REQUEST FOR PROPOSALS
City of Colfax
Downtown Connectivity and Main Street Improvement Plan

RFP Issued: April 14, 2022
Proposals Due: 5:00 pm**,** May 20, 2022

NOTE: In person activities described below are subject to change in response to official guidance regarding slowing the spread of the Coronavirus (COVID-19). Changes might include shifting to virtual on-line meetings, outreach and engagement platforms and formats.

I. INTRODUCTION

The City of Colfax, in partnership with CivicWell (formerly the Local Government Commission), is seeking a consultant (or team of consultants) with expertise in active and multimodal transportation planning, engineering and urban design to develop a plan for Main Street and the historic downtown area to improve the pedestrian environment, support revitalization, and preserve the character of this small Sierra foothill community.

An extensive and highly participatory, multifaceted community engagement process will be used to develop the plan. The selected consultant will translate the input into design concepts, assess feasibility, and prepare a prioritized plan with cost estimates. The resulting Downtown Connectivity and Main Street Improvement Plan will include short-and long-term multimodal improvements for pedestrians, bicyclists and access to transit, revitalization strategies for incremental investments and infill within the downtown core, and strategies for how neighborhoods can connect with the downtown and maintain a compact community form.

This project is funded through a Caltrans Sustainable Communities Grant awarded to the City of Colfax with CivicWell as its sub-applicant. CivicWell will assist the City with project management and implementation, and conduct outreach to residents and stakeholders to ensure robust community engagement and input.

II. BACKGROUND AND STUDY AREA

The City of Colfax is in Placer County along Interstate 80 on the western slope of the Sierra foothills at a general elevation of 2,400 feet. The City lies about 50 miles northeast of the City of Sacramento with a population estimated to be 2,057 (U.S. Census Bureau, ACS 2019).

The City's location just below the heavy Sierra snowline led to its selection as a major rail switching point and maintenance station in the 19th century for the western portion of the first

transcontinental railroad. Passenger and freight trains still travel through Colfax, with its historic depot, and is a stop on the Amtrak line. Today, as the only city on U.S. Interstate 80 in the 60 miles between Auburn and Truckee with a population greater than 1,000 people, Colfax serves as a hub for services for a region larger than its incorporated boundaries.

The project study area encompasses the greater Downtown area, bounded by School Street to the north, Culver Street to the west, Oak Street to the south, and South Auburn Street to the east. It includes a transit station and the passenger rail depot, heritage museum, small plazas and pocket parks, a small market, shopping and offices, restaurants, community center, community theater, library, fire station, post office and twelve residential blocks. At its heart is the historic core, which generally encompasses the intersection of Main Street and Grass Valley Street, and reaches to just beyond Depot Street on North Main Street to the north and just beyond South Main Street at Church Street to the south.

Main Street once served as the primary business district, but infrastructure and investment has not kept up following construction of I-80 and auto-oriented commercial development east of downtown. New design is needed to bring the right-of-way up to current standards and create a safe, inviting and walkable environment for residents and visitors.

Improvements to conditions to and from downtown are also needed to enhance connectivity and enable residents of all ages and abilities to travel by foot or bike to support downtown civic and commercial activity. In addition, there is a lack of consistent elements directing non-motorists and motorists to the historic business district and Colfax Amtrak station and transit depot. Enhancements are also needed to increase the visibility of downtown to visitors off I-80 and traffic on SR 174, which connects Colfax to Grass Valley 11 miles to the northwest.

American Community Survey 5-year census data indicate that Colfax's racial and ethnic makeup is predominantly white, with significant minority populations. 78% identify as White, followed by 12% as Hispanic, 4% Black, 1% Native, 2% Other, and 3% Two or more (Census Reporter: ACS 2019).

