

REQUEST FOR QUALIFICATIONS & PROPOSALS (RFQP)
for the
Reconnecting Arcata Project

Release Date: May 23, 2025

PROPOSALS SUBMITTAL DEADLINE:

June 27, 2025, 4:00 PM

**The City of Arcata
736 F Street
Arcata, CA 95521**

General Information

The purpose of this Request for Qualifications & Proposals (RFQP) is to procure professional consulting services to advance the initial phases of the Reconnecting Arcata Project (Project). The overarching goal of the Project is to improve safe transportation, reduce economic barriers, and reconnect communities in Arcata who have been adversely affected by the bifurcation of the city by three highways that serve as main traffic corridors in the North Coast region of California. This Project focuses on addressing historic harm of highway bifurcation to the following project areas: Central Arcata, the Gateway, and Valley West, which were bifurcated by US101, SR255, and SR299, respectively. See **Appendix A**, Project Areas Map.

Proposals received in response to this RFQP will be used as the basis for selecting a consultant to undertake the Community Readiness (Phase 1A) and Planning (Phase 1B) phases of the Reconnecting Arcata Project. Phase 1A centers on community engagement, partnerships, and preliminary planning of future project phases. Phase 1B will build on Phase 1A to prepare a community engagement plan, and will involve evaluating existing conditions and identifying opportunities and constraints within the project area, as well as developing a set of alternatives to address the project goals.

The City is also seeking statements of qualifications for all phases of the Reconnecting Arcata Project but will only award a contract for the first phase – Community Readiness (Phase 1A) and Planning (Phase 1B) – at this time. Total amount payable to the selected consultant for Phase 1 shall not exceed \$3,000,000. Future Project phases will include: Project Approval & Environmental Design (Phase 2), Final Designs (Phase 3), and Construction Management (Phase 4). The City will have the option to award contracts to the selected consultant at a later date for subsequent phases of the Project, based on statements of qualification submitted through this RFQP.

The City of Arcata was selected to receive funding for this Project through the California Air Resources Board - California Climate Investment (CARB/CCI) via Caltrans for the initial phase of the [Reconnecting Communities: Highways to Boulevards](#) State Pilot Program (RC:H2B). The program was established to plan for and fund the conversion of key underutilized highways in the State into multi-modal corridors to reconnect communities divided by transportation infrastructure. The selected consultant will therefore be required to comply with the Caltrans Local Assistance Procedures Manual (LAPM) and the Local Assistance Program Guidelines (LAPG). Per the program, historical harm will be addressed through community-based transportation planning, design, demolition, and/or reconstruction of city streets, parks or other infrastructure. The selected consultant's approach to addressing local shortcomings in transportation connectivity through community-based planning, design, and construction efforts will necessitate collaboration with key stakeholders, including Caltrans, Cal Poly Humboldt (CPH), Humboldt Transit Authority (HTA), the Humboldt County Association of Governments (HCAOG), as well as representatives and stakeholders from within Arcata's community and businesses.

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Proposal Submittal

Proposals submitted in response to this request must be received no later than **4:00 PM on Friday, June 27, 2025**. Late proposals will not be accepted and will be returned to the consultant unopened.

One (1) electronic copy of the Proposal shall be submitted in PDF format, using one of the following two methods:

- 1) Proposals may be submitted on either a USB drive or compact disc within a sealed envelope with the proposer's name and labeled: "**Reconnecting Arcata Proposal**," delivered to:

*City Manager's Office
Attn: Contracts and Special Projects Manager
736 F Street
Arcata, CA 95521*

- 2) Proposals may be submitted via email attachment with "**Reconnecting Arcata Project Proposal**" in the Subject line, delivered to: dallred@cityofarcata.org. Proposals successfully submitted via email will receive a "Reply" email stating that the proposal has been received. It is the proposer's responsibility to ensure the proposal is successfully received before the deadline. Applicants may call (707) 825-2101 to confirm/follow-up on receipt of their proposal.
- 3) Cost proposals shall be submitted as a separate PDF file under the proposer's name and shall be clearly labeled, "**Cost Proposal for Reconnecting Arcata**." Cost proposals will be opened before selecting the Consultant, but after the qualifications and experience of each proposer are assessed and ranked. The City may accept the highest ranked proposer's cost proposal or enter negotiations for a fair and reasonable price. If negotiations are unsuccessful, the City may enter negotiations with the next most qualified proposer.

Withdrawal of Proposal

Any proposal may be withdrawn at any time prior to the date and time fixed for the opening of the proposals by submitting a written request to the Arcata City manager. The request shall be signed by an individual authorized to bind the Consultant.

Consultant Proposals and Public Record

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

Inquiries

Questions regarding this RFQP should be submitted **in writing** to:

*Danielle Allred, Contracts and Special Projects Manager
City of Arcata, 736 F Street, Arcata, CA 95521
Email: dallred@cityofarcata.org*

Proposers are directed not to contact other City staff or members of the City Council in conjunction with this RFQP. All queries must be submitted in writing. Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFQP.

Addenda

It shall be the Consultant's responsibility to check the City of Arcata's website to obtain any addenda that may be issued for the RFQP. Addenda should be acknowledged in the Transmittal Letter.

Reference Materials

Reference Materials related to this RFQP are listed below. Those that do not include a hyperlink will be available for download within the RFQP project page at www.cityofarcata.org under "Bid."

- **City of Arcata's Reconnecting Arcata Grant Application**
- RC:H2B Resource Document: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b>
- Reconnecting Communities: Highways to Boulevards Program Guidelines:
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/rc-h2b/rch2b-program-guidelines-all1y.pdf>
- Reconnecting Communities Handbook:
<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/active-transportation-complete-streets/caltrans-reconnecting-communities-program/reconnecting-communities-handbook-final-6-2023.pdf>
- City of Arcata Pedestrian & Bicycle Master Plan (2010):
<https://www.cityofarcata.org/DocumentCenter/View/13768/City-of-Arcata-Pedestrian-and-Bicycle-Master-Plan-2010>
- Humboldt County Association of Governments' Regional Transportation Plan, VROOM 2022-2042: https://www.hcaog.net/sites/default/files/vroom_2022-2042_full_report_0.pdf

Consultant Selection Schedule

City Release RFQP	May 23, 2025
Non-mandatory Pre-Proposal Meeting	2:30 PM, June 11, 2025 , Arcata City Hall Council Chamber or Via Zoom: https://us06web.zoom.us/j/82186857230?pwd=QO4wl0yho8NNahlQIjA4zbmXj5HQw.1
Proposal Deadline	4:00 PM, June 27, 2025
Evaluation and Review	Early July 2025
Interviews, if Needed	Mid July 2025
Anticipated Contract Award, On or After	August 6, 2025

Project Introduction

The City of Arcata lies at the confluence of the US 101, State Route (SR) 299 to the north, and SR 255 to the south, which serve both as the main traffic corridors on the north coast and as the major interregional highways in Humboldt County. Built mid-century to facilitate regional transportation, these highways also pose barriers to intermodal transportation and an equitable society by restricting safe travel routes and fomenting risk of near-misses, collisions, and injuries between motor vehicles, bicyclists, and pedestrians. The neighborhood areas of Central Arcata, Valley West near the northeastern portion, and the Gateway near the southwestern portion, have been particularly impacted by US 101, SR 299, and SR 255 respectively, and are the Project Areas of focus for the CalTrans RC: H2B Reconnecting Arcata pilot project.

The overarching goal of this project is to address unsafe and inequitable conditions created by these highways by improving safe transportation and reducing economic barriers in the affected communities. This project will serve as an example of how to “reconnect communities” impaired by highway bifurcation in the North Coast Region of California, as well as the rest of the State.

The project goals will be met by working with regional stakeholders and in compliance with City and State anti-displacement policies; they include:

- Connect intermodal transportation routes,
- Reduce vehicle miles traveled and greenhouse gas emissions,
- Create affordable housing,
- Foster job creation and generate local economic opportunities,
- Increase recreational opportunities and open space,
- Enhance ecological biodiversity, and
- Promote environmental justice within each of the project areas and the surrounding region.

