltrans Sustainable Transportation Planning Grant: Project Area



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USES Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.





**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MT. SHASTA AND [AWARDED FIRM]**

THIS AGREEMENT for consulting services is made by and between the City of Mt. Shasta (“City”) and \_\_\_\_\_ (“Consultant”)(together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

**Section 1. Services**

Subject to the terms and conditions set forth in the Agreement, Consultant shall provide the City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the work described Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.

**1.2 Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Consultant shall, immediately upon receiving notice from the City of such desire of the City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

**Section 2. Compensation**

The City hereby agrees to pay Consultant a sum not to exceed \$\_\_\_\_\_ notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. The City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to the City in the manner

specified herein. Except as specifically authorized by the City in writing, Consultant shall not bill the City for duplicate services performed by more than one person.

Consultant and the City acknowledge and agree that compensation paid by the City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services requires hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. The City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At the City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and the City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and the City, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

**2.2 Monthly Payment.** The City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all

expenses and actives performed during the invoice period for which Consultant expects to receive payment.

**2.3 Final Payment.** The City shall pay the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to the City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** The City shall pay for the services to be rendered by Consultant pursuant to this Agreement. The City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. The City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit .

**2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit C, attached hereto and incorporated herein, shall not exceed\_\_\_\_\_(\$ ). Expenses not listed below are not chargeable to the City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.

**2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

**2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

### **Section 3. Facilities and Equipment**

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. The City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

The City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with the City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall the City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

### **Section 4. Insurance Requirements**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to the City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to the City and its officers, employees, agents, and volunteers.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form: a. The retroactive date of the policy must be shown and must be before the date of the Agreement. b. Insurance must be maintained and evidence of insurance must be

provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates. c. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage. d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish the City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to the City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Additional insured; primary insurance.** The City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the

Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the City or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. .

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to the City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

**4.4.8 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies the City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and

within the time herein required, the City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **Section 5 Indemnification and Consultant's Responsibilities**

Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

**5.1 Insurance Not in Place of Indemnity.** Acceptance by the City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**5.2 PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement 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 the 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 the City.

**5.3 Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

## **Section 6. Status of Consultant**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise the City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other the City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the City and entitlement to any contribution to be paid by the City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent to bind the City to any obligation whatsoever.

## **Section 7. Legal Requirements**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which the City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to the City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from the City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to the City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors

shall obtain and maintain during the term of this Agreement valid Business Licenses from the City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 Contractor's Residency and Tax Withholding** Contractor declares that Contractor is a resident of the State of \_\_\_\_\_ in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended, attached hereto and incorporated herein as Exhibit \_\_\_\_\_. Unless provided with valid, written evidence of an exemption or waiver from withholding, the City may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to the City.

## **Section 8 Termination and Modification**

**8.1 Termination.** The City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to the City and shall include in such notice the reasons for cancellation. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; the City, however, may condition payment of such compensation upon Consultant delivering to the City all materials described in Section 9.1.

**8.2 Extension.** The City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if the City grants such an extension, the City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the

Contract Administrator, the City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties. **8.4 Assignment and Subcontracting.** The City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to the City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that the City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9 Keeping and Status of Records**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. The City and Consultant

agree that, until final approval by the City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

## **Section 10 Miscellaneous Provisions**

**10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Siskiyou or in the United States District Court for the Central District of California.

**10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of the City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, et seq. Consultant shall not employ any the City official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

**Consultant**

**The City**

City of Mt. Shasta  
305 N Mt. Shasta Blvd.  
Mt. Shasta, CA 96067  
Attn: Juliana Lucchesi, City Planner

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility,".

**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

Exhibit A Scope of Services

Exhibit B Compensation Schedule

Exhibit C Reimbursable Expenses

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

**10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

City of Mt. Shasta

CONSULTANT

\_\_\_\_\_  
BRUCE Pope, City Manager

\_\_\_\_\_  
[NAME, TITLE]

Approved as to Form:

\_\_\_\_\_  
John Sullivan Kenny, City Attorney

## Contract Protest Procedures

All appeals shall be submitted in writing, identifying the action being appealed and specifically stating the basis or grounds of the appeal. Appeals shall be filed within 10 days following the date of determination or action for which an appeal is made, accompanied by a filing fee established by City Council resolution, and submitted to the Deputy City Clerk, Kathryn Joyce, [kjoyce@mtshastaca.gov](mailto:kjoyce@mtshastaca.gov).

Unless otherwise agreed upon by the person filing the appeal and the applicant, appeal hearings should be conducted within 45 days from the date of appeal submittal. Notice of hearing shall be posted in the local newspaper, on the city website, and in front of city hall at least 10 days prior to the appeals hearing.

Each appeal shall be considered a de novo (new) and the appeal authority may reverse, modify or affirm the decision in whole or in part. In taking its action on an appeal, the appeal authority shall state the basis for its action. The appeal authority may modify, delete, or add such conditions as it deems necessary. The appeal authority may also refer the matter back to the original approving authority for further action. The action of the appeal authority is final on the date of decision and may not be further appealed.