

REQUEST FOR PROPOSALS

INSERT PURPOSE

SRTA Solicitation Number: S-00027

Issued:	November 13, 2023.
Contract Capacity:	Estimated budget of up to \$1,100,000 Phase 1 – up to \$400,000 guaranteed Phase 2 – up to \$700,000 not guaranteed, Pending future grant awards and SRTA Board of Directors approval)
Performance Period:	Project to be completed by June 30, 2027.
Payment Method:	Cost Reimbursement
Submissions Due:	3:00 p.m. PST on Monday, December 4, 2023
Contact Person:	Keith Williams, AICP, Senior Transportation Planner

Interested applicants must [subscribe](#) to SRTA's bid posting webpage to receive notices when information and possible RFP addenda become available.

Shasta Regional Transportation Agency
 1255 East Street, Suite 202
 Redding, CA 96001
 (530) 262-6190



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Procurement Summary

The Shasta Regional Transportation Agency (SRTA) seeks proposals (35 pages or fewer) from qualified consultants to prepare public outreach, conceptual drawings, grant applications, and supporting documents for walking and biking facilities (for all ages and abilities) for competition in California's Active Transportation Program (ATP) and other grant programs.

This project is funded with SB1 formula funding and may include California State Highway Account funding if successfully augmented by a Caltrans Sustainable Transportation Planning Grant. The estimated contract award budget is \$1,100,000 (**Up to \$400,000 has been approved by the SRTA Board of Directors. An additional \$700,000 may be available if SRTA receives future grant funding and is approved by the SRTA Board of Directors**). Work on Low-Stress Shasta is expected to be complete by June 30, 2027.

About the Shasta Regional Transportation Agency (SRTA)

SRTA Board of Directors

Board Member	Affiliation
Mark Mezzano, Chair	City of Redding
Patrick Jones, Vice Chair	Shasta County, District 4
Tenessa Audette	City of Redding and Redding Area Bus Authority
Kevin Crye	Shasta County, District 1
Mike Gallagher	City of Anderson
Chris Kelstrom	Shasta County, District 5
Greg Watkins	City of Shasta Lake

SRTA Partners

Caltrans, District 2
City of Anderson
City of Redding
City of Shasta Lake
County of Shasta
Redding Area Bus Authority (RABA)
Dignity Health Connected Living (DHCL)
Healthy Shasta
North State Super Region (NSSR)
Pit River Tribe
Redding Rancheria (Yana, Wintu, Pit River)

Shasta Regional Transportation Agency (SRTA) is the designated Metropolitan Planning Organization (MPO) for the Shasta County region. Member agencies are the cities of Anderson, Redding, and Shasta Lake; the county of Shasta; and the Redding Area Bus Authority (RABA). Information regarding SRTA, regional plans and programs, and this procurement are available online at www.sрта.ca.gov.

Project Background

Background

SRTA, delivering agencies, and key partners in the Shasta Region have developed a strategic plan for a safe, comfortable, intuitive network of key active transportation corridors, called “Trunk Lines” (see pp. 3-7 of the [GoShasta Regional Active Transportation Plan](#), and conceptual map below).

Based on public input from the regional GoShasta planning effort, delivering agencies and partners are working to identify facilities for these corridors as well as connecting facilities and any other improvements to walking and biking conditions. Trunk lines are high-comfort, high-volume walking and biking facilities likely to compete well in the

Figure 1 Trunk Lines

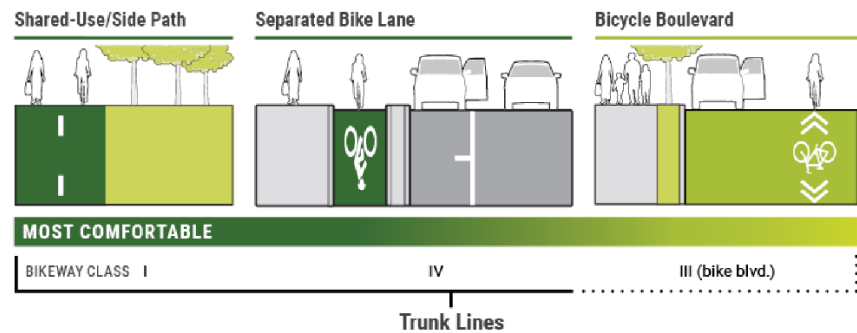


Figure 2 Conceptual Trunk Line Network



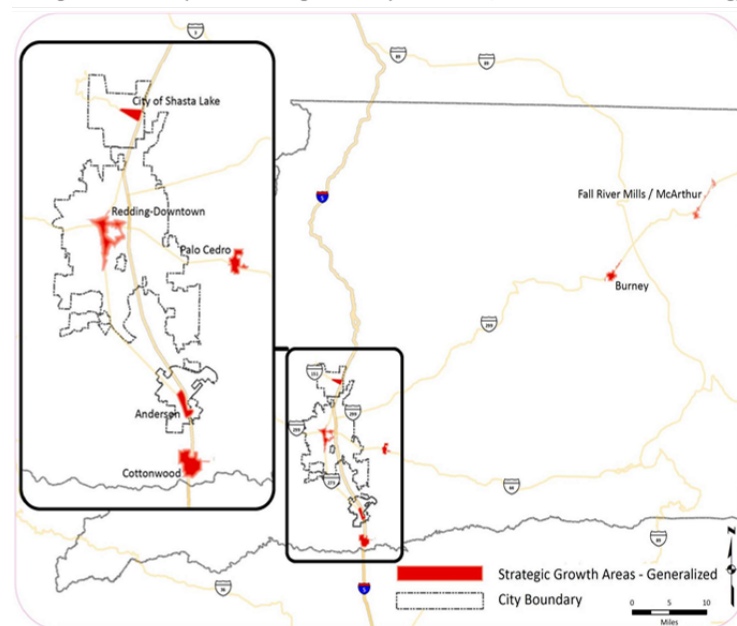
state Active Transportation Program. They will serve the region's strategic growth areas (SGAs), which focus on job growth, increased housing density, mixed-use infill and redevelopment, and multi-modal infrastructure, services, and programs. These facilities will ideally integrate active transportation infrastructure with affordable housing and/or mixed-use developments. The low-stress facilities will equitably connect users of all ages, abilities, and backgrounds to major destinations within and between the region's strategic growth areas and disadvantaged communities. Facilities that connect these corridors to the rest of the active transportation network play an important role, and grants from other programs (Urban Greening Grant Program, Environmental Enhancement & Mitigation Program, Transformative Climate Communities, Clean California, Highway Safety Improvement Program, etc.) will help fund those projects. All facilities will build off improvements already made by delivering agencies and partners and will be informed by not just the GoShasta Plan, but also by relevant downtown plans, General Plan circulation elements, etc.

Construction of a low-stress active transportation network is dependent on competitive grant funding. The Active Transportation Program (ATP) is the primary source of active transportation funding in California, is very competitive, and includes an intensive application effort such that delivering agencies in the Shasta Region only have capacity to submit a couple applications per grant cycle, if at all. To maximize the competitiveness of ATP applications from the region, SRTA is supporting local agencies' and partners' efforts to increase the number and quality of applications, focusing on large, transformative projects that would be both competitive and justify the substantial resources involved with submitting applications. While SRTA's support will lead to the development of applications for competition in the ATP *and* other grant programs with active transportation project awards, it is the ATP that sets the bar for grant application quality. Consequently, SRTA is soliciting proposals from consultants or teams of consultants with successful ATP track records and experience in:

1. Developing and executing multifaceted public engagement strategies (including but not limited to social media campaigns and content, visualizations, surveys, corridor segment renderings, project boards, etc.), including targeting schools, transit passengers, and residents of different types of housing (assisted living, affordable, nursing, etc.);
2. Engaging and partnering with Caltrans;
3. Partnering with community organizations to conduct public engagement (including, but not limited to, temporary built-environment demonstrations, charettes, public meetings, and community events)
4. Integrating and/or implementing wayfinding best practices into active transportation projects;
5. Preparing conceptual drawings (Caltrans Project Study Report (PSR)-Equivalent) and cost estimates in consultation with delivering agencies, partners, and SRTA, and informed by on-site analysis (including identification of corridor constraints and potential remediation strategies) and public engagement;
6. Writing clear, competitive ATP grants (experience with active transportation grants from other programs is a plus);
7. Reviewing ATP grants (experience with active transportation grants from other programs is a plus); and

- Delivering agencies and partners will work with the consultant team on developing the proposed scopes of work, schedules, estimates, and plans for the individual active transportation projects' grant applications, and must approve these, prior to submitting the applications agreed upon by SRTA and those agencies and partners.

Strategic Growth Areas (source: 2018 Regional Transportation Plan/Sustainable Communities Strategy)



The county is home to approximately 182,000 residents, about 80% of which live in the south-central urbanized area along I-5. There are a few key urbanized zones that are reflected in the region's SGAs. The SGAs include the cities of Anderson, Redding and Shasta Lake along with the unincorporated communities of Cottonwood, Palo Cedro, and Burney. Redding is the county seat and the region's primary socio-economic center.

Figure 3 – Strategic Growth Areas

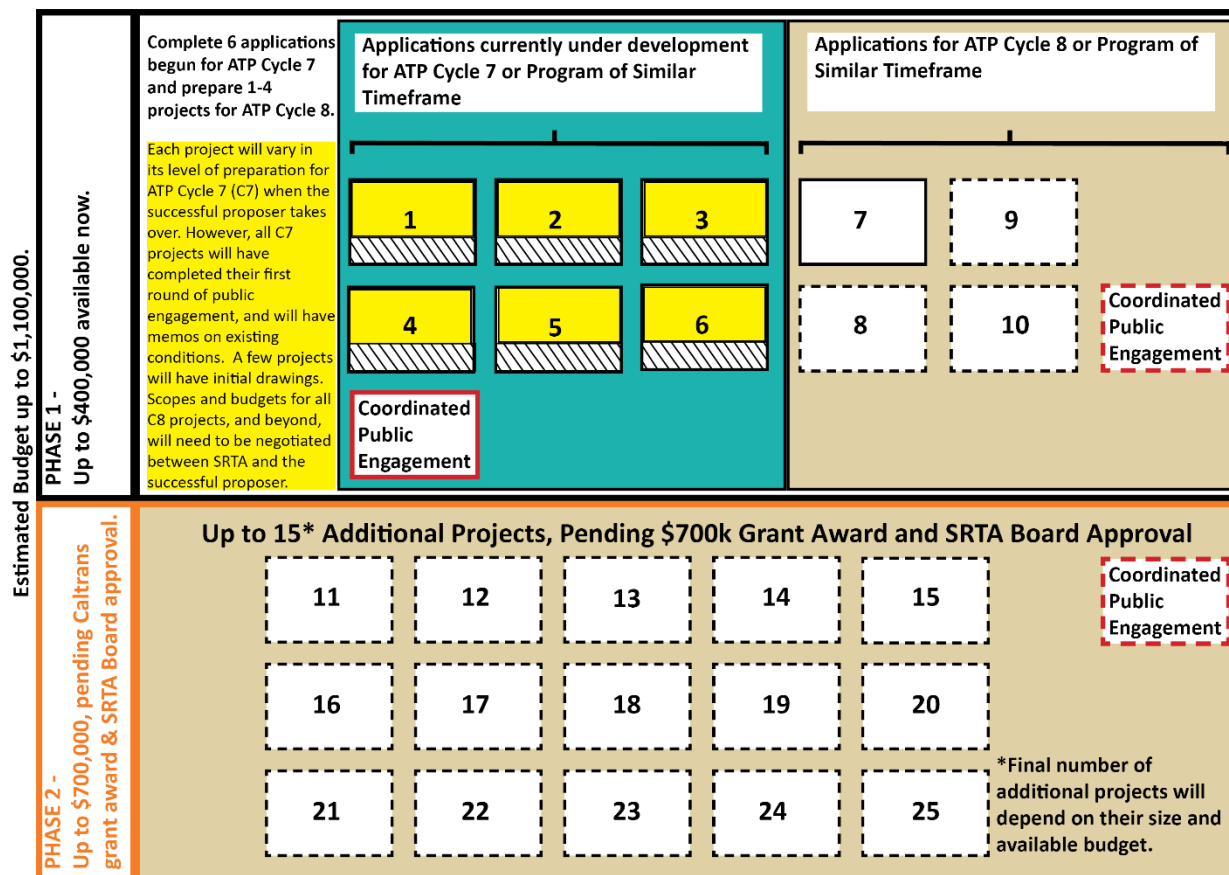
The urbanized areas in the region comprise both flat areas and rolling hills, making active transportation sometimes a daunting alternative to personal automobiles, particularly on higher-stress facilities. The primary physical barriers to active transportation in the region include the Sacramento River, several highways, and the railroad.

About Your Proposal

Project Scope of Work

SRTA is seeking qualified consultant(s) to develop creative proposals for public engagement, conceptual designs, and grant writing for key low-stress corridors (trunk lines), feeder routes, and other active transportation facilities. The following scope of work and deliverables represent minimum needs that proposals must address. The contract between SRTA and the consultant, including the Low Stress Shasta (LSS) scope of work, together, will serve as a master agreement and general authorization to (1) complete unfinished work authorizations (for ATP Cycle 7) carried over into this scope of work and to (2) create new work authorizations and complete their work for new local partner projects based on services outlined in this scope of work for future grant efforts (e.g., ATP Cycle 8 and beyond). At present, \$400,000 in regional funding has been authorized for Phase 1 work (see diagram below). SRTA intends to apply for up to \$700,000 in grant funding from Caltrans, which, if awarded and approved by the SRTA Board of Directors, would increase the number of projects to be completed for Phase 2. The diagram below provides a visual representation of the use of approved LSS funding and anticipated LSS funding.

Low Stress Shasta



While preparation of 15-25 grant applications is anticipated, the precise number of applications developed will be determined on a rolling basis in close communication with SRTA, local agencies, and partners. As needs are identified, SRTA and the consultant will develop tasks and negotiate budgets for work authorizations derived from the scope of work below. Rates provided in the consultant team’s proposal will be used to negotiate each work authorization’s budget. Each work authorization allows for cost reimbursement up to a not-to-exceed price based on completion of deliverables.

The exception to this format is the current work authorizations carrying over into LSS. Appendices to this RFP are provided to share the scopes of work and budgets already determined for these work authorizations as well as the work authorization that delivers public engagement for the projects. Consultants submitting LSS proposals will need to account for the estimated remaining workload for six ATP C7 applications currently under development (see table below) and potential budgets for any ATP C8 projects or beyond when determining how many projects they may realistically provide assistance for.

Estimated Work Completed on Tasks for the Six Phase 1 Work Authorizations Being Developed for ATP Cycle 7.	
Tasks	% Completed by 1/2/2024
Engagement and Partner Communication	
Opening event	100%
Approximately 3 task force meetings	60%
Up to 5 pop-up workshops	20%
Optional temporary built environment demonstration projects (as desired by local partners; no requests currently)	N/A for now.
Closing event	0%
Baseline Data Collection	
Existing plan review	100%
Existing conditions review	100%
Walk audit	100%
Project Development	
Conceptual Corridor Alignments and layouts	60%
Alignment and layout recommendations (including preliminary cost estimates)	15%
Potential traffic operations analysis (no requests currently)	N/A for now.
Grant Writing	
1 st Review and SRTA/partner feedback	0%
2 nd Draft reviewed by expert review panel followed by SRTA/partner feedback	0%
Final Draft and SRTA/partner feedback	0%

Low Stress Shasta Projects		
1	Victor North	Project applications currently being prepared and requiring completion under Low-Stress Shasta.
2	Hilltop Expansion	
3	COSL Community Link Project	
4	Burney AT Network Expansion	
5	Jenny Creek Trail of Lights	
6	Loma Vista	
7	Redding to Palo Cedro Connection	Projects tentatively planned for Low Stress Shasta.
8	Railroad Avenue	
9	Shasta View Drive	
10	Rancho Road	
11	Park Marina - Garden Tract Traffic Calming	
12-25	Additional Projects	Final Number of projects will depend on their size and available budget.

Submitted proposals must include the tasks outlined below.

1. Project Administration

This task is necessary for the routine processing of invoices, as well as quarterly reports to Caltrans (pending grant award).

Task 1.1: Invoicing

Routine invoicing specific to individual work authorizations.

Responsible Party: SRTA, Consultant

Task 1.2: Reporting

Quarterly reports to Caltrans.

Responsible Party: SRTA

Task #	Deliverable
1.1	Invoices
1.2	Quarterly reports

2. Public Engagement and Stakeholder Communication

Task 2.1: Project Administration

Conduct project team meetings and communication. Establish a schedule of at least six meetings or conference calls, as needed, with SRTA and project partners to review ongoing work; discuss upcoming tasks; schedule engagement events, etc.; and ensure clear, open interagency communication and coordination. SRTA and consultant will

meet once or twice a week, as determined by demand, to discuss project administration and development, and the consultant will deliver action notes from those meetings. The consultant engineer shall liaise with engineers from delivering agencies as warranted by project development, including but not limited to public input that may inform facility selection and design.