The project goals will be accomplished in four phases:

Phase 1A	Community Readiness
Phase 1B	Planning
Phase 2	Project Approval and Environmental Design
Phase 3	Final Design
Phase 4	Construction

Scope of Services for this Proposal

The City is seeking to enter a professional services agreement with a qualified consultant team to perform the tasks and provide the deliverables presented herein as the Scope of Services. The responding consultant team shall prepare a scope of work that includes all of the tasks listed, as well as any additional steps, milestones, or deliverables identified to facilitate Phases 1A and 1B – the Community Readiness and Planning phases of the Project. Refer to page 9 of the *Reconnecting Communities: Highway to Boulevards Program Guidelines* for more information on expectations for these two Phases.

Phase 1A: Community Readiness

The Community Readiness phase includes establishing and initiating discussions with North Coast regional stakeholders and project partners to perform preliminary planning activities and coordinating continued efforts for community involvement. For the purposes of this pilot project, the North Coast Region is from the Oregon border in the north to San Francisco Bay to the south, and as far east as the Hoopa Valley. The outcomes and deliverables of the Community Readiness phase will include:

1. Prepare a Preliminary Project Plan of the projected future phases and components of the Reconnecting Arcata project, including:
 - o Preliminary financial plan,
 - o Work with community leaders to identify local and regional stakeholders/partners and their roles, and
 - o Plan to address project goals.
2. Identification, collection and presentation of community voices and historic impact of bifurcating the city with Highways 101, 255, and 299.
3. Review prior community engagement activities by the City and community partners to address transportation connectivity.

Phase 1B: Planning

Activities and outcomes of the Planning phase will build on the Community Readiness phase to engage the community, evaluate opportunities and constraints of the project area, and develop a set of alternatives to address the project goals as they relate to regional transportation needs of the three highways. Specifically, consultants and the project team will aim to:

1. Prepare a Reconnecting Arcata Community Engagement Plan in tandem with the City and RC:H2B staff to engage local community and regional stakeholders to address the RC:H2B program goals identified in the Community Readiness Phase, including:

- a. Refine Project mission/vision statement
- b. Establish community partnerships and their roles
- c. Prepare a toolkit of the information gathered to be used for public outreach activities
- d. Prepare a Community Engagement Plan
- e. Implement the Community Engagement Plan.

2. Prepare an Existing Conditions/Opportunities and Constraints Technical Memo for each project area, related to improving transportation safety and connectivity and other community benefits, such as housing and public/community space.
 - a. Research relevant policies, plans, as well as current or anticipated development and roadway improvements that may affect the three Project Areas.
 - b. Assess the existing environmental, cultural, multi-modal, and economic conditions within the three Project Areas.
3. Develop a Conceptual Reconnecting Arcata Project Master Plan that includes the following:
 - a. Identify criteria for improved multi-modal connectivity and alternatives to improve community connectedness
 - b. Preliminary survey including right-of-way (ROW) assessment and base mapping
 - c. Long-range economic analysis of the identified alternatives
 - d. Identification of potential funding sources
 - e. Scope, schedule and budget for Phases 2 & 3 - Project Approval and Environmental Document (PA&ED) phase, and Final Design phase

The Master Plan should follow best practices and integrate with the City's existing trails/walking and biking paths planning documents.

4. Assist the City with preparation and submission of grant applications for future phases of the project.
5. Prepare and present a "RC:H2B Reconnecting Arcata Project Report" that outlines the process and results of the Community Readiness and Planning Phases and makes recommendations for creative solutions and next steps for successful implementation of the Project.

Below is a *proposed* scope of work outline for the 1A and 1B Community Readiness and Planning phases of the Project. Consultants may use this outline or present a similar scope in line with the project goals and outcomes outlined in the RC:H2B Program Guidelines and the City's grant application. All Phase 1 activities shall be aligned with Federal and State goals for reconnecting communities.

Task 1: Project Administration

The Consultant team will lead a project kick-off meeting and establish project management practices. The project kick-off meeting will include involvement from the entire Project Team to

finalize scope of work, budget, project approach, team roles, and intended outcomes. The Project Team will consist of the selected Consultant team, particular City staff (“City team”), and the City’s partner public agencies that are directly invested in the corridors that pass through the Project Areas; namely, Caltrans, Humboldt Transit Authority, and Cal Poly Humboldt will be included on the Project Team.

Arrangements and protocols for regular biweekly check-in communication will be established to include members of the Project Team. The Consultant will assist the City team by providing fiscal oversight and technical assistance with grant guidelines compliance, submitting invoices to the City for work performed, and preparing quarterly progress reports on the project to submit to Caltrans.

Task 1.1: Project Kick-Off Meeting and Project Management

- a. Lead a project kick-off meeting with the project team to review and confirm the scope of work, approach, team roles and intended outcomes.
- b. Manage project tasks, timelines, and deliverables.
- c. Maintain regular communication between project teams.
- d. Assist City staff in the creation and maintenance of a Reconnecting Arcata Project webpage on the City’s website.

Task 1.2: Prepare Detailed Budgets

- a. Work with City staff to confirm a detailed budget of the Community Readiness and Planning Phases of the Project.
- b. Draft budgets for future Phases 2-4 of the Project.

Task 1.3: Invoicing

- a. Prepare and submit monthly invoices to the City consistent with the RC:H2B grant requirements.

Task 1.4: Progress Reports to the City

- a. Prepare monthly progress reports.
- b. Prepare a final project report.
- c. Prepare Disadvantaged Business Reporting DBE reporting, as applicable.

Task 1 - Project Administration Deliverables:

Kick-off meeting with Project Team, Meeting Notes, Detailed budgets, Monthly invoices and Progress reports, DBE reporting (as applicable), and text and photos for City project webpage.

Task 2: Community Readiness

Task 2.1 Develop a preliminary project plan to address project goals, including:

- a. A schedule of phases and estimated completion of key components of the project,
- b. A preliminary financial plan, and
- c. Work with the City to identify stakeholders of the North Coast Region and their roles.

d. Develop a plan for the collection and public presentation of community voices and historical information regarding the bifurcation by the three highways, including but not limited to community leader and storyteller interviews.

Task 2 - Community Readiness Deliverables:
Preliminary Project Plan for the Community Readiness and Planning Phase
Presentation of community voices and historical information

Presentation of community voices and historical information

Task 3: Community Outreach

Task 3.1: Develop Public Engagement Strategy and Plan

In partnership with the City team, develop a community partnership strategy and marketing plan to encourage participation throughout the life of the project in several potential ways:

- a. Online engagement, including an online survey.
- b. One-on-one engagement and surveying at Cal Poly Humboldt events, and other community events and gathering places.
- c. Classroom engagement in local schools.
- d. Public walking tour of the project area.
- e. Community workshops, including small group design tables and participatory budgeting.
- f. 3-D modeling of the project area.
- g. Pop-Up Temporary Infrastructure Demonstration.
- h. Ensure continuous involvement of community members and local businesses throughout this and future phases of the project.

Confirm community engagement strategy with the City team and community partners. Maintain flexibility in approach to engagement to foster new or unique adjustments to engage as many community members as possible.

Task 3.2: Hold Community Partnership Group Meetings

The Consultant Team, in conjunction with Project Team, will convene a Community Partnership Group (CPG) – an advisory board comprised of various stakeholders' groups who will provide the City and Consultant direction on the project to help it succeed. The Consultant will be responsible for coordinating/scheduling at least four CPG meetings throughout the length of the initial phases of the project. It will be Consultant's responsibility to present to and receive direction from the CPG. The purpose of these meetings will be to: 1) review existing conditions and invite feedback on project approach and public engagement methods, 2) review and consider community feedback from public workshops and engagement activities, and 3) present the outcome of the planning process.

Stakeholder groups to be invited to participate in the CPG may include, but are not limited to:

- Affordable housing partners, such as Rural Community Development Corporation.