Colfax is a small rural community with a disadvantaged population. The median household income in Colfax (MHI) is $57,734, about 75% of the statewide MHI at $75,235. 43% of the population have household incomes under $50,000, about 25% higher than the rate in California. While the percentage (12.7%) of children under 18 below the poverty line is slightly less than the rate in California, the percentage of seniors (13%) 65 and older is 25% higher than the rate in California, and 1.5 times the rate in the Sacramento-Roseville-Folsom Metro Area. 53% of housing units are renter-occupied, about 20% higher than the rate in California, and about 30% higher than the rate in the Sacramento-Roseville-Folsom Metro Area (Census Reporter: ACS 2019).

The project will benefit disadvantaged residents and small businesses by directly engaging them to identify their safety, access and mobility needs and priorities for improvements., and by seeking ways to enhance connectivity to I-80 and SR 174, thereby increasing visitation and associated economic benefit. A special focus will be on the most disadvantaged residents and neighborhoods in and near Downtown.

III. PROJECT TEAM

City of Colfax

The City is the grant recipient and has the prime agreement with Caltrans. The City is providing staffing support for the project, including provision of available planning data, coordination with project partners, consultant selection, participation in the project advisory group, publicity for the project, participation in community engagement, and direction, review, and approval of the final Plan document. The City is assisted by CivicWell.

CivicWell

CivicWell is the sub-recipient of grant funds administered through a subcontract with the City. CivicWell has led over 100 state and locally-funded community-based planning projects in California over the last 20 years. CivicWell is assisting the City with project management and implementation. CivicWell will organize and help facilitate the community engagement events, develop publicity materials with local input and support from the advisory group that will be established for the project, and document public input for inclusion in the resulting plan document. The selected consultant will contract directly with CivicWell.

Consultant

The selected consultant (or team of consultants) will contract directly with CivicWell, become part of the project team, and prepare the Downtown Connectivity and Main Street Improvement Plan.

IV. SCOPE OF WORK

The project and resulting plan will address multiple community sustainability and livability objectives, including:

- Engage residents, especially those who do not typically participate in City decision-making and planning processes.
- Identify obstacles to multimodal mobility, access, safety, and comfort to the Downtown area.
- Identify transportation and connectivity challenges for residents and visitors that impact business performance and development opportunities.
- Develop slow streets designs that calm traffic, especially near shops, parks and

plazas on Main Street.

- Develop designs to improve conditions for walking, bicycling, outdoor eating and commerce on Main Street.
- Identify opportunities for application of green street concepts, such as trees, storm water planters, swales and other bio-retention areas, drought-tolerant landscaping, and permeable pavement.
- Recommend wayfinding improvements to increase awareness and visibility of Downtown to travelers entering town from I-80 and State Route 174.
- Others that surface during the stakeholder and community process.

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, traffic safety and operations, and Main Street and Downtown neighborhood land use. The consultant will actively engage in the public process, develop design concepts and recommendations to improve safety and mobility choices and facilitate an active Main Street environment, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall multi-modal transportation and land use framework plan for the Main Street historic core and adjoining streets, neighborhoods and key destinations with proposed infrastructure improvements, circulation, access and parking patterns that are consistent with the desired community character.
- Conceptual designs for streets, other public spaces and private development opportunity sites to facilitate pedestrian, bicycle and transit safety, access and mobility, and enhanced commercial activity. Graphics will provide visualizations to help community members and agencies understand public right of way cross-sections and interaction with adjacent properties and buildings. *Note:* The plan will include 30% designs for Main Street from Church to Depot Street, the heart of the City's historic commercial district, with detailed cost estimates suitable for use in applications for funding such as the State Active Transportation Program.
- Implementation strategy that identifies both short- and long-term infrastructure improvements with planning level cost estimates, potential funding opportunities, and steps for instituting policy and programmatic changes.

The tasks below reflect the scope of work included in the Caltrans Sustainable Communities Grant which identifies the roles and responsibilities of the selected consultant.

Task 1. Community Outreach

The City, with support from CivicWell, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials.

Activities to be completed under this task are below.