Responsible Party: SRTA, consultant

Task 2.2: Public Engagement

Propose creative, multifaceted strategies for engaging the public in person and online. At a minimum, these should include traditional approaches such as public engagement campaigns (including schools) and content for series of social media posts, postcards, flyers, physical and online surveys, visualizations, project layout boards, etc. However, unconventional approaches such as videos, youth ambassadors, and/or other creative ideas should also be proposed for integration into the overall strategy.

There should be 2-4 different public engagement opportunities such as events and/or neighborhood focus groups per active transportation project, ideally piggybacking with on-going, in-person and online community events. Event planning and participation should include other organizations (e.g. community organizations, church groups, Healthy Shasta, community centers, etc.). Events may be combined with stakeholder interviews, site visits, etc. **The consultant team should reserve a budget line item to provide direct support for community organizations to maximize efforts to engage disadvantaged communities.** The type of organization may be determined after contract award, depending on each active transportation project location.

Physical and online engagement materials should include Spanish translations. Spanish language translation will be offered for public engagement meetings if needed. Residents from engagement events should be encouraged and motivated to speak at final presentations (see Task 6.3).

Consultant engineers and grant writers will be expected to join planners on at least two visits to the region to participate in corridor audits for each application and to become familiar with general sentiment at public engagement events.

Responsible Party: SRTA, consultant

Task 2.3: Temporary Built Environment Demonstrations

Reserve a line item from the budget to provide direct support for community organizations to set up, manage, and remove temporary built environment demonstrations. The type of organization may be determined after contract award, depending on each active transportation project location. Depending on each community organization's level of experience, the consultant will provide training, as demand warrants, to set up temporary cycle tracks, bulb-outs, parklets, etc., during the public engagement period. Planning and selection of demonstrations must be

coordinated with delivering agencies who also decide on whether or not to approve such a demonstration project.

Demonstrations represent an important way to introduce residents to corridor concepts. Proposals should prioritize demos that minimize time for set-up and disassembly, maximize safety, and are easily adaptable to serve as demonstrations for other projects on contract, offering cost efficiency regardless of the number of demos selected. The total number of demos will be determined as needs are identified and will be integrated into individual work authorizations.

Responsible Party: SRTA, consultant

Task 2.4: Technical Memo on Public Engagement and Stakeholder Communication

Provide a technical memo summarizing public engagement, stakeholder communication, and results.

Responsible Party: Consultant

Task #	Deliverables
2.1	Project team list, sign-in sheets, agendas, meeting notes, project updates (in meeting notes), presentation material, schedule of meetings with all partners
2.2	Schedules, notes, invitations, participation counts, photos from outreach meetings, public engagement campaign, content for social media posts (English & Spanish); survey(s), results, and analysis of results; project layout boards
2.3	Photos, video, and/or list of concept approval by residents
2.4	Technical memorandum summarizing public engagement and stakeholder communication and results

3. Regional Active Transportation Network Expansion

This task involves coordination with delivering agencies and partners on preparing necessary application documents and drawings, as well as conducting site visits to collect data that may inform those work products.

Task 3.1: Conceptual Corridor Alignments and Layouts

After delivering agencies and SRTA agree on active transportation projects for this effort, determine a scope of work for each, informed by public engagement and delivering agency design preferences. In the case of ATP C7 projects, these scopes of work, and corresponding budgets, are already developed and included in the work authorizations (see appendices). Some ATP C8 projects have been identified (See LSS Projects table above) while identification of others will wait until after the contract is awarded to the successful proposer. Each project should meet the needs of the public and delivering

agencies and strategic partners while meeting the highest standards of the corresponding grant program in order to compete effectively.

Analyze corridors, in person, with a team of planners, engineers, and topical experts (consultants and partner agency/organization staff). This team will identify right-of-way constraints, environmental limitations, opportunities to reduce costs, and other discoveries that may impact each active transportation project's cost, scope, and delivery. Analysis may be combined with residents as an engagement activity. Consultant engineers will communicate with engineers from delivering agencies and strategic partners on design preferences for each project.

Transit partners should be consulted to ensure alignments include comfortable connections to transit.

Generally, up to three alternatives should be needed for an anticipated 15 to 25 active transportation projects (pending Caltrans grant award and SRTA Board of Directors' approval). At the start of the public engagement period, alignments and layouts will portray high-level concepts and renderings.

Responsible Party: Consultant

Task 3.2: Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

Consultant engineers and delivering agency engineers will coordinate to recommend alignment and layout designs for up to 25 active transportation projects in and between SGAs informed by input from community engagement. By the time grant writing reviews begin, the conceptual drawings must be equivalent to a PSR. The detail-rich PSR-equivalent drawings may include but not be limited to plan-views and cross sections delineating right-of-way, culverts, utilities, retaining walls, over/underpasses, state highway and railroad infrastructure, etc.; as well as vetted intersection solutions. Prepare other grant-related supporting documents, as needed, by partners for the PSR-equivalent. (E.g. Engineer's Cost Estimate, Engineer's Checklist, right-of-way checklist, and other requirements determined by the ATP or other grant programs.)

Responsible Party: SRTA, Consultant

Task 3.3: Technical Memo for Alignments and Layouts

Summary of non-motorized network corridor alignments and layouts.

Responsible Party: Consultant

Task #	Deliverable
3.1	Notes from walk/bike audits and other corridor analyses. Up to three different alignment and layout alternatives for 15 to 25 corridors in and between SGAs
3.2	Recommended alignments and PSR-Equivalent layouts for 15 to 25 corridors in and between SGAs (incl. cross sections). Grant-related supporting documents
3.3	Technical memorandum summarizing corridor alignment and layout results.

4. Grant Writing

This task involves the assembly of data and creation of exhibits necessary to give applications from the Shasta Region a competitive edge in competition for grant awards. Up to three DRAFT grant applications will be prepared for each active transportation project before the FINAL application is submitted.

Task 4.1: Technical Assistance

The consultant will provide SRTA with a list of data required for each application. SRTA and delivering agency staff will work with the consultant to retrieve the background data (photos, crash history, GIS data, etc.) necessary for composing responses to the application. Some tasks may require field visits which should be coordinated with public engagement events, walk/bike audits, etc. Based on local data, the consultant should recommend context-appropriate strategies and treatments for reducing crashes and increasing active transportation mode share for all ages and abilities. The consultant will also be responsible for translating data into simple, “evaluator-friendly” exhibits (maps, figures, charts, tables, etc.) in the applications; providing existing, supportive academic exhibits; and identifying any data beyond the minimum requirements needed to secure a distinct competitive edge in the grant programs.

- List of data required to assemble each application.
- Application exhibits, including those based on assembled local data.
- Succinct technical memo tying additional data requests to grant program guidelines and/or components of winning grant applications from previous cycles.

Responsible Party: Consultant

Task 4.2: Grant Writing and Integration of Feedback

The consultant will prepare six to ten grant applications for Phase 1 or 15 to 25 grant applications for Phases 1 and 2 together (to be initiated with individual work authorizations following contract award). The consultant will collect data with SRTA and delivering agencies from the Shasta Region to respond to application questions. Answers will clearly contextualize each active transportation project’s need, solution, and projected use in a way that convinces different evaluators (planners, engineers, advocates, etc.) of the unique merit to active transportation users in the region and to award high scores.

The consultant will present complete draft versions of the applications to 1) SRTA and applicable local partners, and 2) Shasta’s Grant Application Review Panel (see Task 5).

- 15 to 25 DRAFT applications for each of the three layers of review, including data and support files in Microsoft Word format for SRTA, Caltrans, and delivering agencies.
- 15 to 25 complete FINAL applications, including data and support files in Microsoft Word format for SRTA, Caltrans, and delivering agencies.

Responsible Party: Consultant

Task #	Deliverable
4.1	Application data lists and exhibits; Technical memo tying specific data to winning grant applications
4.2	15 to 25 DRAFT applications (MS Word); 15 to 25 complete FINAL applications (MS Word)

5. Shasta's Grant Application Review Panel

This task involves the consultant assembling a team of diverse and impartial active transportation program experts (volunteers or part of the consultant team), for this task alone, to evaluate the DRAFT grant applications and provide critical feedback. The experts should be familiar with the different competitive active transportation funding programs and shall have significant experience with the California Transportation Commission's Active Transportation Program. The panel review will be integrated into individual work authorizations.

Task 5.1: Review DRAFT Grant Applications and Provide Feedback

- Review DRAFT grant applications against grant program scoring rubrics to generate anticipated scores.

Responsible Party: Consultant

Task #	Deliverable
5.1	Bulleted list of critical feedback and recommendations (based on grant program scoring rubrics and guidance) specific to each application

6. Final Report

This task involves the preparation of the draft final report, final report, as well as the presentation of the final report to decision makers. The final report is the compilation of technical memos that were prepared for previous tasks over the course of the project and includes the project results in one document. This task will likely be integrated into all the work authorizations with each work authorization contributing its respective part to the overall final report.

Task 6.1: Draft Final Report

- Prepare draft final report with implementation and next steps, circulate for review, and make revisions as appropriate.

Responsible Party: SRTA, Consultant

Task 6.2: Final Report

- Final report printing (10 color copies) and circulation.

Responsible Party: Consultant

Task #	Deliverable
6.1	Draft final report with implementation and next steps
6.2	Final report (10 color copies) in printed and digital formats (MS Word)

At a minimum, submitted proposals must include the tasks outlined above. SRTA welcomes additional suggestions and innovative approaches to help achieve project goals.

Project Schedule/Timeline

An anticipated project schedule is provided below. The schedule will include more specific dates as needs are identified. Bidders should keep in mind anticipated deadlines for ATP Cycle 7 and other relevant grant programs.

Task	Action	Begin Date	End Date
1	Grant Administration	Fall 2024	June 2027
2	Public Engagement and Stakeholder Communication	January 2024	December 2026
3	Regional Active Transportation Network Expansion	January 2024	December 2026
4	Grant Writing	March 2024	December 2026
5	ATP Grant Application Review Panel	March 2024	December 2026
6	Final Report	January 2024	February 2027

Proposal Contents

Written proposals submitted in response to this RFP shall not exceed 35 pages (excluding attachments). At a minimum, the following information should be included and clearly labeled as follows:

Introduction

- A transmittal letter should be included, signed by an officer who may contractually bind the firm or joint venture. The signature of the authorized representative attests that the information contained in the proposal is truthful, accurate, and complete at the time of submittal. Describe the bidder's capacity to deliver the multiple, complex applications without compromising their quality. The letter should include how the respondent heard of the procurement.
- The introduction should include a description of the firm containing the firm's name, address, legal form of the company (e.g., partnership, corporation, joint venture, etc.), status as a Disadvantaged Business Enterprise DBE or non-DBE, North American Industry Classification System (NAICS) code, Tax Identification Number (TIN), annual gross receipts (may be a range), and the number of years the firm has been in business.

Proposal and Work Plan

- Statement of understanding of the scope of work that illustrates the consultant's familiarity with Shasta County and active transportation needs of the region, including a discussion of a technical approach and management approach.
- Work plan and schedule to complete the project scope of work identifying milestones and deliverables.

Project Team

- An organizational chart showing the firm's approach towards the staffing and management of the project shall be provided. Titles, roles, and the number of staff required to fill those roles should be shown on the chart. The proposed relationships between staff should be shown as well.
- A staffing plan identifying the approximate number, expertise, experience level of staff by role and responsibility based on anticipated work as well as each staff member's anticipated share of the project workload (by percentage). The project team includes sub-consultants proposed for use. Please note that SRTA must approve any personnel changes in advance.

Resumes

- List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). Resumes should include persons' active professional registrations and registration number, including expiration date. This includes any sub-consultants proposed for use.

ATP Philosophy for Success - Describe what the consultant considers to be critical elements of preparing successful ATP applications.

Team Experience

- This segment should highlight or expand upon project experience. Elaborate on the proposed team's previous work as a team with other key staff and proposers listed.
- Explain consultant team's exposure to the ATP, and the application evaluation process. Provide a list of all ATP applications completed, by cycle, where the consultant played a lead or primary role, including ATP project description, services provided, and contact information for the client reference. In the list, include links to online examples of previous ATP grant applications (minimum of two preferred).
- Describe staffing capability, workload, and record of meeting schedules on similar projects. Also describe ability to adapt to unexpected work. Finally, describe the feasibility of oversight, ability, and willingness to respond to SRTA requirements for this procurement.

Additional Information

- Proposer should explain its approach and strategy for successfully completing similar projects, with all the necessary approvals within the shortest possible time frame. The project approach should be sufficient in detail to demonstrate the proposer's understanding of the project, its unique challenges, and the processes and procedures that must be followed. The proposer should identify the most critical steps in the successful completion of similar projects.
- Proposer should describe its tools, procedures, and techniques used to keep projects within budget and schedule.
- Proposer should provide a summary of experience achieving approval, clearance, and permitting according to local, state, and federal regulatory requirements.
- Proposer should explain why their team should be selected and include any other information they feel is relevant.

Cost Proposal

- The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work will be performed at a not-to-exceed price for each work authorization, as mutually determined as needs are identified. The statement shall also indicate that the work performed on all applications be developed within the allocated budget of \$400,000 (\$1,100,000 if SRTA is awarded up to \$700,000 in grant funding).
- Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, direct expenses, and profit.

Pre-Proposal Conference

A pre-proposal conference will be held via Zoom on Tuesday, November 21, 2023 at 10:00AM and is **strongly recommended** for consultants considering submitting a proposal. Please indicate your interest in the pre-proposal conference to the contact person via email. The conference will be recorded and may be posted to the SRTA website afterwards. By attending the conference, you are consenting to being recorded. Questions asked during the conference may be responded to during the conference or via written collective response on the SRTA website by the deadline below.

Addenda and Questions About This RFP

Interested applicants must subscribe to SRTA's bid posting webpage at <http://www.sрта.ca.gov/bids.aspx> so that they are notified of any addenda to the RFP or responses to questions received. All questions regarding this RFP will be responded to collectively and made available for all interested applicants via the bid posting webpage on SRTA's website.

Questions may be submitted via email to srta@srta.ca.gov in advance of the pre-proposal conference to be addressed by SRTA staff during the meeting. After the pre-proposal conference, questions will continue to be taken via email from prospective vendors until 3:00 p.m. on Monday, November 27, 2023. All responses to questions will be posted on the [SRTA website](#) no later than Tuesday, November 28, 2023.

Procurement Schedule

The anticipated procurement schedule is shown below in Table 1. Firm deadlines are shown in bold text.

Table 1 – Procurement Schedule

Tasks	Deadline
Release RFP	November 13, 2023
Pre-Proposal Conference	10:00 a.m. PST , November 21, 2023
Interested Vendor Questions Due	3:00 p.m. PST , November 27, 2023
SRTA Response to Vendor Questions	No later than November 28, 2023
Vendor Proposals Due	3:00 p.m. PST, December 4, 2023 (no postmarks accepted)
Interview times sent to all proposers	By December 7, 2023
Interviews with all proposers	December 8, 2023
Evaluation and Ranking of Proposals	December 8, 2023
Consultant-SRTA contract negotiation, including budget and scope of work	December 11-12 (and 19-20, 2023 if needed)
SRTA Board of Directors Approval	December 14, 2023
Anticipated Contract Start	January 2, 2024

Proposal Submittal

Please submit consultant proposals via email, USPS, or delivery to:

Shasta Regional Transportation Agency
Attn: Keith Williams
1255 East Street, Suite 202
Redding, CA 96001
srta@srta.ca.gov

Proposal submittals must be received at the SRTA office before 3:00 p.m. PST/PDT on Monday, December 4, 2023. No proposals will be accepted after this time. **Postmarks are not acceptable.** Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings, and participating in an interview—if held—are at the sole expense of the proposer. SRTA reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at SRTA’s discretion. Solicitation of proposals in no way obligates SRTA to contract with any firm or individual. The decision to approve and award a contract is at the discretion of SRTA.

Proposal Evaluation

A panel will be formed to evaluate the proposals via consensus scoring and make a recommendation in consultation with the executive director, which will then go to the SRTA Board of Directors for approval. The proposal evaluation will be based on the scoring criteria presented in Table 2.

Table 2 – Proposal Scoring Criteria

Criteria	Maximum Possible Points
Thoroughness of proposal and meeting the RFP project scope of work and the project’s overarching objectives of preparing competitive grant-ready applications for the ATP and other programs.	25
Qualifications and relevant ATP experience of the consulting firm and project team with large, complex applications including technical expertise in engineering, planning, and design.	25
Value of services to be provided	15
Familiarity with the Shasta Region, including local active transportation needs, transportation issues, and municipal processes	10
Innovative ideas to meet RFP objectives and receive high scores from ATP evaluators	10
References who received ATP application assistance from the consultant	10
DBE participation level	5
Total	100

Consultants may participate in an interview and give a presentation of no more than 15 minutes followed by up to 15 minutes of Q&A. SRTA will evaluate the interview using the criteria presented below in Table 3, and the interview score will then be added to the proposal score above to determine the final ranking. The evaluation panel will then make a recommendation

based upon the final cumulative ranking in consultation with the executive director, which will go to the board of directors for approval.