Local school districts and educational entities, such as Northern Humboldt Union High School District, College of the Redwoods, Cal Poly Humboldt University, and associated student advocacy groups.

- Anti-displacement partners, such as Arcata House Partnership and Comunidad Unida del Norte Arcata.
- Economic generation partners, such as the Arcata Chamber of Commerce and local businesses.
- Humboldt County Association of Governments.
- Local Tribes, namely the tribal governments of Blue Lake Rancheria, Wiyot Tribe and Bear River Rancheria,
- Ecological and environmental justice partners, including the Environmental Protection Information Center of Arcata, and the California Conservation Groups.
- Mobility, recreation and wellness partners, such as the Humboldt Transit Authority, Humboldt Bay Bicycle Commuters Association, and the Coalition for Responsible Transportation Priorities.

Task 3.3: Solicit Engagement in the Project

- a. Work with the CPG and any other community organizations and neighborhood advocates that organize within the North Coast region and engage other local agencies, county and resource agencies to plan appropriate community engagement activities.
- b. Encourage fun and engaging methods for online participation through City of Arcata's website, social media, and partner organizations' websites.
- c. Promote the project and public input opportunities through written and radio PSAs, press releases, social media, local blogs and outreach via partner stakeholder groups.
- d. Send direct mailers to key regional North Coast stakeholders.
- e. Solicit community involvement through direct interaction at key neighborhood and school events and gathering places.
- f. Engage key regional community leaders and organizations in the region and, as appropriate, present their feedback and input to, and/or involve them in the activities of the CPG.
- g. Collect and compile online and in-person feedback from engagement activities.
- h. Allow for opportunities to continue gathering public feedback after completing this initial project phase.

Task 3.4: Conduct First Series of Public Engagement Activities

- a. Host a Kick-off Community Workshop. During this workshop, the project's objectives, schedule, and input opportunities will be presented and small-group community design sessions will be hosted to gain initial input from residents. A community feedback process will be utilized to understand residents' highest priorities for their respective communities with regards to public spending and transportation improvements. The primary objective of the workshop will be to gather community concerns and highest priority needs.

- b. Facilitate a community Walking Tour and Workshop of the project area. The Walking Tour shall be held on a day/time most likely to encourage resident participation. Provision of simultaneous Spanish-interpretation should be arranged by the Consultant.
- c. Work with Community Partners Group and collect feedback.
- d. Compile community input on the project from a variety of sources and methods, including but not limited to survey responses, verbal input, written input, comments on tabletop maps and workshop posters, etc. Provide a compilation and summary of community input received and information to update the City's Project webpage.

Task 3.5: Conduct Concept Design Review Community Workshops.

After the first series of community input opportunities and the following synthesis of potential concept designs, conduct a community workshop focused on reviewing several conceptual design alternatives.

- a. Implement a one-day pop-up (or 3D mapping) infrastructure demonstration using temporary materials to demonstrate what a potential concept design could look and feel like. Secure any permits needed for such a demonstration in the public right-of-way. Conduct a workshop no later than one week after the pop-up demonstration.
- b. Conduct outreach for the workshop.
- c. Facilitate the workshop, including simultaneous Spanish interpretation.
- d. Compile public input from workshop.
- e. Assist City staff with updating the City's Project webpage with information from the Community workshops

Task 3 - Community Outreach Deliverables:

- 1) Community Engagement Strategy Plan and Implementation
- 2) Compilation of CPG input
- 3) Outreach materials, brief memo of outreach activities, .
- 4) Presentation materials and compilation of public input
- 5) Data and Photos for City's Reconnecting Arcata project webpage

Task 4: Assess Existing Conditions

The Consultant team will work with the City team to assess existing conditions and historical and cultural context of community connectivity and transit needs within the project area and the region, building on work the City has done to prepare the grant application and including survey of public spaces and cultural assessment. This task will consist of three parts outlined below:

Task 4.1 Assess Transportation Connectivity Gaps

The Consultant team, in partnership with the City team, will collect information and data from key stakeholders and the public about where the broader community within the City's area of influence is trying to go and how they would like to get there, for all modes of transit.

Task 4.2 Assemble GIS Public Space and Multimodal Transportation Data

The Consultant team, in partnership with the City team, will work together to assemble Geographic Information System (GIS) and multi-modal transportation data. Consultant will compile land use mapping and parcel line information from the City's GIS database. Consultant will research public records as applicable to compile an overall basemap map of recorded information. Such research may include, for example, records from the County of Humboldt Recorder's Office, the Humboldt County Surveyor's Office, the City of Arcata and City's surveyor, HCAOG, State of California Board of Equalization, and adjoining properties data. The Consultant will also gather available traffic volume data provided by the City, Caltrans D1 Active Transportation Plan, and relevant traffic information that is available on SWITRS and TIMS. The information collected under this task will be used to prepare GIS figures that clearly present the data and the information gathered from the previous Task 4.1 regarding public spaces and transportation connectivity gaps within the region. The data will be used to create a map for planning and community engagement. Draft maps will be reviewed by the CPG and any adaptations agreed upon by the project team made.

Task 4.2 Conduct Field Reconnaissance

The Consultant team will conduct field reconnaissance along the public ROW within the project area. The Consultant will guide and collaborate with the project team to conduct an inventory of conditions to determine existing opportunities and constraints within the project area's relevant highway overpasses over U.S. Highway 101, along City streets, and along public ROWs. CPG members may be invited to participate in part of the field visit to contribute information and observations. The Consultant will take relevant photos to assist analysis of existing conditions.

Task 4.3 Analysis of Opportunities and Constraints

The Consultant will perform an analysis of opportunities and constraints for walking and biking connectivity within the project area, and in the context of the North Coast region. This analysis will include an assessment of existing facilities and multi-modal traffic conditions, identification of significant safety concerns and gaps in the multi-modal network and public ROWs, and an assessment of high-level environmental constraints, without conducting a natural features inventory. The analysis will be determined by the criteria required for potential future grants, so that the resulting study and plan can facilitate the preparation of such application(s). Results will be presented in a technical memo and map series.

Task 4.3.A Preliminary Wetland and Botanical Constraints Assessment

The Consultant will conduct an initial field investigation along the Central Arcata, Gateway and Valley West project areas to ascertain potential wetlands and listed plant species locations within the limits of the project. This preliminary field investigation will identify potential biological resources and habitat constraints to help guide the project. The site visits to each the Central Acata, Gateway and Valley West project areas will identify potentially sensitive habitat areas for inclusion by City in the GIS mapping, accompanied by a brief narrative of the time and conditions of the assessment. This work will not include a formal wetland delineation, protocol level survey for botanical and wildlife species, or consultation with any agencies.

Task 4.3.B Current Cultural Resource Conditions and Constraints Analysis

The Consultant will conduct a Records Search of the study area to gather all previous cultural records and reports and will conduct localized research of the City of Arcata Historical Register and relevant background within the Project Areas. The Consultant team will provide a high-level analysis of historical and cultural context to identify areas of concern or constraint within the project area, along with potential mitigation options.

Task 4 - Assess Existing Conditions Deliverables:

- 1) GIS database, map series and compilation of multi-modal data
- 2) Photos from field reconnaissance
- 3) Technical memo detailing existing conditions and significant opportunities and constraints and corresponding map series covering the proposed project area.

Task 5: Review Planning Documents and Best Practices

This task includes researching and reviewing best practices for small-town, non-vehicular facilities and local planning documents pertaining to streets, walking, biking, and housing, to inform alternatives that meet reconnection goals and the next phases of the project (i.e., project approval, environmental design, final design, and construction).

Task 5.1 Research Best Practices for Small Town Walking and Biking Facilities

Consultant will research and compile best practices for context-sensitive complete streets design and walkways, including: National Association of City Transportation Officials (NACTO) design guides, Small Town and Rural Multimodal Networks (2016) and other Caltrans documents related to the project, the City of Arcata's Pedestrian & Bicycle Master Plan (2010), and the City's complete streets policy. Best practices will include innovative walkway/bikeway facilities, overpass/bridge design, and pedestrian and bicycle crossing improvements.