Assemble Contact Management Database

CivicWell, with support from the City, will assemble and maintain a stakeholder contact list that includes leaders, officials and staff from Colfax, Placer County, Sacramento Area Council of Governments (SACOG), Caltrans, and other relevant state agencies, school district, businesses and business organizations, community organizations and advocacy groups. The list will also include neighborhood leaders and residents, property owners, developers and other interest groups that reflect the demographics and perspectives of the community. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities.

Assemble Outreach Advisory Group

CivicWell and the City will establish a community and stakeholder outreach advisory group for project guidance. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for framing and communication and for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Outreach Advisory Group Meetings

The Outreach Advisory Group is expected to meet on at least three occasions during the course of the project, with the possibility of additional meetings as needed. Consultant representatives are expected to participate in at least three meetings. The project team will aim to schedule meetings in concert with other activities and deliverables requiring site visits to consolidate travel for in-person participation. In the event COVID restrictions are in place, meetings will be conducted virtually.

- The first meeting is anticipated approximately 3 to 4 months in advance of core community engagement events. Agenda topics will include: key issues to address in the plan, problem and opportunity areas to study, locations with the greatest safety and access challenges, scheduling, platforms and venues for events and activities, key stakeholders to target for consultation and engagement, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review with feedback of existing conditions prepared by the consultant team and outreach and planning for engagement events.
- The third meeting is anticipated approximately two months following the community design charrette events described under Task 3 below to review proposed concepts developed

during and after the engagement events and provide further direction for the consultant team prior to development of refined concepts for public review.

Task Deliverables
• List of stakeholders • List of Advisory Group members • Notes from Advisory Group meetings • Copies of outreach materials • Summary of outreach materials distribution

Produce and Distribute Outreach Materials

CivicWell will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** CivicWell will produce digital and printed flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, Colfax Area Chamber of Commerce, Public Library, businesses and civic organizations will be asked to provide, display and distribute flyers and information about the engagement events through their networks and at meetings and festivals. The elementary and high school will be asked to send announcements and flyers home with their students and/or publicize events through phone and email outreach methods. Main Street businesses will be asked to display announcements, signs and posters at prominent locations such as The Colfax Theatre marquee.
- **Media.** Announcements and press releases will be distributed to local and regional media. CivicWell staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. The City will work with the Chamber, businesses and civic groups on setting up changeable message signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City web site, and events will be publicized on social media platforms and through the City's Colfax Connections newsletter.

Task 2. Existing Conditions

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: General Plan 2020 and 2021 Housing Element Update, 2009 Historic District Design Master Plan, 2018 Retail Summit and Building Blocks for Great Commercial District recommendations, 2007 Parks and Recommendations Master Plan, 2003 Bikeway Master Plan, 2013 SACOG Regional

Bicycle, Pedestrian and Trails Master Plan, and recent and pending development and transportation facility improvement projects off the I-80 interchange.

CivicWell and the consultant will reach out and coordinate with the school district and Placer County health department to document student safety, education, and encouragement programs implemented at the local schools. CivicWell staff will reach out to health agencies and organizations for community health data and to identify current healthy community advocacy and education initiatives that can help inform recommendations to improve safety and access in the downtown area.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Data Collection and Analysis

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.), parking, delivery, drop off and pick up, emergency access and response and other essential Main Street and Downtown area functions. In addition, the consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design.
- Collection and assessment of available traffic volume and peak demand data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to evaluate conditions and activity for both motorized and non-motorized modes.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.
- Inventory prominent land uses and destinations in the Downtown area and Main Street historic core. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel and access for all modes.

Base Maps

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents and stakeholders at engagement activities.