Table 3 – Interview Scoring Criteria

Criteria	Maximum Possible Points
Quality of consultant’s presentation (content and visuals)	20
Quality of responses to interview questions	20
Qualifications and experience of the consultant team for work on ATP and similarly competitive active transportation funding programs.	10
Total	50

Contract Amount and Award

The anticipated start date is January 2, 2024, with a June 30, 2027 contract expiration. Consultant selection will be based on a combination of the proposal and interview scoring criteria listed above. The total amount budgeted within the Overall Work Plan for this effort is \$400,000. However, up to an additional \$700,000 may be made available if SRTA secures a Caltrans Sustainable Transportation Planning grant. The contract will provide a general authorization to develop applications for active transportation projects regionwide. Scopes of work for individual work authorizations, other than those already provided as appendices to this RFP, will be determined as needs are identified. Budgets will be negotiated based on those scopes and consistent with the rates provided in the Cost Proposal (see above). Each work authorization allows for cost reimbursement up to a not-to-exceed price based on completion of deliverables.

Barring any delays (e.g., the need for a budget amendment, extension of the RFP response date, etc.), the SRTA Executive Director will execute the technical services agreement once authorized by the SRTA Board of Directors on December 14, 2023. The agreement is not in force until approved by the SRTA Board of Directors and the Executive Director authorizes the selected consultant to proceed.

Options

SRTA intends to contract for an initial term of 3.5 years (1/2024-6/2027) but reserves the option to extend the contract annually for up to an additional 2 years beyond the initial 3.5-year period, provided there is no change to the maximum contracted compensation. Such extensions would not be automatic and would be entered into writing by both parties before becoming effective.

Additional Information and Terms

Standard Consulting Agreement

SRTA's standard Technical Services Agreement (TSA) will be used for the agreement between SRTA and the selected consultant. SRTA's TSA template is provided as an appendix (see appendices) to the RFP distribution.

Protest Procedure

All protests will follow the SRTA protest procedures for procurements as delineated in Appendix 7.

Debriefing

SRTA will provide an informal debriefing to interested consultants not selected for this contract upon request once a final contract has been negotiated and executed.

Public Records Act

All proposals submitted in response to the RFP will become the exclusive property of SRTA. At such time as a contract is executed, all bids and proposals related to that contract become a matter of public record and will be regarded as public records and subject to the Public Records Act (Gov. Code Section 6254 et. seq.).

If consultant feels that any information in their proposal is "proprietary" in nature, then consultant must provide a second proposal (clearly labeled) with that information removed, which would be shared in the event of any Public Records Act request. Otherwise, their submitted proposal will be provided in the event of a Public Records Act request and consultant, by submitting a proposal to this RFP, waives any claims against and hold SRTA harmless for the release of their proposal.

In the event of litigation concerning the disclosure of any records, SRTA's sole involvement will be as a stakeholder, retaining the records until otherwise ordered by a court. The proposer, at its sole expense and risk, shall be fully responsible for any, and all, fees for prosecuting or defending any action concerning the records and shall indemnify and hold SRTA harmless from all costs and expenses, including attorney's fees, in connection with, any such action.

Modification or Withdrawal of Proposal

Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. To be considered, the modification must be received in writing (email acceptable) prior to the deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

RFP Addendum or Addenda

Any changes to the RFP will be made by written addenda issued by SRTA and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and

shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will SRTA modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of SRTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations

Any contract resulting from this RFP will be financed with funds available to SRTA. The contract for this service is contingent upon the provision of these funds to SRTA. In the event these funds are reduced or eliminated, SRTA reserves the right to terminate or revise any contract.

Alternatives

Consultants may not alter objectives and deliverables of the RFP in the response to the RFP. If the consultant brings to SRTA's attention, at least ten (10) days before the RFP deadline, an alternative end product than the RFP delineates, SRTA reserves the right to cancel the RFP and re-bid the project

DBE Requirement

SRTA has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. For this procurement, SRTA has a disadvantaged business enterprise (DBE) goal of 20%. SRTA encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action

In awarding a contract to a consultant, SRTA includes language within the contract which requires the consultant to certify their compliance with federal regulations.

Appendix 1

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects – for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #13 – City of Redding Victor Avenue North ATP Grant Support

Anticipated to be completed before July 2024.

Overview:

Consultant will assist SRTA and the City of Redding (City) in developing an ATP grant application for the Victor Avenue North ATP project to expand low-stress active transportation connections in northeast Redding. The project consists of extending a side path or Class IV separated bike lane facility and pedestrian improvements on Victor Avenue from Mistletoe Lane to Old Alturas Road as well as neighborhood greenway improvements and pedestrian improvements for the neighborhoods directly adjacent to the project area. Optional tasks will also consider adjacent bicycle improvements west to the Caltrans-planned Palisades Trail along Dana Drive, Old Alturas Road, Browning Street, or other routes north of State Route 44, including neighborhood greenways and pedestrian improvements for adjacent neighborhoods. Additional optional tasks would consider bicycle connections east from Victor Avenue east to Old Oregon Trail, as well as a connection from Old Altruras Road to Lema Ranch, including pedestrian facility enhancements and neighborhood greenway improvements for the adjacent neighborhoods. The work authorization will include concept development; public engagement; coordination with the City, SRTA, Caltrans, and other partners; and the development of grant application materials, if desired.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization is \$59,094 and may not be exceeded without an amendment from SRTA.

Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA's Executive Director.

Scope of Work

Work Authorization #013 City of Redding Victor Avenue North ATP Grant Application Support:

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION

Building on the joint community engagement performed for the GoShasta Regional and City of Redding Active Transportation Plans, the consultant, in collaboration with SRTA and the City of Redding, will implement a community engagement program to gather community input to inform the final alignments and designs of the Victor Avenue North project. Given there are multiple potential projects anticipated to be under development concurrently, community engagement activities will be combined into a community engagement-specific work authorization (Work Authorization #15). This authorization's engagement focuses on project-specific task force meetings.

1.1 - Virtual Community Workshop

As part of Work Authorization #008, Consultant will coordinate and conduct one (1) virtual, hybrid, or in-person community workshop to build awareness of the Victor Avenue North project and other projects under the SRATN contract, gather input on potential improvements to associated active transportation infrastructure, and solicit feedback from the community on ways to enhance walking and biking in the project areas. No scope or budget for this activity is assumed in this Work Authorization.

1.2 Stakeholder Task Force Meetings

Consultant will schedule three (3) coordination meetings with the Stakeholder Task Force established for City projects at key stages in the project development and grant writing process. While these meetings are separate from public engagement, other stakeholders may be included in these meetings at the discretion of SRTA and the City. If it cannot be avoided, the City or SRTA may terminate the application process at any of these key milestones by updating and signing the Active Transportation Partnership agreement between both parties.

The meetings are anticipated to be held virtually, last two to four (2-4) hours each, and include up to two (2) consultant staff in attendance. Consultant will develop relevant collateral specific to the Victor Avenue North project for these meetings as well as prepare meeting summaries.

The meetings are assumed to occur at the following key milestones:

Meeting 1: Existing Conditions, Goals, and Evaluation Metrics

The purpose of this meeting is to discuss existing conditions which help form the purpose and need for the project. Goals and evaluation metrics will be defined in the meeting which can be used to evaluate criteria in the alignment alternatives process. Residents near the project should participate.

Meeting 2: Cross Section and Alignment Selection

After options of cross sections and alignments are defined, consultant will apply the evaluation measures and present the results in a meeting with City and SRTA staff and representatives of the community near the project. The intent of this meeting is to select a preferred alignment for concept design development.

Meeting 3: Concept Design

Once the Consultant has developed the draft preferred concept design and estimates, a stakeholder meeting will be held to present the design and define next steps and roles for the grant application process. The meeting summary will include a checklist-style document defining roles, responsibilities, and timelines for the grant application. Residents who participated heretofore should be invited back for a review before the design is brought before a wider public audience (Close-Out Meeting)

1.3 Close-Out Meeting

As part of Work Authorization #15, following the development of the preferred alignments in Task 3, Consultant will coordinate and facilitate a virtual and/or in-person community meeting to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design for all applicable SRATN projects. If the meeting is held virtually, the project team will host the meetings via a web-based application like Zoom. If the meeting is held in-person, Consultant and SRTA will work with the City of Redding to host the event. No scope or budget for this activity is assumed in this Work Authorization.

1.4 Temporary Built Environment Demonstration [Optional]

If desired by SRTA and the City of Redding, Consultant will scope and budget the support of community organizations and/or local jurisdictions in implementing a temporary built environment demonstration for the Victor Avenue North Project as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget for demonstration events is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Deliverables from Task 1

Task 1.2

- Lead and attend three (3) Stakeholder Task Force meetings (engagement activity), including meeting collateral and summaries

Task 1.4 (Optional)

- Plan and support temporary built environment demonstration [Optional]

TASK 2. BASELINE DATA COLLECTION

Consultant will conduct a review of the baseline data as it relates to the grant project. This includes summarizing existing conditions, reviewing existing plans and studies, and conducting a walk audit focused on potential projects.

2.1 – Existing Plan Review

Prior to the community engagement events in Task 1, Consultant will review the existing plans and studies in the area as they relate to potential segments of this project in east Redding. These efforts will focus on City of Redding and SRTA active transportation plans but may include others as identified by SRTA and the City. The review will focus on identifying consistency in planning documents as required by grant applications. The result of this effort will be a brief memorandum identifying the corridors reviewed, potential grant eligibility, and opportunities and challenges associated with each segment of a competitive ATP application to fund a complete walk and bike network. This effort will also result in recommendations for grouping projects to increase competitiveness, if applicable.

2.2 – Existing Conditions Review

Prior to the community engagement events in Task 1, Consultant will conduct a high-level review of the existing conditions in the study area with a focus on identifying elements which impact grant competitiveness and eligibility. This will include a Census Tract-level GIS mapping exercise to consider social, demographic, and health characteristics such as median household income, racial and ethnic makeup, and transportation patterns. Sources may include SRTA, the US Census Bureau, the California Healthy Places Index, the City, and others as available. Key destinations for walking and biking along and at the ends of the corridors will be identified. Existing infrastructure for walking and biking will also be mapped, using existing data provided to the Consultant. To the extent that vehicle speeds and volumes, roadway number of lanes, transit routes and stops, and intersection control data is available, this will also be mapped. Finally, pedestrian and bicycle crash data will be mapped using data from UC Berkeley's Transportation Injury Mapping System, SRTA's bike and ped crash documentation (if applicable), and resident accounts of unreported crashes and near-misses. The result of this task will be a series of maps and a brief memo documenting high level conclusions.

Draft evaluation metrics will be developed and included in the memo to help weight the performance opportunities, challenges, benefits, and costs associated with different alignment or cross-section alternatives to help prioritize and evaluate each alternative option with SRTA and City staff in Task 3. Authorization from the SRTA project manager will be provided prior to proceeding with the evaluation.

2.3 – Walk Audit

Prior to or in conjunction with the first community engagement event in Task 1, Consultant will plan, and host one half-day walk audit with public agency stakeholders from SRTA, the City, and others as identified by SRTA and the City who could include but are not limited to Caltrans District 2, Shasta County Public Health, and Enterprise Elementary School District. Up to two (2)

consultant staff (engineer and grant writer), in addition to the consultant project manager, will attend the walk audit.

The purpose of this audit will be to gain a better understanding of how the transportation system is currently performing for people walking and biking, the issues and challenges faced, the potential space constraints or opportunities, and other information which can only be observed by physically experiencing the area. Authorization from the SRTA project manager will be provided prior to proceeding with efforts associated with planning and performing the walk audit.

Deliverables from Task 2

Task 2.1

- Corridor Review Summary technical memorandum

Task 2.2

- Existing Conditions technical memorandum with evaluation metrics, maps, and graphics

Task 2.3

- Coordinate and conduct walk audit
- Notes and photos from the walk audit

TASK 3. PROJECT DEVELOPMENT

\$17,245 in the budget has been assumed in this authorization to deliver this task but is subject to authorization from SRTA and the City to initiate. Consultant will develop conceptual corridor alignments, cross-sections, and supporting documentation to inform decision-making towards a preferred concept for the Victor Avenue North project.

3.1 – Conceptual Corridor Alignments and Layouts

Following the Virtual Community Workshop in Task 1.1, Consultant will consider the proposed project and develop up to ten (10) conceptual alignments and cross sections which could be included in the project. Alignments will be GIS or CAD over aerial photos for base maps and enhanced for understanding by non-engineer ATP evaluators. Cross sections will be developed in Streetmix or a similar program. This task may also include considering up to three (3) route alternatives, if needed. Consultant will apply the evaluation metrics to each and will present these options to STRA and the City to identify one preferred set of features and cross sections as well as preferred alignments as needed. Concept alignment and layout alternatives will be presented to the Stakeholder Task Force in Task 1.2.

3.2 – Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

Authorization from the SRTA project manager will be provided prior to proceeding with development of a preferred concept. Once the preferred project alignments, cross sections, and features have been determined, Consultant will develop illustrative concept drawings exhibiting the final preferred alternative to levels of detail suitable to support competitive grant applications (PSR equivalent layouts). The layouts will be done over scaled aerial imagery and consider visible or observed conditions related to things like driveway access, transit stops/service, utilities, and constraints from right-of-way, land use, environmental considerations, grading, and stormwater as needed. Cost estimates will be developed based on the concept plans for the preferred project. Cross sections and PSR-equivalent layouts will be enhanced with labeling, legends, color, and textures to convey the improvements in a visually articulate manner more clearly to ATP evaluators of different professional backgrounds. The draft preferred concept alignments and layouts will be presented to the Stakeholder Task Force in Task 1.2.

After review by SRTA, the City, and the Stakeholder Task Force, the draft-final preferred alignment and layout recommendations will be presented to the public as part of the Close-Out Meeting in Task 1.3. A final preferred alignment and layout recommendations will be developed based on feedback from the Close-Out Meeting and direction from SRTA and the City.

This task will also include developing grant-related supporting documents such as Engineer's Cost Estimate, Engineer's Checklist, right-of-way checklist, and other requirements determined by the ATP grant program.

This work authorization includes intersection traffic operations analysis (including counts for a total of almost \$4,400) for the Caltrans interchange of Victor Avenue at State Route 44 to inform the operational results for potential configurations. Authorization from the SRTA project manager will be provided prior to proceeding with the traffic operations analysis.

This work authorization does not include preparation of further traffic analyses or preparation of an intersection control evaluation. After securing grant funds to support implementation, the project will need to undergo PS&E and, may in some instances, require environmental study/clearance. These efforts are not included in this Work Authorization.

3.3 Western Network Expansion Concept Alignment and Layout [Optional]

If desired by SRTA and the City of Redding, Consultant will budget to expand the project alignment and layouts to include a western connection from the Victor Avenue improvements west to the Caltrans-planned Palisades Trail along Dana Drive, Old Alturas Road, Browning Street, or other routes north of State Route 44, including neighborhood greenways and pedestrian improvements for adjacent neighborhoods. No scope or budget for this network extension is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

3.4 Eastern Network Expansion Concept Alignment and Layout [Optional]

If desired by SRTA and the City of Redding, Consultant will budget to expand the project alignment and layouts to include a bicycle connection east along Old Alturas Road to Old Oregon Trail, and a potential connection to the Columbia School and nearby recreational facilities via Old Oregon Trail, including pedestrian facility enhancements and neighborhood greenway improvements for the adjacent neighborhoods. No scope or budget for this network extension is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

3.5 Lema Ranch Network Expansion Concept Alignment and Layout [Optional]

If desired by SRTA and the City of Redding, Consultant will budget to expand the project alignment and layouts to include a bicycle connection north along Lema Road (or similar route) to connect the network to Lema Ranch, including pedestrian facility enhancements and neighborhood greenway improvements for the adjacent neighborhoods. No scope or budget for this network extension is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Task 3.1

- Up to ten (10) total conceptual alignments and cross sections with up to three (3) route alternatives.

Task 3.2

- Draft, Draft-Final, and Final recommended alignments and enhanced PSR-Equivalent layouts.
- Intersection analyses for Victor Avenue/State Route 44 interchange
- Technical memorandum summarizing corridor alignment and layout results.
- Draft grant-related supporting documents

Task 3.3

- Additional conceptual alignments and cross sections with up to three (3) route alternatives for Western Network Expansion. [Optional]

Task 3.4

- Additional conceptual alignments and cross sections with up to three (3) route alternatives for Eastern Network Expansion. [Optional]

Task 3.5

- Additional conceptual alignments and cross sections with up to three (3) route alternatives for Lema Ranch Network Expansion. [Optional]
-

Task 4. Grant Writing

Consultant will assist SRTA and the City in applying for active transportation grant funding from the California Transportation Commission's (CTC) Active Transportation Program. Authorization from the SRTA project manager will be provided prior to proceeding with developing grant materials described in this task.