Task 5.2 Review Key Local and Regional Planning Documents

Consultant will conduct a review of relevant policies, priorities, and outcomes from local and regional planning documents to predict long-range effects of proposed changes to the Project Areas. The planning documents review will include Cal Poly Humboldt's facility and local housing master plans.

Task 5 - Review Planning Documents and Best Practices Deliverables:

- 1) Compilation of relevant standards and best practices and summary of relevant policies, plans, and anticipated development and/or roadway improvements that may affect reconnection goals within Project Areas.
- 2) Incorporation of this information into the Reconnecting Arcata Community Engagement Plan as an “toolkit” to be used in presentations, workshops and online surveys.
- 3) Identification of projects to be proposed during community outreach efforts and possible incorporation into the Conceptual Reconnecting Arcata Master Plan.

Task 6: Develop Conceptual Designs of Roadways, Walkway and Biking Facility Alternatives and Master Plan

The Consultant will develop conceptual designs of roadways, walkways, and biking facility alternatives for the project areas. Alternatives will be based on feedback from public engagement, the CPG, and the project team based on work completed up to this point. Alternatives will be created for:

- At minimum, two concept designs for vehicle, walking, and biking facility alternatives for the Project Areas.
- Potentially additional alternatives, based on input received from the public, the CPG and the project team.

6.1 Develop Preliminary Alternatives

Consultant team will solicit input from the public to create alternatives for the reconnection efforts and will coordinate the public and stakeholder participation process. The products of the study will be designed to be clear and informative for the public and useful for online information, web surveys, interactive input maps, workshops and pop-up events that the City Team and HCAOG may organize.

The Consultant will share the Existing Conditions/Opportunities and Constraints report and maps early in the process, along with potential “early concept” improvements and connections, so they can be incorporated into the City’s GIS program. . Consultant will develop these early concepts in collaboration with City and the CPG. Based on LIDAR topographic data and early input from the public, stakeholders, CPG, and agencies, with City support, the Consultant will prepare the concept level engineering designs for the alternative concepts, including cost estimates for Project Initiation Document (PID), Project Approval and Environmental Documents (PA&ED), Plans, Specifications and Estimates (PS&E), Right-of-Way (ROW), construction, and maintenance for the project area.

Task 6 - Develop Conceptual Designs of Roadways, Walkway and Biking Facility Alternatives and Master Plan Deliverables:
<ol style="list-style-type: none">1) Conceptual Reconnecting Arcata Project Master Plan with GIS-based conceptual road configuration and connection improvement alternatives, including 3D views or renderings to clarify concepts, and order-of-magnitude costs.2) Conduct preliminary survey including ROW assessment and base mapping.3) PowerPoint presentation of Existing Conditions/Opportunities and Constraints and preliminary improvement concepts for presentation at meetings and workshops.4) Concept level engineering designs based on available aerial photographs and LIDAR topographic data that will include the following:<ol style="list-style-type: none">a. Plan and Profile of the project corridor (3-D rendering)b. Typical sectionsc. Preliminary layouts for roadway crossings and intersection Improvementsd. Preliminary cost estimate for following project phases, which include PID, PA&ED, PS&E, ROW, construction, and maintenance.

Task 7: Preparation and Presentation of Project Report

The Consultant will prepare a report that outlines alternatives for the Project and the process for developing them.

Task 7.1 Prepare Draft Report

The report will include a project overview, compilation of best practices and technical memos, a discussion of community input and preferences, concept design alternatives, and discussion of potential funding sources and phasing strategies. The draft will be consistent with HCAOG's Regional Transportation Plan (VROOM 2022-2042, Variety in Rural Options of Mobility) and adopted City plans and Caltrans design standards. Comments and feedback will be solicited from the community and the CPG and will be addressed in the final report.

Task 7.2 Present to City Council and HCAOG Technical Advisory Committee

The Consultant will conduct two presentations of the draft plan and design concepts. One presentation will be to the HCAOG Technical Advisory Committee (TAC), during a public TAC meeting and the other will be to Arcata City Council during a public City Council meeting.

Task 7.3 Prepare Final Report

The Consultant will prepare a final Project Report. It will address feedback received on the Draft Report from City staff, the City Council, HCAOG and its TAC, CPG, and public comments. The final report will include key material for the preparation of grants and address key requirements for moving forward to the next project stages of design and environmental analysis. The selection of a preferred alternative would occur during a subsequent project stage; however, a preferred alternative could be identified as part of this study, based on assessment of performance against criteria for available grants, input from the CPG, and public input. The next stage would entail environmental analyses and detailed engineering and ROW services.

Final Report Contents:

The draft and final reports will include the following elements:

- **Introduction:** Background and overview of the project; goals and objectives; summary of study process and public/stakeholder input (from HCAOG and other Project Team members); executive summary of recommendations; overview map(s) of alternatives, and preferred alternative, if applicable.
- **Project Context:** Summary of relevant plans, policies, standards, and guidelines; summary of existing conditions, opportunities, and constraints.
- **Public Outreach:** Summary of all public outreach efforts conducted, and a compiled summary of input received for the project.
- **Alternatives Considered:** Description with maps and illustrations of alternatives considered for the project corridor, road crossings, and improvement of the corridor along connecting roads and ramps. Description of criteria and evaluation that led to refinement and narrowing of alternatives.

- Preferred Alternative(s): Descriptions and concept level plans for up to three alternatives for the project area. Plans and/or descriptions will depict and quantify ROW requirements, conceptual grading, drainage, utility and structural implications. Plans and/or descriptions will include conceptual amenities, including lighting, fencing and gates, signage, markings, and wayfinding
- Preliminary cost estimates for next phases of the project (PID, PAED, PSE, ROW, construction and maintenance), including potential funding sources and schedule.
- Implementation: Construction cost estimate; other implementation cost considerations and estimate; maintenance cost considerations and estimate; potential implementation timeline with phasing.

The report shall be organized and formatted to meet the requirements of a Project Study Report, per the LAPM Caltrans standard.

Task 7 Deliverables:

- 1) Draft RC:H2B Reconnecting Arcata Project Report incorporating all the deliverables from the above tasks into an organized, clear, complete and well-illustrated document (see *Final Report Contents* outline above).
- 2) PowerPoint presentation of the Draft Project Report for presentation at public meetings and workshops.
- 3) A Final Project Report that incorporates/responds to comments and direction received on the Draft Project Report, including original files for Word, Excel, GIS, CAD and other native formats.

Task 8: Assistance With Grant Applications

- Using the information gathered in the above tasks, the consultant will assist the project team in identifying, preparing and submitting grant applications to other potential sources for the next phase(s) of the project, such as future Federal Reconnecting Communities and Neighborhoods Grant Program, Affordable Housing Sustainable Communities, Community Development Block Grants, IGG, or any other program that could be a possible funding source for part or all of the project..
- The City desires the consultant to explore and propose interim improvements within the Project Areas that can be implemented in the short-term using current or soon to be available grant funding.

Future Phase 2: Project Approval and Environmental Design (PA&ED), including Project Initiation Document (PID)

The PA&ED activities may include environmental review, consultation, design development of up to 30% complete and/or other efforts required such as the preparation of a Project Initiation Document for Caltrans, and state, and federal environmental laws relating to the review or approval of an eligible project. Examples are completion of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents for a capital construction project, as applicable.

Future Phase 3: Final Design

Final design phase includes activities to be completed following the initial necessary feasibility studies and other planning activities. Activities may include:

- A. Right of Way (ROW) certification and permitting
- B. Detailed design development, preparation of Plans, Specifications and Estimates (PS&E) from 30% up to 90-100% complete,
- C. Contract Document package for bidding, assisting during bidding and contract award process.