Existing Conditions Report

The consultant will provide a report summarizing the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task Deliverables
• Summary and analysis of policies, plans, projects and programs • Data analysis • Base maps • Existing conditions report

Task 3. Community Engagement/Design Concepts

As with any community planning or development process, the engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the Plan so that it reflects and advances the community's vision for the future.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objective and guiding principles for the plan while beginning to identify proposed design solutions. CivicWell will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Project Website and Survey
To complement the design charrette, the consultant team will work with the City and CivicWell to create a web page that residents can use to provide comments and ideas. The website will include an interactive map where residents can provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that they can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Agenda Development and Logistics
CivicWell, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and CivicWell, with help from the Advisory Group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette
CivicWell, City and consultant will organize a four-day community design charrette. Spanish interpretation will be available for non-English speaking participants. In the event that Covid-19 restrictions are still in place, the meetings and workshops will take place over a remote platform with scheduling, timing and spacing of events and activities determined in consultation with the Advisory Group. The draft schedule of activities will include:

- Approximately 4-5 small group stakeholder listening sessions (e.g., government agencies, community service providers, youth, seniors, people with disabilities, businesses and property owners, and emergency responders) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length. In the event Covid-19 restrictions are still in place, the meetings will be conducted virtually using a remote platform such as Zoom with phone conferencing capability for those who do not have access to a computer or the internet.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design tables in which small groups work together to write and draw their ideas on aerial maps. In the event Covid-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing CivicWell's experience with interactive online collaborative tools.
- Facilitated walk audits to observe conditions and discuss solutions. In the event Covid-19 restrictions are still in place, the walks will be led by CivicWell and consultant team representatives with 3-5 participants so that they can remain properly distanced. Participants will wear masks at all times.
- Consultant team members will work for several days on-site in intense production to developing preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event Covid-19 restrictions are still in place, the open studios will be conducted virtually using an online interactive meeting platform.
- Review of concepts with City, Caltrans and other key agency staff.

Community Workshop on Full Draft Concepts

Approximately three months following the charrette, CivicWell will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the full draft concepts and proposed improvements. Spanish interpretation will be available for non-English speaking participants. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the workshop will be conducted remotely utilizing an online collaborative workshop platform.

On-line Survey of Full Draft Concepts

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

Task Deliverables
• Agenda and presentations for Community Engagement Charrette • Participant lists • Summary with photos of community input received during charrette activities • Agenda and presentation for draft concepts workshop • Notes on community comments received during draft concepts workshop • Survey results on draft concepts

Task 4. Draft Plan Development

The final deliverable will be a plan for improving multi-modal transportation connectivity and access to and within Downtown Colfax. The report will include recommendations for the transportation network and will be graphically illustrated with drawings including sections, plan views, and detailed recommendations for public infrastructure improvements and adjacent properties, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects. The plan will also lend itself to revitalization efforts and investment programming with a section devoted to future funding strategies for implementation. By enabling and encouraging more Colfax residents and visitors to walk, bike and take transit, the plan will make more efficient use of the existing transportation system and at the same time reduce emissions from motor vehicles that impact the climate and community health.

Increased access and transportation related amenities in the downtown will also support economic development by attracting visitors, encouraging business retention and expansion, and improving conditions for infill development. Safety, security and mobility will be enhanced by redesigning street sections, repurposing unnecessary pavement, fixing challenging intersections, and addressing circulation and access to help bicyclists ride along the street and to help pedestrians – especially youth, elderly and individuals with disabilities or mobility challenges – walk along or cross the street. More activity and eyes on the street will help improve personal security as well.

Develop and Refine Design Alternatives

The consultant will refine and complete products from the charrette. Approximately 2 to 3 months following the charrette, the consultant and CivicWell will review the public input, recommendations and plan concepts with the City, key agency staff and the advisory group. A community workshop and online survey on the full draft concepts as described under Task 3 will follow. Feedback will guide development of final design concepts and a coordinated transportation and land use strategy for the Downtown and Main Street. Concepts will include 30% designs for Main Street from Church to Depot Street, the heart of the City's historic commercial district, with detailed cost estimates suitable for use in applications for funding such as the State Active Transportation Program.