4.1 - Grant Writing and Integration of Feedback

Consultant will develop a timeline and checklist of all items needed for the project's grant application and work with SRTA to obtain relevant information for inclusion in it.

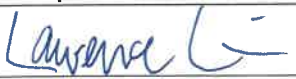
SRTA and the City will be responsible for obtaining and providing consultant with the necessary background data to develop narrative responses and prepare "evaluator-friendly" exhibits based on deliverables from Tasks 2 and 3. Consultant will prepare template and brand guidelines for all graphic materials and support elements. Data provided by SRTA will be analyzed and translated into the templates providing the ability to tell a more focused story within the application while also delivering a consistent look within the application. Consultant will develop narrative responses to grant application questions based on coordination with SRTA and the City.

Partners' feedback from one round of review will inform the development of a second draft. A review panel assembled from ATP experts, who will not have worked on the SRATN project until this point, will be tasked with reviewing the second draft of the application(s). Partner feedback following the expert review panel's input, and a final round of final changes from SRTA/partners, will be incorporated into the grant application materials prior to finalization of the application(s).

Deliverables from Task 4

Task 4.1

- Draft and Final versions of documents and ATP Grant Application.

Company:	Kittelson & Associates, Inc.
Date:	4/19/2023
Name:	Laurence Lewis
Job Title:	Principal Planner
Signature:	
Address:	155 Grand Avenue, Suite 505 Oakland, CA 94612
E-Mail:	llewis@kittelson.com

Appendix 2

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects
– for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #14 – Pit River Tribe Munik’Chun Walking and Biking Network Phase 2 ATP Grant Application Support

Anticipated to be completed before July 2024.

Overview:

Consultant will assist SRTA, the Pit River Tribe (PRT), Caltrans, and Shasta County Public Works (SCPW) in expanding the Munik’Chun Walking and Biking Network (Munik’Chun Network) to further develop low-stress active transportation connections in and connecting to the community of Burney. This Munik’Chun Network Phase 2 project consists of developing Class IV or similar low-stress bikeway facilities, pedestrian facilities and enhancements, as well as gateway and/or robust traffic calming improvements on State Route 299 (Main Street) from Tamarack Avenue to the Great Shasta Rail Trail trailhead off of Black Ranch Road (across the street from PG&E’s north driveway), as well as expanding neighborhood greenway improvements and pedestrian improvements for the neighborhoods on the north side of Main Street in Burney. The work authorization will include concept development; public engagement (including coordination with Caltrans’ project connecting Burney and Johnson Park); coordination with the PRT, SCPW, SRTA, Caltrans, and other partners; and the development of grant application materials, if authorized.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization is \$84,732 and may not be exceeded without an amendment from SRTA.

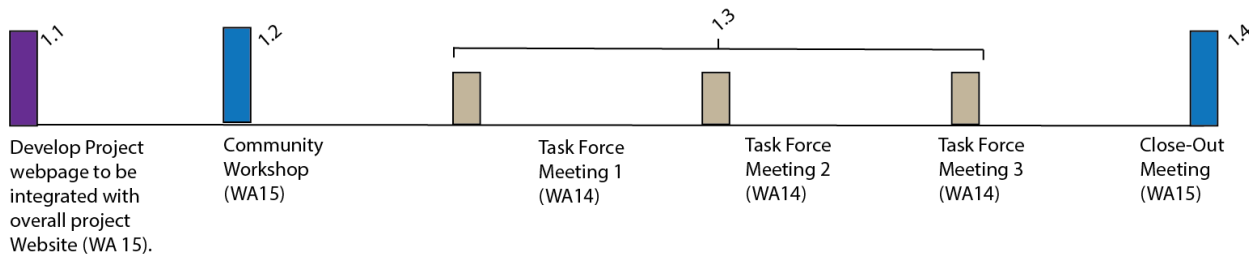
Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA’s Executive Director.

Scope of Work

Work Authorization #014 Munik'Chun Walking and Biking Network Phase 2 ATP Grant Application Support:

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION



Building on the community engagement performed for the first phase of the Munik'Chun Walking and Biking Network, the consultant, in collaboration with SRTA, the Pit River Tribe, Shasta County Public Works, and Caltrans will implement a community engagement program to gather community input to inform the final alignments and designs of the Munik'Chun Network Phase 2 project. Given there are multiple similar potential projects anticipated to be under development concurrently, community engagement activities will be combined into a community engagement-specific work authorization (Work Authorization #015). This authorization's engagement focuses on project-specific task force meetings.

1.1 – Develop Project Webpage

As part of Work Authorization #015, Consultant will develop a (SRTA-funded) project webpage to be integrated with the overall website for all projects receiving SRTA assistance (integration will take place once SRTA secures grant funding). The Munik'Chun Project Website should house both deliverables intended for public viewing and deliverables for viewing by staff only. This means the website should be set up to have both visible and “hidden” pages. Alternatively, staff could access a “backend” of the website for viewing internal deliverables. Consultant will update and maintain the project website until the application(s) is submitted to the grant program(s). The updates should also include development and maintenance of a project timeline portraying activities between signing this work authorization to grant submittal to finishing construction), so all parties are clear on the current status of the project, reducing the number of phone calls and emails associated with status updates. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.2 - Virtual Community Workshop

As part of Work Authorization #015, Consultant will coordinate and conduct one (1) virtual, hybrid, or in-person community workshop to build awareness of the Munik'Chun Phase 2 project and other projects under the SRATN contract, gather input on potential improvements to associated active transportation infrastructure, and solicit feedback from the community on ways to enhance walking and biking in the project areas. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.3 Stakeholder Task Force Meetings

Consultant will schedule three (3) coordination meetings with the Stakeholder Task Force established for the Munik'Chun Network Phase 2 project at key stages in the project development and grant writing

process. While these meetings are separate from public engagement, other stakeholders may be included in these meetings at the discretion of SRTA, SCPW, and PRT. If it cannot be avoided, PRT, SCPW, or SRTA may terminate the application process at any of these key milestones by updating and signing the Active Transportation Partnership agreement between all parties.

The meetings are anticipated to be held virtually, last two to four (2-4) hours each, and include up to two (2) consultant staff in attendance. Consultant will develop relevant collateral specific to the Munik'Chun Network Phase 2 project for these meetings as well as prepare meeting summaries.

The meetings are assumed to occur at the following key milestones:

Meeting 1: Existing Conditions, Goals, and Evaluation Metrics

The purpose of this meeting is to discuss existing conditions which help form the purpose and need for the project. Goals and evaluation metrics will be defined in the meeting which can be used to evaluate criteria in the alignment alternatives process. Residents near the project should participate, if possible.

Meeting 2: Cross Section and Alignment Selection

After options of cross sections and alignments are defined, consultant will apply the evaluation measures and present the results in a meeting with PRT, SCPW, Caltrans, and SRTA staff and representatives of the community near the project. The intent of this meeting is to select a preferred alignment for concept design development.

Meeting 3: Concept Design

Once the Consultant has developed the draft preferred concept design and estimates, a stakeholder meeting will be held to present the design and define next steps and roles for the grant application process. The meeting summary will include a checklist-style document defining roles, responsibilities, and timelines for the grant application. Residents who participated previously should be invited back for a review before the design is brought before a wider public audience (Close-Out Meeting)

1.3 Close-Out Meeting

As part of Work Authorization #015, following the development of the preferred alignments in Task 3, Consultant will coordinate and facilitate a virtual and/or in-person community meeting to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design for all applicable SRATN projects. If the meeting is held virtually, the project team will host the meetings via a web-based application like Zoom. If the meeting is held in-person, Consultant and SRTA will work with SRATN participating agencies to determine the location to host the event. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.4 Temporary Built Environment Demonstration [Optional]

If desired by SRTA, PRT, and SCPW, Consultant will scope and budget the support of community organizations and/or local jurisdictions in implementing a temporary built environment demonstration for the Munik'Chun Network Phase 2 project as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget for demonstration

events is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Deliverables from Task 1

Task 1.3

- Lead and attend three (3) Stakeholder Task Force meetings (engagement activity). Deliver meeting collateral and summaries

Task 1.4 (Optional)

- Plan and support temporary built environment demonstration [Optional]

TASK 2. BASELINE DATA COLLECTION

Consultant will conduct a review of the baseline data as it relates to the grant project. This includes summarizing existing conditions, reviewing existing plans and studies, and conducting a walk audit focused on potential projects.

2.1 – Existing Plan Review

Prior to the community engagement events in Task 1, Consultant will review the existing plans and studies from the Munik'Chun Network Phase 1 as they relate to potential segments of the Phase 2 project. These efforts will focus on any expansion of the prior Munik'Chun Network Phase 1 existing plan review needed to capture the new project limits included in Phase 2. The review will focus on identifying consistency in planning documents as required by grant applications. The result of this effort will be a brief memorandum identifying the corridors reviewed, potential grant eligibility, and opportunities and challenges associated with each segment of a competitive ATP application to fund a complete walk and bike network. This effort will also result in recommendations for grouping projects to increase competitiveness, if applicable.

2.2 – Existing Conditions Review

Prior to the community engagement events in Task 1, Consultant will conduct a high-level review of the existing conditions in the study area with a focus on identifying elements which impact grant competitiveness and eligibility for the new Phase 2 study areas, if determined necessary based on the data compiled for the Phase 1 project. This will include a Census Tract-level GIS mapping exercise to consider social, demographic, and health characteristics such as median household income, racial and ethnic makeup, and transportation patterns. Sources may include SRTA, the US Census Bureau, the California Healthy Places Index, SCPW, PRT, and others, as available. Key destinations for walking and biking along and at the ends of the corridors will be identified. Existing infrastructure for walking and biking will also be mapped, using existing data provided to the Consultant. To the extent that vehicle speeds and volumes, roadway number of lanes, transit routes and stops, and intersection control data is available, this will also be mapped. Finally, pedestrian and bicycle crash data will be updated from Phase 1 and mapped using data from UC Berkeley's Transportation Injury Mapping System, SRTA's bike and ped crash documentation (if applicable), and resident accounts of unreported crashes and near-misses. The result of this task will be a series of maps and a brief memo documenting high level conclusions.

Draft evaluation metrics will be developed and included in the memo to help weight the performance opportunities, challenges, benefits, and costs associated with different alignment or cross-section alternatives to help prioritize and evaluate each alternative option with SRTA, PRT, and SCPW staff in Task 3. Authorization from the SRTA project manager will be provided prior to proceeding with the evaluation.

2.3 – Walk Audit

Prior to or in conjunction with the first community engagement event in Task 1, Consultant will plan, and host one half-day walk audit with public agency stakeholders from SRTA, PRT, SCPW, and others as identified by the project team who could include but are not limited to Caltrans District 2, Shasta County Public Health, Pit River Tribal Health Services((PRTHS) and Fall River Joint Unified School District. Up to two (2) consultant staff (engineer and grant writer), in addition to the consultant project manager, will attend the walk audit.

The purpose of this audit will be to gain a better understanding of how the transportation system is currently performing for people walking and biking, the issues and challenges faced, the potential space constraints or opportunities, and other information which can only be observed by physically experiencing the area. Authorization from the SRTA project manager will be provided prior to proceeding with efforts associated with planning and performing the walk audit.

Deliverables from Task 2

Task 2.1

- Corridor Review Summary technical memorandum

Task 2.2

- Existing Conditions technical memorandum (including evaluation metrics, maps, graphics, analysis, and summary)

Task 2.3

- Coordinate and conduct walk audit
- Notes and photos from the walk audit

TASK 3. PROJECT DEVELOPMENT

Consultant will develop conceptual corridor alignments, cross-sections, and supporting documentation to inform decision-making towards a preferred concept for the Munik'Chun Network Phase 2 project.

3.1 – Conceptual Corridor Alignments and Layouts

Following the Virtual Community Workshop in Task 1.1, Consultant will consider the proposed project and develop up to ten (10) conceptual alignments and cross sections which could be included in the project. Alignments will be GIS or CAD over aerial photos for base maps and enhanced for understanding by non-engineer ATP evaluators. Cross sections will be developed in Streetmix or a similar program. This task may also include considering up to three (3) route alternatives, if needed. Consultant will apply the evaluation metrics to each and will present these options to STRA, PRT, and SCPW to identify one preferred set of features and cross sections as well as preferred alignments as needed. Concept alignment and layout alternatives will be presented to the Stakeholder Task Force in Task 1.2.

3.2 – Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

Authorization from the SRTA project manager will be provided prior to proceeding with development of a preferred concept. Once the preferred project alignments, cross sections, and features have been determined, Consultant will develop illustrative concept drawings exhibiting the final preferred alternative

to levels of detail suitable to support competitive grant applications (PSR equivalent layouts). The layouts will be done over scaled aerial imagery and consider visible or observed conditions related to things like driveway access, transit stops/service, utilities, and constraints from right-of-way, land use, environmental considerations, grading, and stormwater as needed. Cost estimates will be developed based on the concept plans for the preferred project. Cross sections and PSR-equivalent layouts will be enhanced with labeling, legends, color, and textures to convey the improvements in a visually articulate manner more clearly to ATP evaluators of different professional backgrounds. The draft preferred concept alignments and layouts will be presented to the Stakeholder Task Force in Task 1.2.

After review by SRTA, PRT, SCPW, and the Stakeholder Task Force, the draft-final preferred alignment and layout recommendations will be presented to the public as part of the Close-Out Meeting in Task 1.3. A final preferred alignment and layout recommendations will be developed based on feedback from the Close-Out Meeting and direction from SRTA, PRT, and SCPW.

This task will also include developing grant-related supporting documents such as Engineer's Cost Estimate, Engineer's Checklist, right-of-way checklist, and other requirements determined by the ATP grant program or other grant program, if needed.

After securing grant funds to support implementation, each project will need to undergo PS&E and, in some instances, require environmental study/clearance. These efforts are not included in this Work Authorization.

3.3 – Traffic Operations Analysis [Optional]

If required by Caltrans and authorized by the SRTA Project Manager, Consultant will evaluate intersection traffic operations for the preferred alternative(s) under consideration along State Route 299 (Main Street) to determine any impacts to corridor traffic operations through the community of Burney. This analysis assumes up to eight (8) intersections will be analyzed for AM and PM peak hour traffic impacts including level of service and 85 percentile queuing. Up to two (2) alternatives will be evaluated at each intersection as well as existing conditions. Results of the traffic operations analysis will be documented in a technical memorandum and consultant will respond to a consolidated set of comments from project partners and SRTA.

If additional traffic operations analysis is needed, a scope and budget to amend this Work Authorization to include additional traffic operations analysis and documentation will be prepared if requested by the SRTA project manager.

Task 3.1

- Up to ten (10) total conceptual alignments and cross sections with up to three (3) route alternatives.

Task 3.2

- Draft, Draft-Final, and Final recommended alignments, and enhanced PSR-Equivalent layouts.
- Technical memorandum summarizing corridor alignment and layout results.
- Draft grant-related supporting documents

Task 3.3

- Traffic operations analysis and draft and final documentation [Optional]

TASK 4. GRANT WRITING

Consultant will assist SRTA, PRT, and SCPW in developing a grant application and applying for grant funding from the California Transportation Commission's (CTC) Active Transportation Program or another similar grant program. Authorization from the SRTA project manager will be provided prior to proceeding with developing grant materials described in this task.

4.1 - Grant Writing and Integration of Feedback

Consultant will develop a timeline and checklist of all items needed for the project's grant application and work with SRTA to obtain relevant information for inclusion in it.

SRTA, PRT, and SCPW will be responsible for obtaining and providing Consultant with the necessary background data to develop narrative responses and prepare "evaluator-friendly" exhibits based on deliverables from Tasks 2 and 3. Consultant will prepare template and brand guidelines for all graphic materials and support elements. Data provided by SRTA will be analyzed and translated into the templates providing the ability to tell a more focused story within the application while also delivering a consistent look within the application. Consultant will develop narrative responses to grant application questions based on coordination with SRTA, PRT, and SCPW.

Partners' feedback from one round of review will inform the development of a second draft. A review panel assembled from ATP experts, who will not have worked on the SRATN project until this point, will be tasked with reviewing the second draft of the application. Partner feedback following the expert review panel's input, and a final round of final changes from SRTA/partners, will be incorporated into the grant application materials prior to finalization.

4.2 Grant Material Updates [Optional]

Consultant will update materials prepared for the Active Transportation Program to prepare the materials for another identified grant program or programs, as identified by the Tribe, Shasta County Public Works, Caltrans, and SRTA. A scope and budget to amend this Work Authorization to include additional grant application material(s) will be prepared if requested by the SRTA project manager.