Future Phase 4: Construction Management

Construction management includes administration of the construction phase for the Project including all necessary inspections and studies identified in the prior phases of the project. Activities may also include oversight of:

- A. Delivery of the mitigation impacts identified through the CEQA or NEPA process or other planning and project development for the capital construction project

Budget

Currently City is seeking proposals only for the Community Readiness and Planning phase of the Project. When the funding becomes available City may contract with the consultant for the next phases of the Project. The budget for the primary Scope of Services included in this RFQP is limited to the funds provided through Caltrans RC:H2B State Pilot Program. The selected consultant will be required to complete project requirements within the scope of these available funds. The maximum contract price available for the listed tasks is \$3M, with a contract performance period from the date of contract execution, following contract award by the City Council award - anticipated in August 2025 - through April 2027. There is a chance the project budget will be reduced, in which case the Consultant's scope will be reduced proportionately.

Proposal Format

See Appendix B for detailed proposal requirements.

- Transmittal Letter
- Executive Summary
- Organization and Approach to completing project
- Scope of Work
- Schedule of Work; showing all critical paths and key milestones
- Consultant Qualifications & Experience, please include samples of your work.
- Sub-consultant Information & Scope (If Any)
- Cost Proposal corresponding to the proposed scope of work (submitted separately)

The proposal shall include a transmittal letter signed by an individual authorized to bind the consultant and shall contain a statement that the proposal is a firm offer in effect for 180 days.

It is important that the consultant address and/or acknowledge all items presented in this Request for Proposal, **and the corresponding Proposal Requirements (Appendix B)**, as well as provide any pertinent information that may be helpful in the evaluation of consultant proposal by the City. It is not necessary to submit affidavits, certificates, or proof of insurance coverage with the proposal, but this information may be submitted if desired.

General Requirements and Authority of the City of Arcata

Each respondent submitting a proposal acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the respondent's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the respondent. In addition, each respondent acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the City.

All reports, studies, information, data statistics, forms and other materials produced under the agreement between the City and the successful consultant shall be the sole and exclusive property of the City of Arcata and may not be used or reproduced in any form without the express written permission of the City.

While operating in good faith, the City retains the right to reject any and all proposals, or parts of proposals for any reason whatsoever. Regardless of the award, the City is not responsible for costs related to responding to this RFQP. In addition, the proposal and other materials provided to the City in relation to this RFQP will become the property of the City.

The City reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, with the intent of defraud, or any other illegal practice on the part of the respondent.

The firm selected shall notify the City of any possible conflict of interest prior to performing work requested by the City.

Contract

If selected, the consultant will be required to enter into a written contract with the City on a form approved by the City Attorney. A sample of the approved Professional Services Agreement is provided as **Appendix C**. Note that the contract provisions include compliance with California State Prevailing Wages requirements. Any executed agreement for services by and between the City and Consultant requires formal City Council approval. This RFQP and the selected Consultant proposal, or any part thereof, may be incorporated into and made part of the final contract.

The laws of the State of California shall govern the contract executed between the successful Respondent and the City and any interpretations or constructions thereof. Further, the place of performance and transactions of business shall be deemed to be in the City of Arcata, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California and more specifically, in Humboldt County.

The successful Respondent must obtain a valid City of Arcata Business License on or before commencement of work on the project.

Insurance Requirements

If selected, the consultant will be required to meet the insurance requirements outlined in the sample City contract (**Appendix C**).

Contract Exceptions

Include any proposed exception or changes to the sample contract (Appendix C) in your response. Any proposed exceptions or changes to these provisions will be subject to City approval. If no exceptions are included, the City will expect the proposer to be able to sign the City's contract.

Evaluation Criteria and Selection Process

All technical proposals will be evaluated by the City of Arcata Selection Committee (Committee). The Committee may be composed of City of Arcata staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to consideration of any single factor, such as cost.

All contacts during the evaluation phase shall be through the City of Arcata Contracts and Special Projects Manager. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The selection process may include oral interviews with the top-ranked firm(s). Interviews will be held solely at the discretion of the Committee and after the initial proposal scoring. Consultants will be notified if the Committee desires to schedule an interview with them, and if any additional information that may be required to be submitted.

Consultant selection and award of contract will be made based on the respondent receiving the most points based on the following:

- Qualifications and Approach (35 POINTS)
- Scope of Work, Schedule of Work, and Project Understanding (30 POINTS)
- Capacity to perform, past performance on similar projects, and references (25 POINTS)
- Completeness and Organization of Proposal (10 POINTS)

The City may request additional information while reviewing the proposals.

These Evaluation Criteria are further clarified below:

Staff Qualifications and Approach (35 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services of like projects.
- b. Roles and Organization of Proposed Team
 - o Proposes adequate and appropriate disciplines of project team.
 - o Some or all of team members have previously worked together on similar project(s).
 - o Overall organization of the team is relevant to City of Arcata needs.
- c. Project and Management Approach
 - o Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - o Team successfully addresses Site Planning and Programming efforts.
 - o Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - o Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - o Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the City of Arcata
 - o Team and its leaders have experience working in the public sector and knowledge of public sector process for design, planning, procurement and permitting.
 - o Team leadership understands the nature of public sector work and its decision-making process.
 - o Proposal responds to need to assist the City of Arcata during the project.
- f. Cost Control and Budgeting Methodology
 - o Proposer has experience managing cost and budget, and general cost estimating.

- Evidence of successful budget management for a similar project.

Scope of Work, Schedule of Work, and Project Understanding (30 points)

- a. Detailed Scope of Services is provided
 - Proposed scope of services is appropriate for all phases of the work, including:
 - Proposed methodologies to be used in the collection and presentation of the current community voices and historical information regarding bi-furcation of the Project Areas by the three highways, as described in Task 2.1.d.
 - A visual representation of the organization and structure of the various Teams and Groups involved in the Project.
 - Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - Deliverables are appropriate to schedule and scope set forth in the RFQP.
- c. Schedule shows completion of the work within or preferably prior to the City of Arcata overall time schedule.
- d. The schedule serves as a project timeline, stating all major milestones and required submittals for project management.
- e. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQP.
- f. The schedule includes appropriate milestones and allows time for the City to review deliverables at appropriate intervals.
- g. Proposal demonstrates that the proposing firm has a strong understanding of the project, the work completed to date, the project objectives moving forward, and the sequence and/or steps required to complete the project.

Capacity to Perform and Past Performance on Similar Projects/References (25 points)

- a. Proposer has performed similar work, and previous contracting agencies would recommend the consultant for this work.
- b. The proposer has demonstrated project understanding, ability to project manage, innovative ideas, critical issues and/or solutions, and accurate methods to apply during the project.

Completeness and Organization of Proposal (10 points)