Develop Implementation Plan

The consultant, working closely with the City, CivicWell and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources. The plan will also identify steps for securing additional funds necessary for implementation. It will include local, regional, state, and federal sources, and cover a variety of types including transportation infrastructure and amenities, air quality, water quality, parks, health, economic development and climate adaptation. The funding list will include public and private sources and details on what each funding source can address such as capital improvements, feasibility analysis, environmental review, right-of-way acquisition, engineering design and construction documents, programs, maintenance and operations.

Prepare and Distribute Full Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. CivicWell will prepare a section summarizing the public process and community input for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The City and CivicWell will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at the County Library on Church and Main Street), access and submission of comments. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task Deliverables
• Draft and final design concepts • Draft and final implementation plan with funding strategy • Full draft plan for administrative review • Full draft plan for public review • Draft final plan

Task 5. Final Plan and Council Approval

Final Plan Adoption or Approval

Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and CivicWell will present the plan to the City Council for adoption or approval. The consultant will make final adjustments, corrections and refinements, and submit the final document to the City. The City will submit an ADA accessible electronic copy of the final document to Caltrans.

Task Deliverables

- City Council agenda and staff report
- Final plan
- Meeting minutes with City Council approval

V. PROJECT BUDGET AND TIMELINE

The project budget shall not exceed $177,981.

The anticipated project timeline with major milestones is as follows, subject to change in timing and format for stakeholder and community engagement due to COVID-19 public health guidance and requirements:

June 2022	Project Kickoff
June – September 2022	Data Collection, Existing Conditions, Advisory Group Meetings and Web Page
October 2022	Multi-day Charrette
Winter 2023	Community Workshop on Draft Plan Concepts
Spring 2023	Administrative Draft Plan
Spring 2023	Presentation to City Council
June 2023	Final Plan Submission
March 30, 2024	Caltrans Grant End Date

VI. SUBMITTAL INSTRUCTIONS

Proposals must include:

1. Cover Letter (no more than two pages) that provides the name, address, phone and e-mail addresses of the consultant, the primary contact name and any sub-consultants. An authorized principal of the consulting firm should sign the letter.
2. A summary of the firm's qualifications and experience to successfully perform the project tasks, including key personnel and support staff to be assigned to the project and their core responsibilities.
3. At least three relevant reference projects completed in the last five years, including description of services and products, key personnel involved, products and project outcomes, client name and a reference with current contact information.
4. Elaboration on the scope of work and deliverables outlined above with additional detail on the approach that will be used to conduct the project. Proposers are invited to propose additional elements to the work scope that they feel will enhance project outcomes.
5. A list and description of all deliverables.
6. A breakdown of costs by task and by assigned staff that includes hourly rates and itemized direct expenses. Tasks should utilize the enumeration included in the scope of work.

VII. SELECTION PROCEDURE AND CRITERIA

The selection panel will review each response to the RFP and may request interviews with some or all of the proposers. Proposers may be asked to clarify, supplement or modify some of the information submitted. Submittals will be evaluated according to the following criteria:

1. Demonstrated professional skills and credentials of the firm and staff to be assigned to the project, especially with respect to planning, design and engineering for all modes and active transportation, and planning and design for small town main street environments.
2. Experience working collaboratively with a multi-disciplinary team in a highly participatory charrette process, in particular with underserved communities.
3. Staff assigned to the project have expertise in innovative planning and design of rural main streets in downtowns and communities comparable to Colfax.
4. Track record of successful plan implementation.
5. A clearly defined approach and allocation of resources to performing the scope of work.
6. Ability to deliver a well-written, compelling document with high quality graphics.

Questions/Clarifications:
Please direct any questions regarding this RFP to Cayla McDonell, CivicWell, via e-mail at: cmcdonell@civicwell.org. Questions must be received by 5:00 p.m. PDT on May 3, 2022. All questions received before the deadline will be collected and responses will be emailed by May 6, 2022 to the RFP distribution list.

VIII. SUBMISSION

All submissions must be completed in 12-point font, 8.5” x 11” page size, with 1” margins and should not exceed forty pages, total.