Deliverables from Task 4

Task 4.1

- Draft and Final versions of documents and ATP (or similar program) Grant Application.
- Expert Review Panel's input.

Task 4.2

- Draft and Final versions of documents and grant application(s) [Optional]

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Date:	7/5/2023
Name:	Laurence Lewis
Job Title:	Principal Planner
Signature:	
Address:	155 Grand Avenue, Suite 505 Oakland, CA 94612
E-Mail:	llewis@kittelsohn.com

Appendix 3

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects – for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #015 – SRATN ATP Community Engagement

Anticipated to be completed before June 2025.

Overview:

Consultant will assist SRTA and the City of Redding, the City of Shasta Lake, Pit River Tribe, and Shasta County Public Works in conducting engagement activities in support of active transportation projects to be submitted as multiple ATP grant applications. The community engagement activities will consist of virtual or in-person workshop(s), pop-up workshop(s), and a close-out community meeting. The work authorization includes engagement services to support the second round of project development under the SRATN project.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization amendment is \$109,925 and may not be exceeded without an amendment from SRTA. The effort in this work authorization is subject to the maximum budget under the overall contract – once that amount is reached, the work under this authorization will be stopped.

Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA's Executive Director.

Scope of Work

Work Authorization #015: SRATN ATP Community Engagement

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION

Consultant, in collaboration with SRTA, the City of Redding, the City of Shasta Lake, Pit River Tribe, and Shasta County Public Works will implement a community engagement program to gather feedback and develop consensus regarding multiple projects in the region's active transportation project development in support of ATP grant applications.

1.1 Develop SRATN Website and Project Webpages

Consultant will develop a (SRTA-funded) SRATN project website for all projects receiving SRTA assistance (integration will take place once SRTA procures a website platform). Consultant will prepare up to five (5) project-specific webpages that will house both deliverables intended for public viewing and deliverables for viewing by staff only to the extent feasible given SRTA's choice of website platform. If feasible, the project-specific webpages will be set up to have both visible and "hidden" pages. Alternatively, if feasible, staff could access a "backend" of the website for viewing internal deliverables. Consultant will be provided login information from SRTA to access the website and will update and maintain the project website until the applications are submitted to the grant program(s). The updates will include development and maintenance of a project timeline portraying activities between signing this work authorization to grant submittal to finishing construction), so all parties are clear on the current status of the project, reducing the number of phone calls and emails associated with status updates. If more than five (5) project-specific webpages are needed, Consultant will prepare an amendment to this work authorization to scope and budget for additional project-specific webpages if requested by the SRTA project manager. If SRTA's selected platform requires more extensive setup than budgeted for each web page, Consultant will prepare an amendment to this work authorization to scope and budget for the additional level of effort.

1.2 Community Workshops

Consultant will attend up to three (3) virtual project kick off meetings with SRTA, the City of Redding, the City of Shasta Lake, Pit River Tribe, and Shasta County Public Works project teams, and any additional project stakeholders, as appropriate, to plan the first round of virtual community workshops. Following the development of the baseline data and existing conditions for the associated ATP projects to be included in each engagement (developed as part of their respective work authorizations), Consultant will organize and facilitate up to three (3) virtual or in-person community workshops between SRTA, the project partners, other stakeholders, community organizations, and the public to review the regional active transportation vision in the context of the proposed project(s). If held virtually, the workshops will be hosted on a web-based application like Zoom.

The community workshop(s) will build awareness about the project partner's ATP project(s), gather input on potential improvements to City/partner active transportation infrastructure and solicit

feedback from the community on ways to enhance walking and biking in the project areas' neighborhoods. Consultant will develop materials for the project including invitations, presentation slides, fact sheets, and infographics. The project team will host the meeting via a web-based application like Zoom, if held virtually, or coordinate with the project partners to identify an appropriate venue, if held in person. Consultant will take notes on all feedback received from the public during the workshop and develop a summary of findings after two (2) weeks in a Community Engagement Summary technical memorandum.

Consultant will handle all notifications (English and Spanish) for the workshop. The notification plan may include but is not limited to email blasts to interested community members, personal calls and emails to key stakeholders and community-based organizations, flyers and posters which can be posted at key activity centers, and social media content.

The three (3) community workshops are assumed to be held for the following project partners:

1. Pit River Tribe and Shasta County Public Works
2. City of Redding
3. City of Shasta Lake

If more than three (3) community workshops are needed, Consultant will prepare an amendment to this work authorization to scope and budget for additional community workshops if requested by the SRTA project manager.

1.3 Stakeholder Task Force Meetings

As part of the combined Redding project development work authorizations, Consultant will set up coordination meetings at key stages in the project development and grant writing process. While these meetings are separate from general community engagement, other stakeholders may be included in these meetings at the discretion of SRTA and the City/project partner(s). If it cannot be avoided, the project partner or SRTA may, at any of these key milestones, terminate the application process by updating and signing the Active Transportation Partnership agreement between all parties. No scope or budget for this activity is assumed in this Work Authorization.

1.4 Close-Out Meeting

Following the development of the preferred alignments for the project partners' ATP project(s) as part of separate work authorizations, Consultant will coordinate and facilitate up to three (3) virtual and/or in-person community meetings to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design. If the meetings are held virtually, Consultant will host the meetings via a web-based application like Zoom. The meetings will include a presentation by SRTA and Consultant staff and provide an opportunity for participants to discuss the preferred alignments and cross-sections with SRTA. Every attempt will be made to hold the meetings as part of events or meetings (virtual or in-person) already scheduled. If the meetings are held in-person, Consultant will work with the project partner, a local community center, or school to host the event. Consultant will also produce all interactive materials including boards, maps, displays, presentations,

and pre-recorded video clips. Consultant will produce a PowerPoint presentation and provide a bilingual notification (English and Spanish) for each meeting.

Before and after the meetings at the close-out events, SRTA and consultant staff will float between concept drawing displays of the project and engage members of the community to get their input, hear their stories (e.g., what are their active transportation struggles and how specifically will the project ameliorate those struggles?), and conduct video interviews with residents willing to share their story publicly. The presentation to residents will employ live polling to elicit which parts of the network they will use most, what challenges the improvements address, and what they hope to be able to achieve once the project is funded. Consultant will assist any individuals accessing the polls, as necessary (where possible encouraging participation from elderly residents). If the close-out meetings are held virtually, then time will be made available for residents to discuss the improvements virtually with staff before and after the presentation, and interviews will be arranged with individuals willing to share their thoughts publicly within one week of the presentation for SRTA staff to conduct. After the close-out meetings, Consultant will update the Community Engagement Summary technical memorandum with the additional feedback received.

The three (3) close-out meetings are assumed to be held for the following project partners:

1. Pit River Tribe and Shasta County Public Works
2. City of Redding
3. City of Shasta Lake

1.5 Pop-Up Workshops [Optional]

Consultant will organize and facilitate a series of up to five (5), if necessary, pop-up workshops at community destinations, local events, or key activity centers. Consultant will work with local schools, community-based organizations, or social service agencies representing various disadvantaged communities to identify community events that the pop-up workshops could be hosted at. This will provide an opportunity for residents to learn more about City or partner projects and encourage feedback. The workshops will include interactive games, activities, or demonstrations to encourage people to participate. Consultant will develop all promotional materials and event logistics materials. Budget has been assumed for up to five (5) pop-ups as part of this work authorization and will only be activated after confirmation by the project partner and SRTA. If more than five (5) pop-up workshops are needed, Consultant will prepare an amendment to this work authorization to scope and budget for additional pop-up workshops if requested by the SRTA project manager.

1.6 Temporary Built Environment Demonstration [Optional]

If desired by SRTA and the project partner, Consultant will scope and budget the support of community organizations, in coordination with local jurisdictions, in implementing a temporary built environment demonstration(s) as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget is assumed in this work authorization and will be prepared if requested by the SRTA project manager.

Deliverables from Task 1***Task 1.1***

- Coordinate, develop, and maintain overall SRATN project website
- Coordinate, develop, and maintain up to five (5) ATP project-specific web pages, including project partner backend project timeline/status pages

Task 1.2

- Coordinate and implement up to three (3) Community Workshops (engagement activity)
- Initial Community Engagement Summary technical memorandum including schedules, notes, invitations, participation counts from engagement meetings, public engagement campaign materials, content for social media posts (English & Spanish), survey(s), results, and analysis of results, project layout boards

Task 1.3

- No deliverables assumed as part of this work authorization

Task 1.4

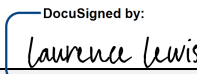
- Coordinate and implement up to three (3) Close-Out Engagement Meeting s(engagement activity)
- Final Community Engagement Summary technical memorandum including schedules, notes, invitations, participation counts from engagement meetings, public engagement campaign materials, content for social media posts (English & Spanish), survey(s), results, and analysis of results, project layout boards

Task 1.5 (Optional)

- Plan and conduct up to five (5) pop-up workshops (engagement activities) [Optional]

Task 1.6 (Optional)

Plan and support temporary built environment demonstration(s) [Optional]

Company:	Kittelson & Associates, Inc.
Date:	8/3/2023
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Appendix 4

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects – for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #16 – City of Shasta Lake Link Shasta Active Transportation Loop ATP Grant Application Support

Anticipated to be completed before July 2024.

Overview:

Consultant will assist SRTA, City of Shasta Lake (COSL), and Caltrans to develop the Link Shasta Active Transportation Loop (“Link Shasta”) project expanding the COSL’s existing walking and biking network to further develop low-stress active transportation connections throughout the City of Shasta Lake. The Link Shasta project consists of shared-use paths, neighborhood greenways (or similar low-stress bikeway facilities), pedestrian facilities and enhancements, as well as supporting traffic calming improvements throughout the City of Shasta Lake on Shasta Dam Boulevard, Ashby Road, Woodley Ave/Couer d’Alene Avenue, Pine Grove Avenue, Cabello Street, Deer Creek Road, Vallecito Street, Grand Coulee Boulevard, and Cascade Boulevard. The work authorization will include concept development; public engagement; coordination with SRTA, Caltrans, and other partners; and the development of grant application materials, if authorized.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization is \$99,994 and may not be exceeded without an amendment from SRTA. The effort in this work authorization is subject to the maximum budget under the overall contract – once that amount is reached, the work under this authorization will be stopped.

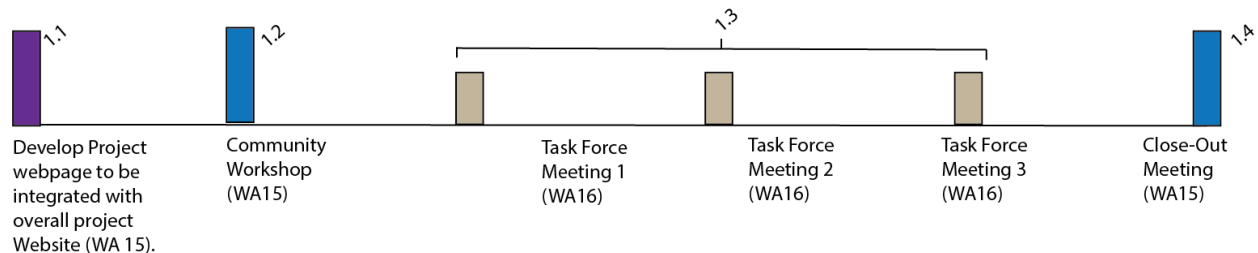
Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA’s Executive Director.

Scope of Work

Work Authorization #016 City of Shasta Lake Link Shasta Active Transportation Loop ATP Grant Application Support:

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION



The consultant, in collaboration with SRTA, the City of Shasta Lake, and Caltrans will implement a community engagement program to gather community input to inform the final alignments and designs of the Link Shasta project. Given there are multiple similar potential projects anticipated to be under development concurrently, community engagement activities will be combined into a community engagement-specific work authorization (Work Authorization #015). This authorization's engagement focuses on project-specific task force meetings.

1.1 – Develop Project Webpage

As part of Work Authorization #015, Consultant will develop a (SRTA-funded) project webpage to be integrated with the overall website for all projects receiving SRTA assistance (integration will take place once SRTA procures a website platform). The Link Shasta website should house both deliverables intended for public viewing and deliverables for viewing by staff only. This means the website should be set up to have both visible and “hidden” pages. Alternatively, staff could access a “backend” of the website for viewing internal deliverables. Consultant will update and maintain the project website until the application(s) is submitted to the grant program(s). The updates should also include development and maintenance of a project timeline portraying activities between signing this work authorization to grant submittal to finishing construction), so all parties are clear on the current status of the project, reducing the number of phone calls and emails associated with status updates. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.2 - Virtual Community Workshop

As part of Work Authorization #015, Consultant will coordinate and conduct one (1) virtual, hybrid, or in-person community workshop to build awareness of the Link Shasta project and other projects under the SRATN contract, gather input on potential improvements to associated active transportation infrastructure, and solicit feedback from the community on ways to enhance walking and biking in the project areas. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.3 Stakeholder Task Force Meetings

Consultant will schedule three (3) coordination meetings with the Stakeholder Task Force established for the Link Shasta project at key stages in the project development and grant writing process. While these meetings are separate from public engagement, other stakeholders may be included in these meetings at the discretion of SRTA and COSL. If it cannot be avoided, COSL or SRTA may terminate the application process at any of these key milestones by updating and signing the Active Transportation Partnership agreement between all parties.

The meetings are anticipated to be held virtually, last two to four (2-4) hours each, and include up to two (2) consultant staff in attendance. Consultant will develop relevant collateral specific to the Link Shasta project for these meetings as well as prepare meeting summaries.

The meetings are assumed to occur at the following key milestones:

Meeting 1: Existing Conditions, Goals, and Evaluation Metrics

The purpose of this meeting is to discuss existing conditions which help form the purpose and need for the project. Goals and evaluation metrics will be defined in the meeting which can be used to evaluate criteria in the alignment alternatives process. Residents near the project should participate, if possible.

Meeting 2: Cross Section and Alignment Selection

After options of cross sections and alignments are defined, consultant will apply the evaluation measures and present the results in a meeting with COSL, Caltrans, and SRTA staff and representatives of the community near the project. The intent of this meeting is to select a preferred alignment for concept design development.

Meeting 3: Concept Design

Once the Consultant has developed the draft preferred concept design and estimates, a stakeholder meeting will be held to present the design and define next steps and roles for the grant application process. The meeting summary will include a checklist-style document defining roles, responsibilities, and timelines for the grant application. Residents who participated previously should be invited back for a review before the design is brought before a wider public audience (Close-Out Meeting).

1.3 Close-Out Meeting

As part of Work Authorization #015, following the development of the preferred alignments in Task 3, Consultant will coordinate and facilitate a virtual and/or in-person community meeting to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design for all applicable SRATN projects. If the meeting is held virtually, the project team will host the meetings via a web-based application like Zoom. If the meeting is held in-person, Consultant and SRTA will work with SRATN partners to determine the location to host the event. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.4 Temporary Built Environment Demonstration [Optional]

If desired by SRTA and COSL, Consultant will scope and budget the support of community organizations, in coordination with local jurisdictions in implementing a temporary built environment demonstration for the Link Shasta project as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget for demonstration events is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Deliverables from Task 1

Task 1.3

- Lead and attend three (3) Stakeholder Task Force meetings (engagement activity). Deliver meeting collateral and summaries

Task 1.4 (Optional)

- Plan and support temporary built environment demonstration [Optional]

TASK 2. BASELINE DATA COLLECTION

Consultant will conduct a review of the baseline data as it relates to the grant project. This includes summarizing existing conditions, reviewing existing plans and studies, and conducting a walk audit focused on potential projects.

2.1 – Existing Plan Review

Prior to the community engagement events in Task 1, Consultant will review the existing plans and studies as they relate to potential segments of the Link Shasta project. The review will focus on identifying consistency in planning documents as required by grant applications. The result of this effort will be a brief memorandum identifying the corridors reviewed, potential grant eligibility, and opportunities and challenges associated with each segment of a competitive ATP application to fund a complete walk and bike network. This effort will also result in recommendations for grouping projects to increase competitiveness, if applicable.

2.2 – Existing Conditions Review

Prior to the community engagement events in Task 1, Consultant will conduct a high-level review of the existing conditions in the study area with a focus on identifying elements which impact grant competitiveness and eligibility for the project. This will include a Census Tract-level GIS mapping exercise to consider social, demographic, and health characteristics such as median household income, racial and ethnic makeup, and transportation patterns. Sources may include SRTA, the US Census Bureau, the California Healthy Places Index, COSL, and others, as available. Key destinations for walking and biking along and at the ends of the corridors will be identified. Existing infrastructure for walking and biking will also be mapped, using existing data provided to the Consultant. To the extent that vehicle speeds and volumes, roadway number of lanes,

transit routes and stops, and intersection control data is available, this will also be mapped. Finally, pedestrian and bicycle crash data will be mapped using data from UC Berkeley's Transportation Injury Mapping System, SRTA's bike and ped crash documentation (if applicable), and resident accounts of unreported crashes and near-misses. The result of this task will be a series of maps and a brief memo documenting high level conclusions.