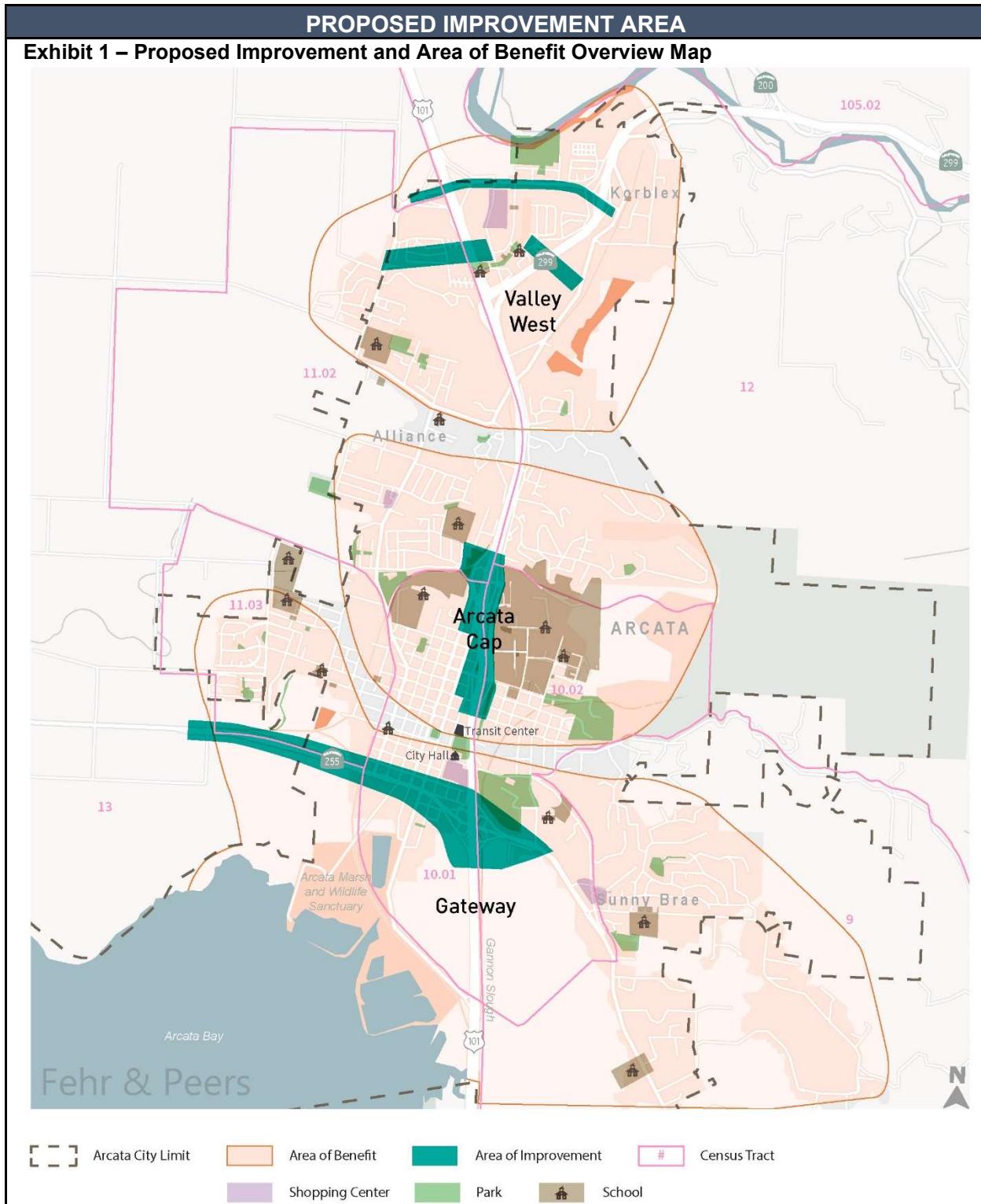
- a. Responses must be complete and include the requirements identified within this RFQP and subsequent addenda.
- b. The proposal demonstrates ability to communicate and present information in a clear and concise manner.

APPENDIX A - PROJECT AREA MAPS

Lead Applicant: City of Arcata Project Name: Reconnecting Arcata- The Arcata CAP

RC:H2B

Attachment B: Proposed Improvement Area Map

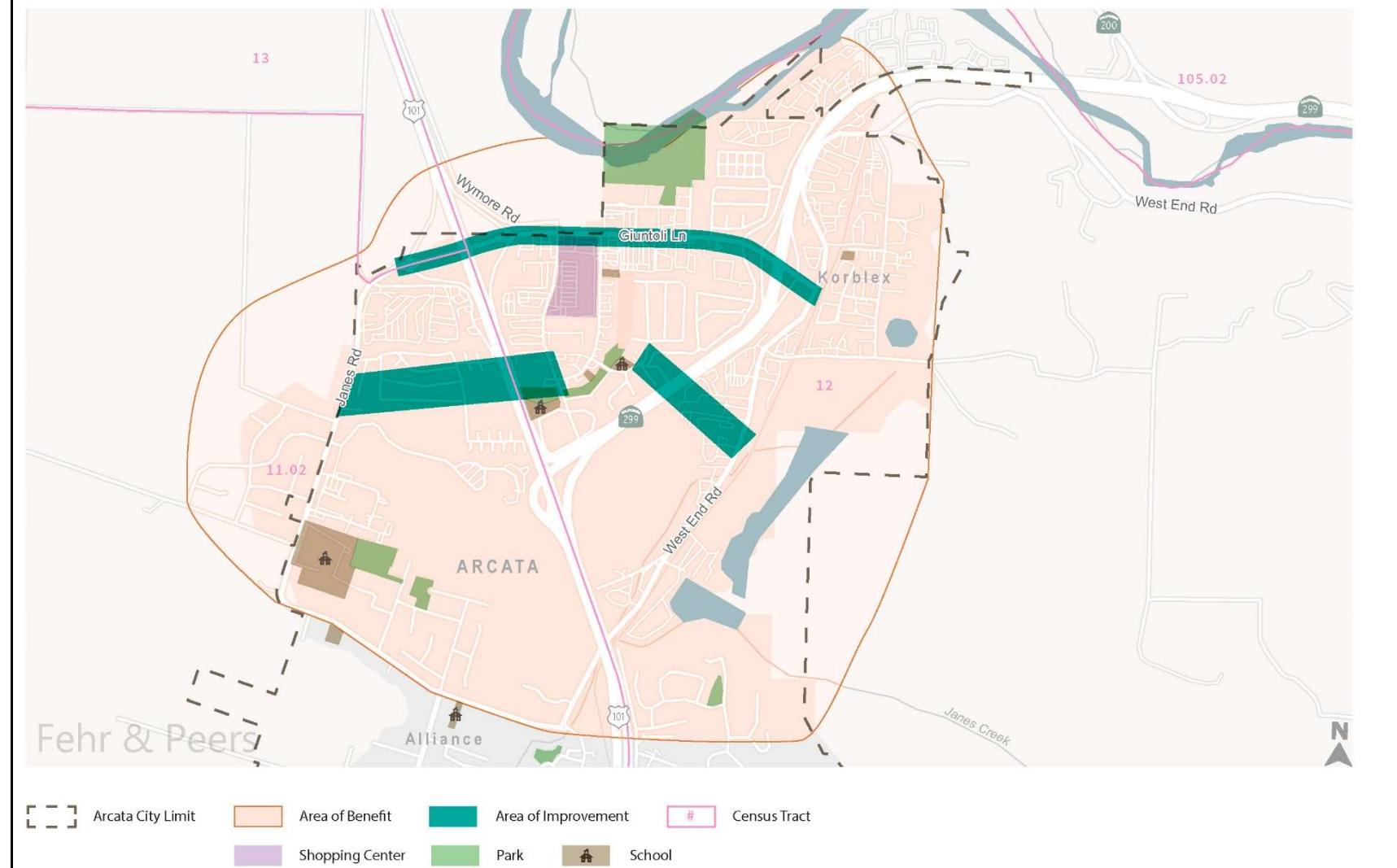


APPENDIX A - PROJECT AREA MAPS

Lead Applicant: City of Arcata Project Name: Reconnecting Arcata- The Arcata CAP

PROPOSED ADDITIONAL IMPROVEMENT AREA A – VALLEY WEST

Exhibit 2A – Valley West Subarea Proposed Improvement and Area of Benefit Overview Map