Responses must be submitted via email by 5:00 p.m. PDT on Friday, May 20, 2022 to:

Marguerite Bailey, City Clerk, City of Colfax, city.clerk@colfax-ca.gov,
Cc: Cayla McDonell-Encina, CivicWell, cmcdonell@civicwell.org

Please include "Colfax Main Street” in the subject line. The file size must not exceed 20 MB.

An email message will be sent confirming receipt of the proposal. If you do not receive confirmation, you may contact Cayla McDonell-Encina at cmcdonell@civicwell.org.to confirm receipt.

IX. REVIEW AND AWARD SCHEDULE

The anticipated schedule related to this Request for Proposals is as follows:

Thursday, April 14, 2022	RFP Release Date
Tuesday, May 3, 2022 by 5:00 p.m.	Deadline for written questions regarding this RFP
Friday, May 6, 2022	Response to questions
Friday, May 20, 2022 by 5:00 p.m.	***Proposal submission deadline***
Week of May 30th, 2022	Interviews, if necessary
Week of June 6th, 2022	Consultant selection
Month of June, 2022	Contract execution/start work

X. CONSULTANT AGREEMENT

The agreement with the selected consultant (team) will be subject to the requirements under the Restricted Grant Agreement between Caltrans and the City and the Professional Services Agreement between the City and CivicWell. Both agreements are attached for reference.

XI. EXHIBITS

A. Project Area Map
B. Caltrans Restricted Grant Agreement
C. Professional Services Agreement between the City and Local Government Commission (now CivicWell)

Colfax Downtown Connectivity and Main Street Improvement Plan:
Project Area Map

Sustainable Communities Grants
(State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Colfax,** hereinafter referred to as **AGENCY**, will commence on **December 15, 2021**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed from **CALTRANS** Contract Manager. This RGA shall expire on "**March 30, 2024".**

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

I. **AGENCY** Resolution

II. Scope of Work and Project Cost and Schedule

III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement, shall be subject to this RGA.

Now, therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, and **AGENCY** will conduct transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III**, which is attached to and made a part of this RGA.

3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule **(Attachment II)**, and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.

4. **AGENCY** shall perform all the duties and obligations described in the **Downtown Connectivity and Main Street Improvement Plan**, hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.

5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.

6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

   In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
State Highway Account (SHA) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
$211,030.00	$27,341.00	$0	$27,341.00	11.47%	$238,371.00

   No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. **Notification of Parties**

   a. **AGENCY's** Project Manager for Project is Wes Heathcock, Email: wes.heathcock@colfax-ca.gov, Phone Number: (530) 346-2313.

b. **AGENCY's** Financial Manager for the Project is N/A.

c. **CALTRANS** Contract Manager is Fallon Cox, Email: Fallon.Cox@dot.ca.gov, Phone Number: (530) 812-5964. "Contract Manager" as used herein includes his/her designee.

d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Colfax
Attention: Wes Heathcock, City Manager
Phone Number: (530) 346-2313
Email: wes.heathcock@colfax-ca.gov
Address: 33 South Main Street
Colfax, CA 95713

California Department of Transportation
D3/ Regional Planning -East Branch
Attention: Fallon Cox, Transportation Planner
Phone Number: (530) 812-5964
Email: Fallon.Cox@dot.ca.gov
Address: 703 B Street
Marysville, CA 95901

10. Period of Performance

a. Reimbursable work under this RGA shall begin no earlier than on **December 15, 2021**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **March 30, 2024**.

b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than ninety (90) days prior to the expiration of this RGA.

12. Cost Limitation

a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$211,030.00**

b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice

to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect the reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles**, **Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitation, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs

actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of Notice to Proceed letter for this RGA and before Expiration Date but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the **PROJECT** Cost and Schedule in **Attachment II** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties**, **Item 9c**. One-time lump sum invoices for grant amount is not allowed.

e. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work
   2) Dates and times of Project Work
   3) Locations of Project Work
   4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

f. Incomplete or inaccurate invoices shall be returned to the **AGENCY**, unapproved, for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.

g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but

AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.

b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7,** it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written quarterly progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) 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 costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY** contractors, sub-recipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** agreements with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment 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 **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can

pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:

1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.