Draft evaluation metrics will be developed and included in the memo to help weight the performance opportunities, challenges, benefits, and costs associated with different alignment or cross-section alternatives to help prioritize and evaluate each alternative option with SRTA and COSL staff in Task 3. Authorization from the SRTA project manager will be provided prior to proceeding with the evaluation.

2.3 – Walk Audit

Prior to or in conjunction with the first community engagement event in Task 1, Consultant will plan, and host one half-day walk audit with public agency stakeholders from SRTA, COSL, and others as identified by the project team who could include but are not limited to Caltrans District 2, Shasta County Public Health, and Gateway Unified School District. Up to two (2) consultant staff (engineer and grant writer), in addition to the consultant project manager, will attend the walk audit.

The purpose of this audit will be to gain a better understanding of how the transportation system is currently performing for people walking and biking, the issues and challenges faced, the potential space constraints or opportunities, and other information which can only be observed by physically experiencing the area. Authorization from the SRTA project manager will be provided prior to proceeding with efforts associated with planning and performing the walk audit.

Deliverables from Task 2

Task 2.1

- Corridor Review Summary technical memorandum

Task 2.2

- Existing Conditions technical memorandum (including evaluation metrics, maps, graphics, analysis, and summary)

Task 2.3

- Coordinate and conduct walk audit
- Notes and photos from the walk audit

TASK 3. PROJECT DEVELOPMENT

Consultant will develop conceptual corridor alignments, cross-sections, and supporting documentation to inform decision-making towards a preferred concept for the Link Shasta project.

3.1 – Conceptual Corridor Alignments and Layouts

Following the Virtual Community Workshop in Task 1.1, Consultant will consider the proposed project and develop up to ten (10) conceptual alignments and cross sections which could be included in the project. Alignments will be GIS or CAD over aerial photos for base maps and enhanced for understanding by non-engineer ATP evaluators. Cross sections will be developed in Streetmix or a similar program. This task may also include considering up to three (3) route alternatives, if needed. Consultant will apply the evaluation metrics to each and will present these options to STRA and COSL to identify one preferred set of features and cross sections as well as preferred alignments as needed. Concept alignment and layout alternatives will be presented to the Stakeholder Task Force in Task 1.2.

3.2 – Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

Authorization from the SRTA project manager will be provided prior to proceeding with development of a preferred concept. Once the preferred project alignments, cross sections, and features have been determined, Consultant will develop illustrative concept drawings exhibiting the final preferred alternative to levels of detail suitable to support competitive grant applications (PSR equivalent layouts). The layouts will be done over scaled aerial imagery and consider visible or observed conditions related to things like driveway access, transit stops/service, utilities, and constraints from right-of-way, land use, environmental considerations, grading, and stormwater as needed. Cost estimates will be developed based on the concept plans for the preferred project. Cross sections and PSR-equivalent layouts will be enhanced with labeling, legends, color, and textures to convey the improvements in a visually articulate manner more clearly to ATP evaluators of different professional backgrounds. The draft preferred concept alignments and layouts will be presented to the Stakeholder Task Force in Task 1.2.

After review by SRTA, COSL, and the Stakeholder Task Force, the draft-final preferred alignment and layout recommendations will be presented to the public as part of the Close-Out Meeting in Task 1.3. A final preferred alignment and layout recommendations will be developed based on feedback from the Close-Out Meeting and direction from SRTA and COSL.

This task will also include developing grant-related supporting documents such as Engineer's Cost Estimate, Engineer's Checklist, right-of-way checklist, and other requirements determined by the ATP grant program or other grant program, if needed.

This Work Authorization does not include traffic operations analysis. After securing grant funds to support implementation, each project will need to undergo PS&E and, in some instances, require environmental study/clearance. These efforts are not included in this Work Authorization.

3.3 – Traffic Operations Analysis [Optional]

If required by Caltrans, desired by COSL, and authorized by the SRTA Project Manager, \$17,491.90 in the budget will be approved for the Consultant to evaluate intersection traffic operations for the preferred alternative(s) under consideration along State Route 151 (Shasta Dam Boulevard) to determine any impacts to corridor traffic operations through the city of Shasta Lake. This analysis assumes up to eight (8) intersections and will be analyzed for AM and PM peak hour traffic impacts including level of service and 85 percentile queuing. Up to two (2) alternatives will be evaluated at each intersection as well as existing conditions. Results of the traffic operations analysis will be documented in a technical memorandum and consultant will respond to a consolidated set of comments from project partners and SRTA.

If additional traffic operations analysis is needed, a scope and budget to amend this Work Authorization to include additional traffic operations analysis and documentation will be prepared if requested by the SRTA project manager.

Task 3.1

- Up to ten (10) total conceptual alignments and cross sections with up to three (3) route alternatives.

Task 3.2

- Draft, Draft Final, and Final recommended alignments, and enhanced PSR-Equivalent layouts.
- Technical memorandum summarizing corridor alignment and layout results.
- Draft grant-related supporting documents

Task 3.3

- Traffic operations analysis and draft and final documentation [Optional]

TASK 4. GRANT WRITING

Consultant will assist SRTA and COSL in developing a grant application and applying for grant funding from the California Transportation Commission's (CTC) Active Transportation Program or another similar grant program. Authorization from the SRTA project manager will be provided prior to proceeding with developing grant materials described in this task.

4.1 - Grant Writing and Integration of Feedback

Consultant will develop a timeline and checklist of all items needed for the project's grant application and work with SRTA to obtain relevant information for inclusion in it.

SRTA and COSL will be responsible for obtaining and providing Consultant with the necessary background data to develop narrative responses and prepare "evaluator-friendly" exhibits based on deliverables from Tasks 2 and 3. Consultant will prepare template and brand guidelines for all

graphic materials and support elements. Data provided by SRTA will be analyzed and translated into the templates providing the ability to tell a more focused story within the application while also delivering a consistent look within the application. Consultant will develop narrative responses to grant application questions based on coordination with SRTA and COSL.

Partners' feedback from one round of review will inform the development of a second draft. A review panel assembled from ATP experts, who will not have worked on the SRATN project until this point, will be tasked with reviewing the second draft of the application. Partner feedback following the expert review panel's input, and a final round of final changes from SRTA/partners, will be incorporated into the grant application materials prior to finalization.

4.2 Grant Material Updates [Optional]

Consultant will update materials prepared for the Active Transportation Program to prepare the materials for another identified grant program or programs, as identified by the COSL and SRTA. A scope and budget to amend this Work Authorization to include additional grant application material(s) will be prepared if requested by the SRTA project manager.

Deliverables from Task 4

Task 4.1

- Draft and Final documents and ATP (or similar program) Grant Application.
- Expert Review Panel's input.

Task 4.2

- Draft and Final documents and grant application(s) [Optional]

Company:	Kittelson & Associates, Inc.
Date:	7/18/2023
Name:	Laurence Lewis
Job Title:	Principal Planner
Signature:	
Address:	155 Grand Avenue, Suite 505 Oakland, CA 94612
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Appendix 5

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects – for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #17 – City of Redding Hilltop Drive Extension ATP Grant Support

Anticipated to be completed before July 2024.

Overview:

Consultant will assist SRTA and the City of Redding (City) in developing an ATP grant application for the Hilltop Drive Extension ATP Cycle 7 project to expand the Hilltop Drive ATP Cycle 6 project to include a potential shared-use path to the North Hilltop Community, as well as potential neighborhood greenway improvements and pedestrian improvements for some neighborhoods along Hilltop Drive, between Lake Boulevard and Interstate 5. The work authorization will include concept development; public engagement; coordination with the City, SRTA, Caltrans, and other partners; and the development of grant application materials, if desired.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization is \$38,984 and may not be exceeded without an amendment from SRTA. The effort in this work authorization is subject to the maximum budget under the overall contract – once that amount is reached, the work under this authorization will be stopped.

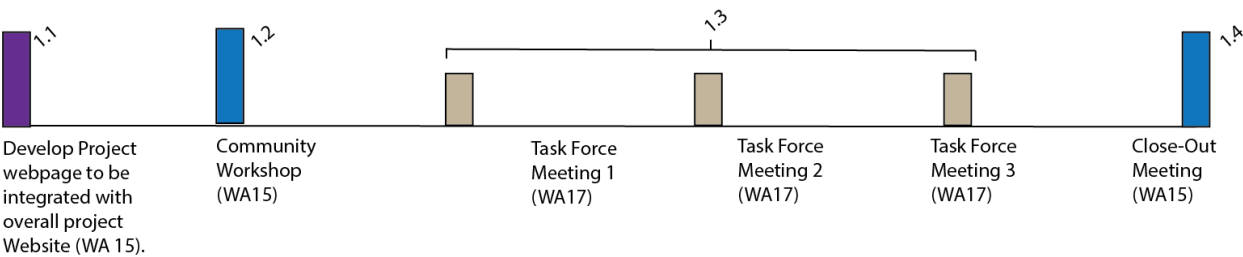
Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA's Executive Director.

Scope of Work

Work Authorization #017 City of Redding Hilltop Drive Extension ATP Grant Application Support:

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION



Building on the community engagement performed for the Hilltop Drive project, the consultant, in collaboration with SRTA and the City will implement a community engagement program to gather community input to inform the final alignments and designs of the Hilltop Drive Extension project. Given there are multiple similar potential projects anticipated to be under development concurrently, community engagement activities will be combined into a community engagement-specific work authorization (Work Authorization #015). This authorization’s engagement focuses on project-specific task force meetings.

1.1 Develop Project Webpage

As part of Work Authorization #015, Consultant will develop a (SRTA-funded) project webpage to be integrated with the overall website for all projects receiving SRTA assistance (integration will take place once SRTA procures a website platform). The Hilltop Extension website should house both deliverables intended for public viewing and deliverables for viewing by staff only. This means the website should be set up to have both visible and “hidden” pages. Alternatively, staff could access a “backend” of the website for viewing internal deliverables. Consultant will update and maintain the project website until the application(s) is submitted to the grant program(s). The updates should also include development and maintenance of a project timeline portraying activities between signing this work authorization to grant submittal to finishing construction), so all parties are clear on the current status of the project, reducing the number of phone calls and emails associated with status updates. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.2 Virtual Community Workshop

As part of Work Authorization #015, Consultant will coordinate and conduct one (1) virtual, hybrid, or in-person community workshop to build awareness of the Hilltop Drive Extension project and other projects under the SRATN contract, gather input on potential improvements to associated active transportation infrastructure, and solicit feedback from the community on ways to enhance walking and biking in the project areas. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.3 Stakeholder Task Force Meetings

Consultant will schedule three (3) coordination meetings with the Stakeholder Task Force established for the Hilltop Drive Extension project at key stages in the project development and grant writing process. While these meetings are separate from public engagement, other stakeholders may be included in these meetings at the discretion of SRTA and the City. If the City and SRTA have irreconcilable differences, they may terminate the application process at any of these key milestones by updating and signing the Active Transportation Partnership agreement between all parties.

The meetings are anticipated to be held virtually, last two to four (2-4) hours each, and include up to two (2) consultant staff in attendance. Consultant will develop relevant collateral specific to the Hilltop Drive Extension project for these meetings as well as prepare meeting summaries.

The meetings are assumed to occur at the following key milestones:

Meeting 1: Existing Conditions, Goals, and Evaluation Metrics

The purpose of this meeting is to discuss existing conditions which help form the purpose and need for the project. Goals and evaluation metrics will be defined in the meeting which can be used to evaluate criteria in the alignment alternatives process. Residents near the project should participate.

Meeting 2: Cross Section and Alignment Selection

After options of cross sections and alignments are defined, consultant will apply the evaluation measures and present the results in a meeting with City and SRTA staff and representatives of the community near the project. The intent of this meeting is to select a preferred alignment for concept design development.

Meeting 3: Concept Design

Once the Consultant has developed the draft preferred concept design and estimates, a stakeholder meeting will be held to present the design and define next steps and roles for the grant application process. The meeting summary will include a checklist-style document defining roles, responsibilities, and timelines for the grant application. Residents who participated heretofore should be invited back for a review before the design is brought before a wider public audience (Close-Out Meeting).

1.4 Close-Out Meeting

As part of Work Authorization #015, following the development of the preferred alignments in Task 3, Consultant will coordinate and facilitate a virtual and/or in-person community meeting to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design for all applicable SRATN projects. If the meeting is held virtually, the project team will host the meetings via a web-based application like Zoom. If the meeting is held in-person, Consultant and SRTA will work with SRATN

participating agencies to determine the location to host the event. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.5 Temporary Built Environment Demonstration [Optional]

If desired by SRTA and the City of Redding, Consultant will scope and budget the support of community organizations, in coordination with local jurisdictions in implementing a temporary built environment demonstration for the Hilltop Drive Extension as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget for demonstration events is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Deliverables from Task 1

Task 1.2

- Lead and attend three (3) Stakeholder Task Force meetings (engagement activity). Deliver meeting collateral and summaries

Task 1.5 (Optional)

- Plan and support temporary built environment demonstration [Optional]

TASK 2. BASELINE DATA COLLECTION

Consultant will conduct a review of the baseline data as it relates to the grant project building off the data collected as part of the ATP Cycle 6 Hilltop Drive ATP project grant application development. This includes summarizing existing conditions, reviewing existing plans and studies, and conducting a walk audit focused on potential projects.

2.1 – Existing Plan Review

Prior to the community engagement events in Task 1, Consultant will review the existing plans and studies from the Hilltop Drive ATP project as they relate to potential segments of the Hilltop Drive Extension project. Consultant will review the existing plans and studies in the area as they relate to potential segments of this project in north Redding. These efforts will focus on City of Redding and SRTA active transportation plans but may include others as identified by SRTA and the City. The review will focus on identifying consistency in planning documents as required by grant applications. The result of this effort will be a brief memorandum identifying the corridors reviewed, potential grant eligibility, and opportunities and challenges associated with each segment of a competitive ATP application to fund a complete walk and bike network. This effort will also result in recommendations for grouping projects to increase competitiveness, if applicable.

2.2 – Existing Conditions Review

Prior to the community engagement events in Task 1, Consultant will conduct a high-level review of the existing conditions in the study area with a focus on identifying elements which impact grant competitiveness and eligibility. This will include a Census Tract-level GIS mapping exercise to consider social, demographic, and health characteristics such as median household income, racial and ethnic makeup, and transportation patterns. Sources may include SRTA, the US Census Bureau, the California Healthy Places Index, City of Redding, and others, as available. Key destinations for walking and biking along and at the ends of the corridors will be identified. Existing infrastructure for walking and biking will also be mapped, using existing data provided to the Consultant. To the extent that vehicle speeds and volumes, roadway number of lanes, transit routes and stops, and intersection control data is available, this will also be mapped. Finally, pedestrian and bicycle crash data will be updated from the Hilltop Drive ATP project and mapped using data from UC Berkeley's Transportation Injury Mapping System, SRTA's bike and ped crash documentation (if applicable), and resident accounts of unreported crashes and near-misses. The result of this task will be a series of maps and a brief memo documenting high level conclusions.

It is assumed that any existing conditions documentation related to the existing bridge over Interstate 5 will be provided by Caltrans and the City of Redding. No scope or budget is assumed for evaluating the bridge by the Kittelson team.

Draft evaluation metrics will be developed and included in the memo to help weight the performance opportunities, challenges, benefits, and costs associated with different alignment or cross-section alternatives to help prioritize and evaluate each alternative option with SRTA and City staff in Task 3. Authorization from the SRTA project manager will be provided prior to proceeding with the evaluation.

2.3 – Walk Audit

Prior to or in conjunction with the first community engagement event in Task 1, Consultant will plan, and host one half-day walk audit with public agency stakeholders from SRTA, the City, and others as identified by SRTA and the City who could include but are not limited to Caltrans District 2, Shasta County Public Health, Redding School District, Enterprise Elementary School District, Country Christian School, and Shasta Union High School District. Up to two (2) consultant staff (engineer and grant writer), in addition to the consultant project manager, will attend the walk audit.

The purpose of this audit will be to gain a better understanding of how the transportation system is currently performing for people walking and biking, the issues and challenges faced, the potential space constraints or opportunities, and other information which can only be observed by physically experiencing the area. Authorization from the SRTA project manager will be provided prior to proceeding with efforts associated with planning and performing the walk audit.

Deliverables from Task 2

Task 2.1

- Corridor Review Summary technical memorandum

Task 2.2

- Existing Conditions technical memorandum with maps and graphics, analysis, and summary

Task 2.3

- Coordinate and conduct walk audit
- Notes and photos from the walk audit

TASK 3. PROJECT DEVELOPMENT

\$11,343 in the budget has been assumed in this authorization to deliver this task but is subject to authorization from SRTA and the City to initiate. Consultant will develop conceptual corridor alignments, cross-sections, and supporting documentation to inform decision-making towards a preferred concept for the Hilltop Drive Extension project.