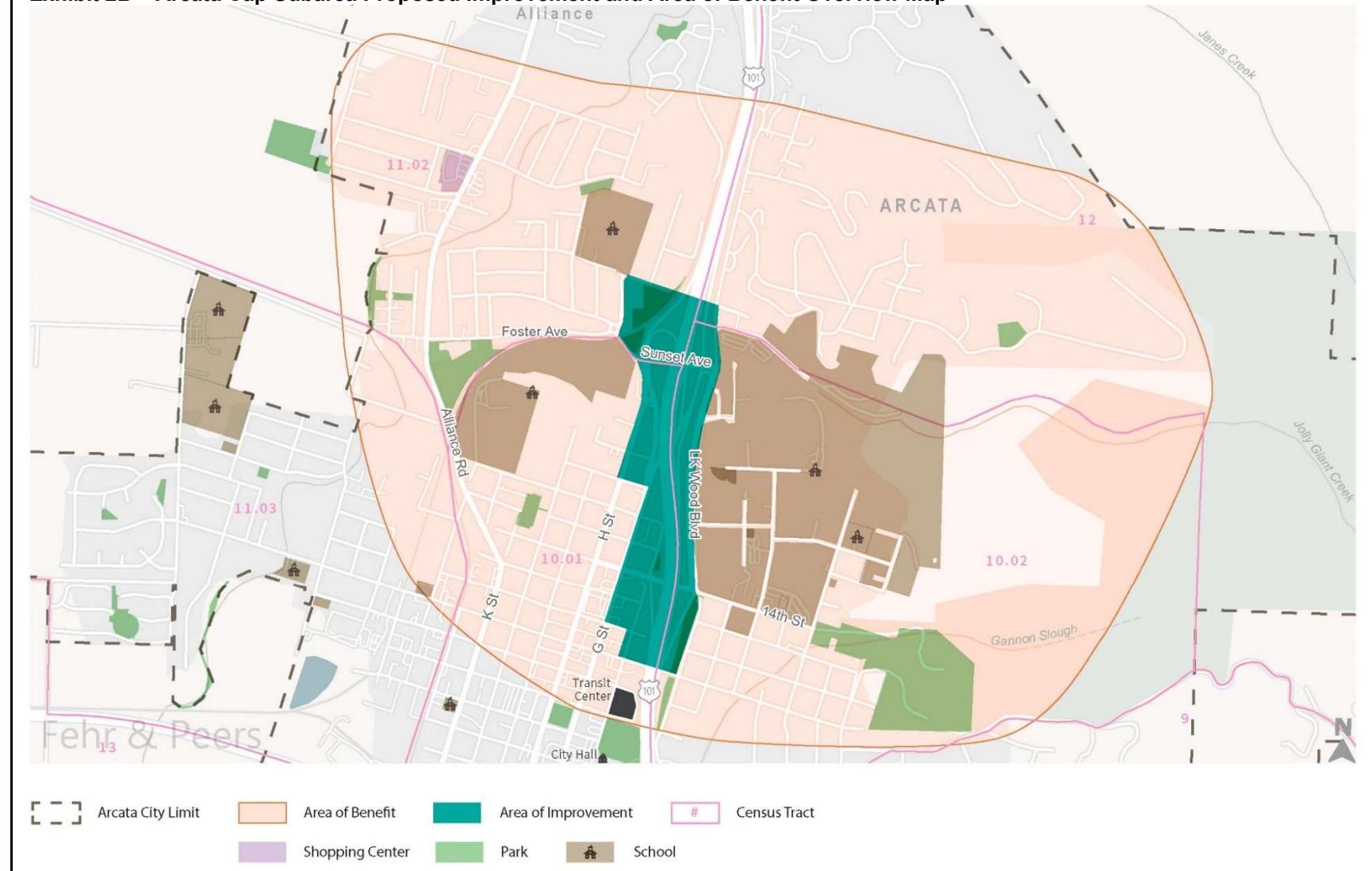


APPENDIX A - PROJECT AREA MAPS

Lead Applicant: City of Arcata Project Name: Reconnecting Arcata- The Arcata CAP

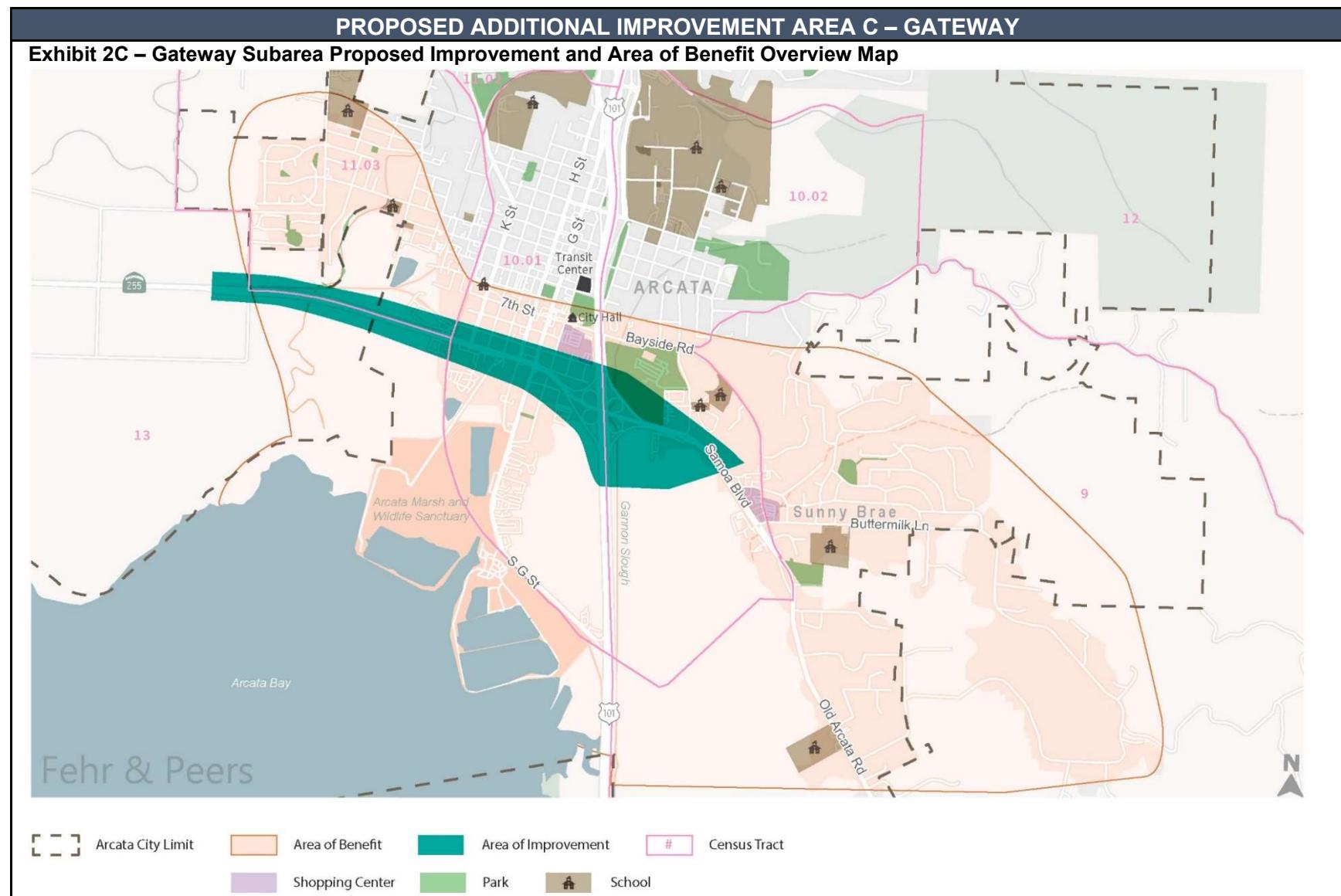
PROPOSED ADDITIONAL IMPROVEMENT AREA B – ARCATA CAP

Exhibit 2B – Arcata Cap Subarea Proposed Improvement and Area of Benefit Overview Map



APPENDIX A - PROJECT AREA MAPS

Lead Applicant: City of Arcata Project Name: Reconnecting Arcata- The Arcata CAP





APPENDIX B – PROPOSAL REQUIREMENTS

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

Proposals shall contain the following information in the order listed:

1. Transmittal Letter

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

Danielle Allred
Contracts & Special Projects Manager
736 F Street
Arcata, CA 95521

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

The letter shall be signed by an individual authorized to bind the consultant, and shall contain a statement to the effect that the proposal is a firm offer in effect for 180 days.

2. Executive Summary

3. Organization and Approach

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

4. Scope of Work

- a) Include a detailed Scope of Work Statement describing all services to be provided.
- b) Describe project deliverables for each phase of your work.
- c) Describe your cost control and budgeting methodology for this project.

5. Schedule of Work

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

6. Consultant Qualifications & Experience

The City of Arcata will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

- a) Contracting agency
- b) Contracting agency Project Manager
- c) Contracting agency contact information
- d) Contract amount
- e) Funding source
- f) Date of contract
- g) Date of completion
- h) Consultant Project Manager and contact information
- i) Project Objective
- j) Project Description
- k) Project Outcome
- l) Overall Project budget estimates at start of project, and final project budget
- m) Consultant contract amount at start of work, and final contract amount

7. Sub-Consultant Information & Scope (if any)

- a) Provide description of the roles/duties for sub-consultant.
- b) Provide a minimum of two (2) reference projects performed within the past five (5) years.