3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.

4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

25. Third-Party Contracts

a. All State-government funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the AGENCY endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this Paragraph 25, Third Party Contracts:

1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code
2) State Contracting Manual (SCM), Chapter 5
3) Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10

b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

d. Prior authorization in writing by **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.

e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;
2) The person's or organization's policy of maintaining a Drug-Free workplace;
3) Any available counseling, rehabilitation, and employee assistance programs;
4) Penalties that may be imposed upon employees for drug abuse violations;

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.
2) Will agree to abide by the terms of the company's statement as a condition of

employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

28. State-Owned Data

A. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

B. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

C. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Project Close Out/Final Product

a. **AGENCY** will provide an electronic version, preferable ADA accessible of the Final Product(s) to the **CALTRANS** Contract Manager.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to **CALTRANS** Contract Manager.

33. Ownership of Proprietary Property

a. Definitions

1) Work: The work to be directly or indirectly produced by **AGENCY** under this RGA.

2) Work Product: All deliverables created or produced from **Work** under this RGA including, but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and

during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient and/or the **AGENCY's** contractor, subcontractor and/or subrecipient's employees with one or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or sub-recipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or sub-recipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

   As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

2) **Vesting of Copyright Ownership**: **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and sub-recipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or sub-recipient, from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY shall** require its contractors, subcontractors, and/or sub-recipients, and their respective employees, to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. Inventions

1) **Vesting of Patent Ownership: AGENCY** agrees to require sub-recipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**,

its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or sub-recipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient, shall, upon **CALTRANS'** and **AGENCY's** request and at **CALTRANS'** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

2) Agency: In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or sub-recipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and sub-recipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents, thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. Additional Provisions

1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

2) **Pre-existing Works and License: AGENCY** agrees to require contractors, subcontractors, and subrecipients, to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to

CALTRANS a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. Ownership of Data

1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.

2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.

3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.

4) Any sub-agreement in excess of $25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

34. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF COLFAX**
By: Brian Quacchia	By:
Printed Name: Brian Quacchia	Printed Name: Wes Heathcock
Title: Contract Officer	Title: City Manager
Date: 12/20/2021	Date: 12/8/2021
	By:
	Printed Name:
	Title:
	Date:
	By:
	Printed Name:
	Title:
	Date:

RECEIVED
By Fallon Cox at 12:04 pm, Aug 25, 2021

City of Colfax
City Council

Resolution № 39-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RESTRICTED GRANT AGREEMENTS AND ANY AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF COLFAX DOWNTOWN CONNECTIVITY AND MAIN ST IMPROVEMENT PLAN

WHEREAS, the City Council of the City of Colfax is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and,

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and,

WHEREAS, the City of Colfax wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizes the City Manager to execute all Restricted Grant Agreements and any amendments with the California Department of Transportation for the Downtown Connectivity and Main Street Improvement Plan.

THE FOREGOING RESOLUTION WAS DULY AND REGULARY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 28th day of July 2021 by the following vote of the Council:

AYES: Ackerman, Burruss, Fatula, Lomen
NOES:
ABSTAIN:
ABSENT: Mendoza

Sean Lomen, Mayor

ATTEST:

Amy M Lind

Amy Lind, Interim City Clerk

City of Colfax
City Council

Resolution № 04-2022

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOCAL GOVERNMENT COMMISSION TO PERFORM OUTREACH AND PROJECT ADMINISTRATION FOR THE CALTRANS SUSTAINABLE TRANSPORTATION GRANT IN AN AMOUNT NOT TO EXCEED $238,371

WHEREAS, The City Council authorized the City Manager to receive a Caltrans Sustainable Transportation Planning Grant for $211,030 to prepare a Downtown Connectivity and Main Street Improvement Plan with a required match of 11.47% ($27,341); and,