3.1 – Conceptual Corridor Alignments and Layouts

Following the Virtual Community Workshop in Task 1.1, Consultant will consider the proposed project and develop up to ten (10) conceptual alignments and cross sections which could be included in the project. Alignments will be GIS or CAD over aerial photos for base maps and enhanced for understanding by non-engineer ATP evaluators. Cross sections will be developed in Streetmix or a similar program. This task may also include considering up to three (3) route alternatives, if needed. Consultant will apply the evaluation metrics to each and will present these options to STRA and the City to identify one preferred set of features and cross sections as well as preferred alignments as needed. Concept alignment and layout alternatives will be presented to the Stakeholder Task Force in Task 1.2.

3.2 – Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

Authorization from the SRTA project manager will be provided prior to proceeding with development of a preferred concept. Once the preferred project alignments, cross sections, and features have been determined, Consultant will develop illustrative concept drawings exhibiting the final preferred alternative to levels of detail suitable to support competitive grant applications (PSR equivalent layouts). The layouts will be done over scaled aerial imagery and consider visible or observed conditions related to things like driveway access, transit stops/service, utilities, and constraints from right-of-way, land use, environmental considerations, grading, and stormwater, as needed. Cost estimates will be developed based on the concept plans for the preferred project.

No scope or budget is assumed in this task order for developing structural designs or cost estimates for the Interstate 5 overcrossing, as that work relates to Caltrans' connecting bridge project. Caltrans will develop any conceptual designs and cost estimates for potential bridge concepts over Interstate 5. Kittelson will provide input onto the bridge designs for multimodal considerations if requested by SRTA and city staff. A scope and budget to amend this Work Authorization to include any additional work will be prepared if requested by the SRTA project manager.

Cross sections and PSR-equivalent layouts will be enhanced with labeling, legends, color, and textures to convey the improvements in a visually articulate manner more clearly to ATP evaluators of different professional backgrounds. The draft preferred concept alignments and layouts will be presented to the Stakeholder Task Force in Task 1.2.

After review by SRTA, the City, and the Stakeholder Task Force, the draft-final preferred alignment and layout recommendations will be presented to the public as part of the Close-Out Meeting in Task 1.4. A final preferred alignment and layout recommendations will be developed based on feedback from the Close-Out Meeting and direction from SRTA and the City.

This task will also include developing grant-related supporting documents such as Engineer's Cost Estimate, Engineer's Checklist, right-of-way checklist, and other requirements determined by the ATP grant program excluding structural engineering of the overcrossing being developed by Caltrans.

This Work Authorization does not include traffic operations analysis. After securing grant funds to support implementation, each project will need to undergo PS&E and, in some instances, require environmental study/clearance. These efforts are not included in this Work Authorization. If traffic operations analysis is needed, a scope and budget to amend this Work Authorization to include traffic operations analysis and documentation will be prepared if requested by the SRTA project manager.

Task 3.1

- Up to ten (10) total conceptual alignments and cross sections with up to three (3) route alternatives.

Task 3.2

- Draft, Draft-Final, and Final recommended alignments and enhanced PSR-Equivalent layouts.
- Technical memorandum summarizing corridor alignment and layout results.
- Draft grant-related supporting documents
- Traffic operations analysis and documentation [Optional]

Task 4. Grant Writing

Consultant will assist SRTA and City in developing a grant application and applying for grant funding from the California Transportation Commission's (CTC) Active Transportation Program or another similar grant program. Authorization from the SRTA project manager will be provided prior to proceeding with developing grant materials described in this task.

4.1 - Grant Writing and Integration of Feedback

Consultant will develop a timeline and checklist of all items needed for the project's grant application and work with SRTA to obtain relevant information for inclusion in it.

SRTA and the City will be responsible for obtaining and providing consultant with the necessary background data to develop narrative responses and prepare "evaluator-friendly" exhibits based on deliverables from Tasks 2 and 3. Consultant will prepare template and brand guidelines for all graphic materials and support elements. Data provided by SRTA will be analyzed and translated into the templates providing the ability to tell a more focused story within the application while also delivering a consistent look within the application. Consultant will develop narrative responses to grant application questions based on coordination with SRTA and the City.

Partners' feedback from one round of review will inform the development of a second draft. A review panel assembled from ATP experts, who will not have worked on the SRATN project until this point, will be tasked with reviewing the second draft of the application(s). Partner feedback following the expert review panel's input, and a final round of final changes from SRTA/partners, will be incorporated into the grant application materials prior to finalization of the application(s).

Deliverables from Task 4

Task 4.1

- Draft and Final versions of documents and grant application (ATP or similar program).
- Expert Review Panel's input.

Company:	Kittelson & Associates, Inc.
Date:	9/21/2023
Name:	Laurence Lewis
Job Title:	Principal Planner
Signature:	DocuSigned by:  5285DAF00F1940D...
Address:	155 Grand Avenue, Suite 505 Oakland, CA 94612
E-Mail:	llewis@kittelson.com

Appendix 6

Shasta Regional Transportation Agency (SRTA)

Contract Number 2021-01: Preparation of Grant Program-Ready Active Transportation Projects – for The Shasta Regional Active Transportation Network (SRATN)

Work Authorization #18 – City of Redding Jenny Creek Trail of Lights ATP Grant Support

Anticipated to be completed before July 2024.

Overview:

Consultant will assist SRTA and the City of Redding (City) in developing an ATP grant application for the Jenny Creek Trail of Lights ATP project to develop a shared-use path between T.R. Woods Memorial Park and the Sacramento River Trail following the Jenny Creek drainage toward the Sacramento River. The work authorization will include illustrative concept development; a photo simulation rendering; public engagement; coordination with the City, SRTA, and other partners; and the development of grant application materials, if desired.

Consultant Fees

Consultant is to be paid on a fixed-fee basis. Fee rates used to develop the work authorization fee are to be based on those identified in Attachment B of the contract (contract #2021-01) signed between SRTA and Consultant on June 2, 2021.

Budget

The budget for this work authorization is \$39,628 and may not be exceeded without an amendment from SRTA. The effort in this work authorization is subject to the maximum budget under the overall contract – once that amount is reached, the work under this authorization will be stopped.

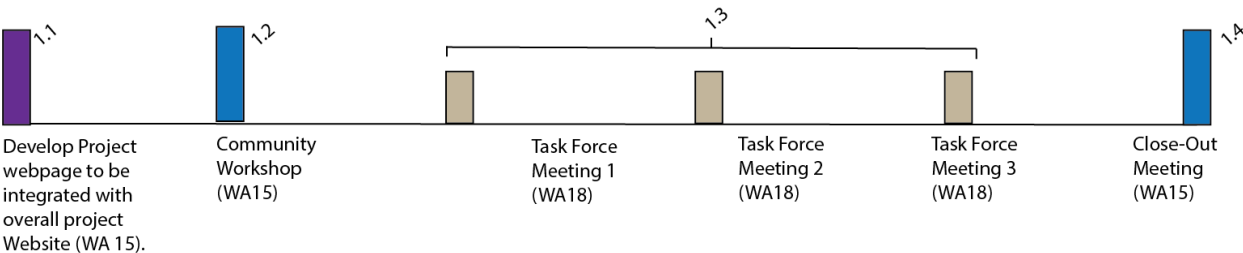
Point of Contact

Keith Williams is the primary point-of-contact for the work authorization. No charges may be made to this work authorization without the approval of Keith or SRTA's Executive Director.

Scope of Work

Work Authorization #018 City of Redding Jenny Creek Trail of Lights ATP Grant Application Support:

TASK 1. ENGAGEMENT AND PARTNER COMMUNICATION



Consultant, in collaboration with SRTA and the City will implement a community engagement program to gather community input to inform the final alignments and designs of the Jenny Creek Trail of Lights project. Given there are multiple similar potential projects anticipated to be under development concurrently, community engagement activities will be combined into a community engagement-specific work authorization (Work Authorization #015). This authorization’s engagement focuses on project-specific task force meetings.

1.1 Develop Project Webpage

As part of Work Authorization #015, Consultant will develop a (SRTA-funded) project webpage to be integrated with the overall website for all projects receiving SRTA assistance (integration will take place once SRTA procures a website platform). The Jenny Creek Trail of Lights website should house both deliverables intended for public viewing and deliverables for viewing by staff only. This means the website should be set up to have both public and staff-only pages. Alternatively, staff could access a “backend” of the website for viewing internal deliverables. Consultant will update and maintain the project website until the application(s) is submitted to the grant program(s). The updates should also include development and maintenance of a project timeline portraying activities between signing this work authorization to grant submittal to finishing construction), so all parties are clear on the current status of the project, reducing the number of phone calls and emails associated with status updates. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.2 Virtual Community Workshop

As part of Work Authorization #015, Consultant will coordinate and conduct one (1) virtual, hybrid, or in-person community workshop to build awareness of the Jenny Creek Trail of Lights project and other projects under the SRATN contract, gather input on potential improvements to associated active transportation infrastructure, and solicit feedback from the community on ways to enhance walking and biking in the project areas. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.3 Stakeholder Task Force Meetings

Consultant will schedule three (3) coordination meetings with the Stakeholder Task Force established for the Jenny Creek Trail of Lights project at key stages in the project development and grant writing process. While these meetings are separate from public engagement, other stakeholders may be included in these meetings at the discretion of SRTA and the City. If the City and SRTA have irreconcilable differences, they may terminate the application process at any of these key milestones by updating and signing the Active Transportation Partnership agreement between all parties.

The meetings are anticipated to be held virtually, last two to four (2-4) hours each, and include up to two (2) consultant staff in attendance. Consultant will develop relevant collateral specific to the Jenny Creek Trail of Lights project for these meetings as well as prepare meeting summaries.

The meetings are assumed to occur at the following key milestones:

Meeting 1: Existing Conditions, Goals, and Evaluation Metrics

The purpose of this meeting is to discuss existing conditions which help form the purpose and need for the project. Goals and evaluation metrics will be defined in the meeting which can be used to evaluate criteria in the alignment alternatives process. Residents near the project should participate.

Meeting 2: Cross Section and Alignment Selection

After options of cross sections and alignments are defined, consultant will apply the evaluation measures and present the results in a meeting with City and SRTA staff and representatives of the community near the project. The intent of this meeting is to select a preferred alignment for concept design development.

Meeting 3: Concept Design

Once the Consultant has developed the draft preferred concept design and estimates, a stakeholder meeting will be held to present the design and define next steps and roles for the grant application process. The meeting summary will include a checklist-style document defining roles, responsibilities, and timelines for the grant application. Residents who participated heretofore should be invited back for a review before the design is brought before a wider public audience (Close-Out Meeting).

1.4 Close-Out Meeting

As part of Work Authorization #015, following the development of the preferred alignments in Task 3, Consultant will coordinate and facilitate a virtual and/or in-person community meeting to share the preferred project alignments and cross-sections, and solicit a final round of feedback from the community on the proposed design for all applicable SRATN projects. If the meeting is held virtually, the project team will host the meetings via a web-based application like Zoom. If the meeting is held in-person, Consultant and SRTA will work with SRATN

participating agencies to determine the location to host the event. No scope or budget for this activity is assumed in this Work Authorization. See Work Authorization 15 for further details.

1.5 Temporary Built Environment Demonstration [Optional]

If desired by SRTA and the City of Redding, Consultant will scope and budget the support of community organizations, in coordination with local jurisdictions in implementing a temporary built environment demonstration for the Jenny Creek Trail of Lights project as a means for generating community input and buy-in for the project(s) being developed and advanced to grant applications. No scope or budget for demonstration events is assumed in this Work Authorization. A scope and budget to amend this Work Authorization to include this optional task will be prepared if requested by the SRTA project manager.

Deliverables from Task 1

Task 1.2

- Lead and attend three (3) Stakeholder Task Force meetings (engagement activity). Deliver meeting collateral and summaries

Task 1.5 (Optional)

- Plan and support temporary built environment demonstration [Optional]

TASK 2. BASELINE DATA COLLECTION

Consultant will conduct a review of the baseline data as it relates to the grant project. This includes summarizing existing conditions, reviewing existing plans and studies, and conducting a walk audit focused on potential projects.

2.1 – Existing Plan Review

Prior to the community engagement events in Task 1, Consultant will review the existing plans and studies in the area as they relate to potential segments of the Jenny Creek Trail of Lights. These efforts will focus on City of Redding and SRTA active transportation plans but may include others as identified by SRTA and the City. The review will focus on identifying consistency in planning documents as required by grant applications. The result of this effort will be a brief memorandum identifying the corridors reviewed, potential grant eligibility, and opportunities and challenges associated with each segment of a competitive ATP application to fund a complete walk and bike network. This effort will also result in recommendations for grouping projects to increase competitiveness, if applicable.

2.2 – Existing Conditions Review

Prior to the community engagement events in Task 1, Consultant will conduct a high-level review of the existing conditions in the study area with a focus on identifying elements which impact grant competitiveness and eligibility. This will include a Census Tract-level GIS mapping exercise to consider social, demographic, and health characteristics such as median household

income, racial and ethnic makeup, and transportation patterns. Sources may include SRTA, the US Census Bureau, the California Healthy Places Index, City of Redding, and others, as available. Key destinations for walking and biking along and at, or near, the ends of the corridors will be identified. Existing infrastructure for walking and biking will also be mapped, using existing data provided to the Consultant. To the extent that vehicle speeds and volumes, roadway number of lanes, transit routes and stops, and intersection control data is available, this will also be mapped. Finally, pedestrian and bicycle crash data will be mapped using data from UC Berkeley's Transportation Injury Mapping System, SRTA's bike and ped crash documentation (if applicable), and resident accounts of unreported crashes and near-misses. The result of this task will be a series of maps and a brief memo documenting high level conclusions.

Draft evaluation metrics will be developed and included in the memo to help weight the performance opportunities, challenges, benefits, and costs associated with different alignment or cross-section alternatives to help prioritize and evaluate each alternative option with SRTA and City staff in Task 3. Authorization from the SRTA project manager will be provided prior to proceeding with the evaluation.

2.3 – Site Visit (or Walk Audit)

If desired, prior to or in conjunction with the first community engagement event in Task 1, Consultant will plan, and host one half-day walk audit with public agency stakeholders from SRTA, the City, and others as identified by SRTA and the City who could include but are not limited to Shasta County Public Health, Redding School District, and Shasta Union High School District. Up to two (2) consultant staff (engineer and grant writer), in addition to the consultant project manager, would attend the walk audit. If no walk audit is desired, then these consultant staff will simply conduct a project site visit and take photos.

 purpose of the potential audit would be to gain a better understanding of how the transportation system is currently performing for people walking and biking, the issues and challenges faced, the potential space constraints or opportunities, and other information which can only be observed by physically experiencing the area. Authorization from the SRTA project manager would be provided prior to proceeding with efforts associated with planning and performing the site visit or the walk audit.

Deliverables from Task 2

Task 2.1

- Corridor Review Summary technical memorandum

Task 2.2

- Existing Conditions technical memorandum with maps and graphics

Task 2.3

- Coordinate and conduct site visit (walk audit if desired)
- Notes and photos from the site visit (walk audit if desired)

TASK 3. PROJECT DEVELOPMENT

\$8,575 in the budget has been assumed in this authorization to deliver this task but is subject to authorization from SRTA and the City to initiate. Consultant will develop conceptual corridor alignments, cross-sections, and supporting documentation to inform decision-making towards a preferred concept for the Jenny Creek Trail of Lights project.

3.1 – Conceptual Corridor Alignments and Layouts

Consultant will coordinate with SRTA and City staff to stay apprised of developments in the alignment of the Jenny Creek Trail and pump house projects that may inform the grant application and ultimate design decisions.

3.2 – Alignment and Layout Recommendations (Including Preliminary Cost Estimates)

In coordination with SRTA and City staff, Consultant will develop conceptual sketches of potential improvement alternatives at the following locations:

- The Jenny Creek Trail intersection with the proposed pump house maintenance road or the Sacramento River Trail depending on the alternative chosen by the City project team for the larger project. Concept sketches will focus on managing conflicts and speeds at the intersection between the Jenny Creek trail alignment and the maintenance road or Sacramento River Trail.
- Sacramento River Trail at South Diestlehorst Bridge Trailhead parking lot. Concept sketches will focus on approaches to better delineate potential conflicts between users of the Sacramento River Trail and drivers accessing the trailhead parking lots using Middle Creek Road.

Consultant will develop up to four (4) concept sketches of potential improvements to be integrated into the City's project design.

Consultant will also review and comment on up to three (3) sets of design plans shared by the City to identify any potential improvements to better serve trail users.