8. Certification as Disadvantaged Business Enterprise (DBE)

- a) Provide verification of Consultant or Sub-consultant as DBE, MBE, or WME.

9. Cost Proposal

The cost proposal shall be submitted as a separate PDF File. Consultant shall provide a cost proposal for the Scope of Services for Phases 1A and 1B. The cost proposal shall include the hourly rates and reimbursement schedule, valid for the entire contract period, for each classification of anticipated reimbursements. The Cost Proposal should include a basic estimate of the number of labor hours anticipated for each personnel assigned to the Project on a per-task basis, and a list of all employees and professionals, including subconsultants (if any) to be assigned to the tasks. If consultant intends to charge a markup on subconsultant work, that should be clearly stated within the fee schedule. Respondents should include all other costs that may be applicable to any extra services or "optional tasks" proposed that the Respondent feels necessary to the success of the Project.

Appendix C – Sample Contract

Purchase Order No._____

CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT WITH FOR RECONNECTING ARCATA PROJECT T- PHASE 1A & 1B

This Agreement is made on _____ between the City of Arcata, a municipal corporation (referred to as "City"), and _____, a _____ (referred to as "Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

WHEREAS, the City desires professional services to assist in certain work described briefly as _____ referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the City desires to retain Consultant for such Services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. **Recitals:** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 29 of this Agreement, Sections 1 through 29 shall prevail.
2. **Scope of Services:** Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement. Any request for Services not included in Exhibit A will be considered a request for additional or modified Services ("Modification" or "Modifications"). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.
 - A. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in Exhibit A. If such Modifications cause an increase in the cost or time required for performance of Consultant's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the rates to be paid to Consultant. The Services shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance, or such other terms or conditions mutually agreed upon by the Parties.
 - B. **Consultant Requested Modification in Services.** Consultant shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:
 - i. Consultant provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (i) be supported by substantial evidence that the work is outside the Services; and (ii) set forth the Consultant's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; and

Appendix C – Sample Contract

- ii. City agrees that the work requires a Modification;
- iii. The Parties execute a written amendment to this Agreement describing any Modification. Compensation for any additional Services shall not exceed _____ Dollars (\$_____) per hour.

3. Standards of Performance:

- A. *Standard of Care.* The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Accuracy of Services.* City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- C. *No Conflict of Interest.* Consultant represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.
- D. *Special Conditions.* Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; _____ No Special Conditions.
- E. *Special Insurance Conditions.* Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required:
_____ Special Insurance Conditions; _____ No Special Insurance Conditions.

4. Compensation for Services, Payment:

- A. *Compensation.* City shall pay Consultant as set forth in Exhibit A, not to exceed \$_____.
- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to the person and address specified by the City's Designated Representative no more than once per month and no later than the _____ day of each month.
- C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within _____ days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by Consultant's Designated Representative.
- D. *Withholding of Payment.* The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.
- E. *No Waiver of Claims.* The granting of any payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including, but not limited to, cases

Appendix C – Sample Contract

where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

5. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until _____. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Section 2 of this Agreement. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Extension of Agreement.* Parties may elect to extend this Agreement for an additional period of time by executing an Amendment in accordance with Section 13.
- D. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.
 - 2) Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Consultant did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience. Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Consultant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Consultant. City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement.
 - 3) Project Suspension or Termination for Convenience. The City may for any reason and at any time suspend indefinitely the Services and/or Terminate the Project, or any part thereof, upon written notice to Consultant. In the event City shall give such notice of termination, Consultant shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement for convenience before Consultant commences any Services hereunder, City shall not be obligated to make any payment to Consultant. If City terminates this Agreement after Consultant has commenced performance under this Agreement, City shall pay Consultant the reasonable value of the Services rendered by Consultant pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services. Consultant shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Consultant prior to

Appendix C – Sample Contract

termination. Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Consultant after the date of the notice of termination.

This Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

- E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.
6. **Independent Contractor:** Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Consultant shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Consultant shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Consultant.
7. **Indemnity:** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

8. **Insurance:** Consultant shall procure and for the duration of this Agreement insurance against claims for injuries

Appendix C – Sample Contract

to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees; and shall provide Certificates of Insurance as specified below. If Special Insurance Conditions are contained in Exhibit C, said conditions shall control.

Coverage shall be at least as broad as:

- A. *Commercial General Liability (CGL):* Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- B. *Automobile Liability:* ISO Form Number CA 00 01, covering Code 1 (Any Auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned). Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If City approves Consultant or Consultant’s employees use of personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California, with Statutory Limits, on a state-approved policy form, and Employer’s Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification that it has no employees.)
- D. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop-down provision providing 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 of” basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub-contractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
- E. *Professional Liability or Errors and Omissions Insurance, As Appropriate:* written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy and must specifically include work performed under this Agreement. The policy limit shall be no less than \$2,000,000 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 retroactive date shall be on or before the effective date of this Agreement.
- F. *General Conditions Pertaining to Insurance:* The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

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- a. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 7 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- 3) For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- 4) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- 5) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.
- 6) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.
- 7) Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. Consultant agrees to require that all subcontractors and sub-subcontractors do likewise.
- 8) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.
- 9) All coverage types and limits required are subject to approval, modification and additional requirements by the City, 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 the City's protection without the City's prior written consent.
- 10) The City reserves the right at any time during the term of the Agreement 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 City will negotiate additional compensation proportional to the increased benefit to the City.

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- 11) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
- 12) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
8. **Subcontracting:** No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:
 - A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. **Ownership of Work Product:** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Consultant or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Consultant or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Consultant may retain and use copies of such Products for reference and as documentation of its experience and capabilities. All Products shall become the property of City irrespective of where located or stored, and Consultant agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Consultant's Services hereunder. Consultant shall have no ownership interest in such Products. All work product of Consultant under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in Exhibit A. All work product of Consultant under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in Exhibit A.
10. **Permits and Licenses:** Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.
11. **Conformity with Law and Safety:** Consultant shall observe and comply with all applicable laws, ordinances, codes, regulations, and permits of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the

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Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes, and regulations, including the administrative policies and guidelines of City pertaining to the work. Consultant's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify City Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) Name and address of the injured or deceased person(s); (b) Name and address of Consultant's subcontractor, if any; (c) Name and address of Consultant's liability insurance carrier; and (d) A detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Consultant shall immediately notify City Manager.

12. Confidentiality: Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Consultant may be directed or advised by the City's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Consultant may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Consultant shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

13. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
14. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
15. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
16. Designated Representatives. Consultant and City designate the following specific individuals to act as

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Consultant's and City's representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 17 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

Consultant Designated Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

17. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

Notice to City:

Name: Merritt Perry
Title: City Manager
Address: Arcata City Hall
736 F Street
Arcata, CA 95521
Email: citymgr@cityofarcata.org
Fax: (707) 822-8018

Notice to Consultant:

Name: _____
Title: _____
Address: _____

Email: _____
Fax: _____

18. **Governing Law:** This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

19. **Disputes.** City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

20. **Entire Agreement.** This Agreement together with the exhibits identified below constitutes the entire Agreement between City and Consultant for the Services and supersedes all prior written or oral understandings.

21. **Nondiscrimination.** During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

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22. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
23. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
24. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
25. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
26. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work, Compensation
- Exhibit B: Special Conditions
- Exhibit C: Special Insurance Conditions

With the exception of Exhibit C, in the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto. In the event of conflict between the provisions contained in Section 7 of this Agreement and those in Exhibit C, if any, the Exhibit C Special Insurance Conditions shall control.

27. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.
28. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

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IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:

By: _____

Merritt Perry
City Manager

Date: _____

Insurance and procurement approved:

By: _____

Danielle Allred,
Contracts and Special Projects Manager

CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

Employer ID#: _____