Once the preferred project alignments, cross sections, and features have been determined, Consultant will develop illustrative concept drawings exhibiting the final preferred alternative to levels of detail suitable to support competitive grant applications (PSR equivalent layouts). It is assumed that the City will provide the final CAD drawings of the project design for use in the illustrative concept drawings. The layouts will be done over scaled aerial imagery and consider visible or observed conditions related to things like driveway access, transit stops/service, utilities, and constraints from right-of-way, land use, environmental considerations, grading, and stormwater, as needed. Cross sections and PSR-equivalent layouts will be enhanced with labeling, legends, color, and textures to convey the improvements in a visually articulate manner more clearly to ATP evaluators of different professional backgrounds.

It is assumed that cost estimates will be developed by the City project team. Consultant will review and comment on the cost estimate as it relates to ATP cost estimate requirements.

This task will also include developing a before and after photo-simulation rendering (or similar) of the Jenny Creek Trail improvements at one (1) location. This rendering will present and label the improvements associated with the trail using a photo of existing conditions with a photo simulation (or similar) rendering of the proposed improvements over the existing conditions photo to illustrate the improvements and aid in grant competitiveness.

The draft illustrative concept alignments, layouts, and photo simulation rendering will be presented to the Stakeholder Task Force in Task 1.2. After review by SRTA, the City, and the Stakeholder Task Force, the draft-final illustrative concept alignment, layout recommendations, and photo simulation rendering will be presented to the public as part of the Close-Out Meeting in Task 1.4. Final illustrative concept alignment, layout recommendations, and photo simulation rendering will be developed based on feedback from the Close-Out Meeting and direction from SRTA and the City.

This Work Authorization does not include traffic operations analysis. After securing grant funds to support implementation, each project will need to undergo PS&E and, in some instances, require environmental study/clearance. These efforts are not included in this Work Authorization.  If traffic operations analysis is needed, a scope and budget to amend this Work Authorization to include traffic operations analysis and documentation will be prepared if requested by the SRTA project manager.

Task 3.2

- Up to four (4) concept sketches each for the Jenny Creek Trail intersection and South Diestlehorst Bridge Trailhead parking lot.
- Draft, Draft-Final, and Final enhanced PSR-Equivalent layouts.
- Draft, Draft-Final, and Final photo simulation.
- Traffic operations analysis and documentation [Optional with added scope and budget.]

Task 4. Grant Writing

Consultant will assist SRTA and the City in applying for active transportation grant funding from the California Transportation Commission's (CTC) Active Transportation Program. Authorization from the SRTA project manager will be provided prior to proceeding with developing grant materials described in this task.

4.1 - Grant Writing and Integration of Feedback

Consultant will develop a timeline and checklist of all items needed for the project's grant application and work with SRTA to obtain relevant information for inclusion in it.

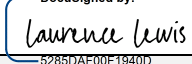
SRTA and the City will be responsible for obtaining and providing consultant with the necessary background data to develop narrative responses and prepare “evaluator-friendly” exhibits based on deliverables from Tasks 2 and 3. Consultant will prepare template and brand guidelines for all graphic materials and support elements. Data provided by SRTA will be analyzed and translated into the templates providing the ability to tell a more focused story within the application while also delivering a consistent look within the application. Consultant will develop narrative responses to grant application questions based on coordination with SRTA and the City.

Partners’ feedback from one round of review will inform the development of a second draft. A review panel assembled from ATP experts, who will not have worked on the SRATN project until this point, will be tasked with reviewing the second draft of the application(s). Partner feedback following the expert review panel’s input, and a final round of final changes from SRTA/partners, will be incorporated into the grant application materials prior to finalization of the application(s).

Deliverables from Task 4

Task 4.1

- Draft and Final versions of documents and ATP Grant Application.

Company:	Kittelson & Associates, Inc.
Date:	9/21/2023
Name:	Laurence Lewis
Job Title:	Principal Planner
Signature:	DocuSigned by:  5285DAF00F1940D...
Address:	155 Grand Avenue, Suite 505 Oakland, CA 94612
E-Mail:	llewis@kittelson.com

Appendix 7

PROTEST PROCEDURES FOR PROCUREMENTS

I. PROTESTS

The following procedures shall be used by Shasta Regional Transportation Agency (SRTA) to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SRTA will consider all protests or objections regarding the contracting process or the award of an Agreement received by SRTA by 4 p.m. on the deadlines discussed below. SRTA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to SRTA. A protest which does not strictly comply with the SRTA protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by SRTA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SRTA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, SRTA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and SRTA shall not be obligated to send Proposer any further notices.

C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SRTA receives the protest. Untimely protests will be rejected. If deemed necessary, SRTA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

D. Protest Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: SRTA Contract Solicitation No. Solicitation #

E. Role Of The Protest Administrator

If a protest raises solely a question of law, the Executive Director shall retain the services of SRTA Legal Counsel to serve as the Protest Committee. SRTA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the SRTA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SRTA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SRTA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

F. Reply To Protest

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee

will prepare a recommendation regarding the protest, in writing, to SRTA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SRTA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SRTA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

G. Results Of The Protest

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SRTA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SRTA will continue with contract negotiations with the awardee.

H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding

1. FTA Review of Protests

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SRTA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.
- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an "interested party." (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c))."

2. Time for Filing

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the SRTA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to SRTA. In instances where the protester alleges that SRTA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of SRTA to render a final determination on the protest.

- b. SRTA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five (5) business days, SRTA shall confirm with the FTA that the FTA has not received a protest on the contract in question.
 3. Submission of Protest to the FTA
 - a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
 - b. Protests should be filed with the FTA Region 9 office and a copy must be sent to SRTA by the protester.
 - c. The protest filed with the FTA shall:
 - Include name and address of protester
 - Identify SRTA as the grantee, the SRTA Contract Administrator, and number of the contract solicitation
 - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
 - Include a copy of the local protest filed with SRTA and a copy of the SRTA decision, if any
 4. SRTA Response
 - a. The FTA shall notify SRTA in a timely manner of receipt of a protest.
 - b. SRTA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
 - a copy of SRTA's protest procedure
 - a description of the process followed concerning the protester's protest
 - any supporting documentation
 - c. SRTA shall provide protester with a copy of the above submission.
 5. Protester Comments

The protester must submit any comments on the SRTA submission not later than ten (10) business days after the protester's receipt of the SRTA submission.
 6. *Withholding of Award*

When a protest has been timely filed with SRTA before award, SRTA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless SRTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to SRTA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

Appendix 8 - Technical Services Agreement Template

XXXX-XX

**TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
[Insert firm's name here] FOR PREPARATION OF [Insert purpose here]**

This Agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and [Insert consultant name here] ("Consultant") for the purpose of [Insert purpose here].

1. RESPONSIBILITIES OF CONSULTANT

- A) Consultant shall complete the services outlined in the scope of work shown in Attachment A.
- B) As required by California Government Code Section 7550, each document or report prepared by Consultant, for or under the direction of SRTA pursuant to this Agreement, shall contain the numbers and dollar amount of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: Shasta Regional Transportation Agency, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, Consultant shall add: "This [document or report] is one of [number] produced under this Agreement."

2. RESPONSIBILITIES OF SRTA

- A) SRTA shall compensate Consultant as set forth in section 3 of this Agreement and shall monitor Consultant's performance.
- B) SRTA shall review draft documents in a timely manner.
- C) SRTA will provide [Insert any SRTA commitments here], in a timely manner.

3. COMPENSATION

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed \$[Insert amount here] for the services described in both Attachments A and B.

4. **BILLING AND PAYMENT**

Consultant shall submit to SRTA within thirty days (30) after completion of the services described in section 1, an itemized, mailed or emailed invoice of services rendered and an accompanying progress report. Invoices should be sent to either the street address or email address provided in Section 21. Consultant may submit periodic invoices (no more than twelve per year) as work is completed during the term of this Agreement; however, not less than quarterly Consultant shall submit an invoice and progress report **within ten days following the close of the quarter**. SRTA's quarters end on the following dates:

- Q1 – September 30
- Q2 – December 31
- Q3 – March 31
- Q4 – June 30

SRTA shall make payment within 30 days of receipt of Consultant's correct and approved invoice(s). All requests for payment must include the following:

- a. Consultant's name;
- b. Invoice date and number;
- c. Reference to project name and number;
- d. Narrative of services performed in the period by task, and any agreed-upon deliverables per Attachments A and B;
- e. Percentage of project that is complete;
- f. Invoice support documentation; and
- g. Amount of the invoice.

For travel and subsistence (per diem) expenses of Consultant and its subcontractors, Consultant rates shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.

Consultant shall agree, and shall require its subcontractors to agree, that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (contractors shall refer to 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or parties shall comply with applicable regulations (i) 2 CFR part 220, "Cost Principles for Educational Institutions (OMB Circular A-21);" and (ii) 2 CFR part 230, "Cost Principles for Non-Profit Organizations (OMB Circular A-122)).

Consultant, and its subcontractors, shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, consultants/subcontractor, etc.) and enable the

determination of incurred costs at interim points of completion, and also provide support for reimbursement payment vouchers or invoices.

For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Consultant and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subcontractors shall furnish copies thereof if requested.

5. TERM OF AGREEMENT AND SCHEDULE

This Agreement shall commence on the date of SRTA board of directors, or executive director, signing and shall terminate upon completion of the services described in section 1 and Attachment A, or on [Insert termination date here], whichever is earlier, unless this Agreement is terminated under the provisions of Section 6. of this Agreement. If the project scope is not complete by the termination date, the Agreement may be extended for a specific period without any change in compensation to the Consultant by a written agreement between the Consultant and the executive director.

[INSERT AGREED UPON SCHEDULE AND OTHER SCOPE OF WORK ITEMS]

Subcontractor contracts containing Federal and State planning funds are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto.

6. TERMINATION OF AGREEMENT

- A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.
- B) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this Agreement, or if Consultant violates any of the terms

or provisions of this Agreement, then SRTA shall have the right to terminate this Agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. The Consultant shall retain the contract project manager as specified within this Agreement. If the project manager is revised, SRTA shall require notice within seven days of the change. SRTA retains the right to terminate the contract if the project manager change is not acceptable to SRTA.

If termination for cause is given by SRTA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph A of this section.

- C) Immediate Termination – SRTA may terminate this Agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this Agreement.
- D) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this Agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.
- E) SRTA's right to terminate this Agreement may be exercised by the Executive Director, or his/her designee.
- F) Disposition of, Title to and Payment for Work upon Expiration or Termination –

Upon expiration of this Agreement or termination for cause or termination for the convenience of a party, all finished or unfinished documents and other materials (e.g. finished and unfinished reports, data, studies, photographs, charts, and other documents), if any, and all rights therein shall become, at the option of SRTA, the property of and shall be promptly returned to SRTA, although Consultant may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by Consultant under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only SRTA shall be entitled to claim or apply for the copyright or patent thereof.

- G) Payment Terms Upon Termination – Consultant shall only be paid for services satisfactorily completed and provided prior to the notice of termination. Consultant shall be paid for the percentage of work satisfactorily completed under the Agreement, as agreed to by the agency, to the total compensation authorized by the Agreement, less payments of compensation previously made.

7. ENTIRE AGREEMENT; AMENDMENTS

- A) This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.
- B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the executive director. If the proposed minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this Agreement.
- C) The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this Agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of SRTA. The waiver by SRTA of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SRTA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The interest of SRTA is to ensure that services shall be rendered and performed in a competent, efficient, timely and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were an SRTA employee. SRTA shall not be liable for deductions for any amount, for any purpose, from Consultant's compensation. Consultant shall not be eligible for coverage under SRTA workers' compensation insurance plan nor shall Consultant be eligible for any other SRTA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

10. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of SRTA counsel and counsel retained by SRTA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of SRTA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of SRTA. Consultant shall also defend and indemnify SRTA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless SRTA with respect to Consultant's "independent contractor" status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this Agreement, Consultant shall indemnify, defend, and hold harmless SRTA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, to the extent caused by the performance of the professional services provided under this Agreement.

11. INSURANCE COVERAGE

- A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.
- B) Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code,

and Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this Agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite insurance.
- E) With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the *Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to SRTA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
 - b) Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide SRTA with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this Agreement. The accountant/finance officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.
- (6) The insurance required herein shall be in effect at all times during the term of the Agreement. In the event any insurance coverage expires at any time during the term of the Agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the Agreement, SRTA may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide SRTA a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.
- B) Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. FEDERAL CERTIFICATIONS AND ASSURANCES

- A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:
- (1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - (2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.
 - (3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (4) Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - (5) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - (6) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - (7) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - (9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such

assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:

- (1) Authority of Applicant and its Representatives;
- (2) Standard Assurances;
- (3) Intergovernmental Review Assurance;
- (4) Nondiscrimination Assurance;
- (5) Suspension and Debarment Certification;
- (6) U.S. OMB Assurances in SF-424B and SF-424D.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A) It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.
- B) The Consultant, its employees, and its sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SRTA may deem appropriate.
- C) If Consultant proposed the contract project with Disadvantaged Business Enterprise participation, the Consultant will adhere to the stated participation rate unless otherwise agreed to, in writing, between SRTA and the Consultant for circumstances beyond the control of the Consultant.

Consultant will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (4) Establishing delivery schedules, where the project requirements permit, that encourage participation by small and minority business, and women's business enterprises;
 - (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- D) The Consultant shall, as required by 49 CFR part 26, include the language in Attachment C into all contracts funded in whole or in part with funds authorized in this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A) In the performance of work undertaken pursuant to this Agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SRTA shall impose such contract sanctions as it, the DOT, or other

applicable funding agency may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
- (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

- D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

16. COMPLIANCE WITH LAWS

- A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement.
- B) Consultant agrees to adhere to the Buy America regulations which apply to federally- assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. § 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G § 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTA's Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

- C) When using federal funds, Consultant will, for any contract of over \$30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed \$100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.
- (1) By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
 - (3) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.
- D) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

- E) Consultant is required to acknowledge the mandatory standards and policies related to every efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).
- F) Consultant acknowledges that it will not enter into contracts for over \$25,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that neither itself, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by SRTA. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to SRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).
- H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.
- I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations

(FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

- J) Consultant shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.
- K) Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- L) SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- M) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

17. ACCESS TO RECORDS/RETENTION

SRTA, federal, and state officials shall have, without charge, access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Consultant or SRTA. Except where longer retention is required by federal or state

law, Consultant shall maintain all records for five years after SRTA makes final payment hereunder.

18. LICENSES AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by SRTA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SRTA.

19. PERFORMANCE STANDARDS

Consultant shall perform the services required by this Agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

20. CONFLICT OF INTEREST

Consultant, including its officers and employees, is required, prior to entering into this Agreement, to inform agency of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the contract work.

21. NOTICES

A) Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail and/or email to the following addresses:

If to SRTA: Shasta Regional Transportation Agency
Attn: Sean Tiedgen, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001
srta@srta.ca.gov

If to Consultant: [Insert Consultant name here]
Attn: [Insert contact/title here]
[Insert address here]
[Insert city, state and zip code here]
[insert consultant email here]

- B) Notice shall be deemed to be effective two days after mailing. For more expedient delivery, an email may be used for more administrative types of communication, with the provision there is record of receipt of the transmission. Any oral notice authorized by this Agreement shall be deemed to be effective immediately.

22. CONFIDENTIALITY

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of, and to not disclose, any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the Agreement.

23. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of SRTA and be delivered to SRTA upon completion of its authorized use pursuant to the Agreement. SRTA may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in SRTA without payment of royalty or any other additional compensation.

Notwithstanding anything to the contrary contained in this Agreement, all proposals submitted in response to an RFP will become the exclusive property of the agency. At such time as the executive director recommends a proposal to the SRTA Board of Directors and such recommendation appears on the board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records. **If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public. If an alternate document is not made available to SRTA by the consultant, then the original proposal, as submitted, will be released as requested.** Proprietary information can include secret formulas, processes, and methods used in production. It can also include a company's business and marketing plans, salary structure, customer lists, contracts, and details of its computer systems. In some cases, the special knowledge and skills that an employee has learned on the job are considered to be a company's proprietary information.

24. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS THEREOF, SRTA and Consultant have executed this Agreement on the day and year of the last signature set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: _____

Director]

SRTA Chair **[or Sean Tiedgen, AICP, Executive**

[Insert Consultant Name Here]

Date: _____

By: _____
Principal/President

Tax I.D.#: _____

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

**Attachment A
SCOPE OF WORK**

Attach Scope of Work Here

///INSERT AGREED UPON SCOPE OF WORK and named Consultant Project Manager (to make consistent with Section 6B of contract)///

Attachment B

BUDGET

Attach Budget Here

///INSERT AGREED UPON BUDGET and named Consultant Project Manager (to make consistent with Section 6B of contract)///

Maximum Compensation:

\$///

If On-Demand Work, Include Fee Schedule Based on RFP or RFP responses. The fee schedule submitted by a consultant remains the same for the life of the contract, unless specifically provided for in the RFP/RFQ.

Attachment C

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal Consolidated Planning Grant (CPG) funds.
- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
 - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.
- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

- **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
 - 1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
 - 2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code.

This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- 3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.