WHEREAS, LGC staff have extensive experience in public engagement in planning processes, multi-modal transportation planning and community design; and,

WHEREAS, LGC will organize and facilitate outreach, stakeholder and resident engagement; assist with project management and administration; facilitate consultant procurement through a competitive process; contract directly with the consultant on behalf of the City that will be paid for grant funds; and assist with development of the resulting plan.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to into an agreement with Local Government Commission to perform outreach and project administration for the Caltrans Sustainable Transportation Grant in an amount not to exceed $238,371.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of January 2022 by the following vote of the Council:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss
NOES:
ABSTAIN:
ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey

Marguerite Bailey, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **27th day of January, 2022** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Local Government Commission (LGC)** ("Consultant").

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term will expire on March 30, 2024.** During the performance of the Services, shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. As full compensation for LGC's services provided under this Agreement, the City shall pay LGC a sum not to exceed $238,371 as set forth in Exhibit A.

B. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed $10,000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
   i. the date of performance of each of the Services,
   ii. identification of the person who performed the Services,
   iii. a detailed description of the Services performed on each date,
   iv. the hourly rate at which the Services on each date are charged,
   v. an itemization of all costs incurred and
   vi. the total charges for the Services for the month invoiced.

   As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

C. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

D. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

E. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a

provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than $1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1 million combined single limit for each occurrence.

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than $1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and

endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at

least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant: Lare Bloodworth
Chief Financial Officer

Local Government Commission
980 9th Street, Suite 1700
Sacramento, CA 95814-2736
(916) 448-1198
lbloodworth@lgc.org

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY		CONSULTANT	
Signature:		Signature:	
Printed Name:	Wes Heathcock	Printed Name:	Lare Bloodworth
Title:	City Manager	Title:	CFO
Date:	1/27/2022	Date:	2/3/2022

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – Description of Compensation

The LGC will receive compensation for services and direct reimbursable expenses under this Agreement not to exceed $238,371 as follows:

- $60,390 for LGC personnel and reimbursable expenses for travel, printed materials, and meeting/workshops expenses (supplies, snacks and refreshments, and facility rental(s))
- $177,981 for a planning, architecture and engineering consultant or consultant team selected through a competitive RFP process that will be compensated as a subcontractor to LGC

EXHIBIT B – Services

The delivery of services and roles and responsibilities of LGC, selected consultant and the City are described in the Scope of Work below.

City of Colfax

The City is the lead applicant for the project. The project will be overseen by staff from the City Manager's office and the Planning Department. The City will execute the Restricted Grant Agreement with Caltrans, the source of funding for this project, and agreement with LGC. The City, with support from LGC, will assemble an Outreach Advisory Group and conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning, traffic and civil engineering, and landscape architecture and urban design expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community engagement activities, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Local Government Commission (LGC)

LGC will assist with project management and coordination of the RFP process for consultant selection. LGC will help the City assemble and manage an Outreach Advisory Group, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including virtual and in-person workshops, walk audits and bicycle audits, and stakeholder listening sessions. LGC staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, LGC staff has worked on over 75 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can produce outreach materials and conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, traffic safety and operations, and Main Street and Downtown neighborhood land use. The consultant will actively engage in the public process, develop design concepts and recommendations to improve safety and mobility choices that respond to input from the

community and responsible agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall multi-modal transportation and land use framework plan for the Main Street historic core and adjoining streets, neighborhoods and key destinations with proposed infrastructure improvements, circulation, access and parking patterns that are consistent with the desired community character
- Conceptual designs for streets, other public spaces and private development opportunity sites to facilitate pedestrian, bicycle and transit safety, use and mobility, and enhanced commercial activity. Graphic designs will provide visualizations to help community members understand public right of way cross-sections and interaction with adjacent properties and buildings.
- Implementation strategy that identifies both short- and long-term infrastructure improvements, potential funding opportunities, and steps for instituting policy and programmatic changes.

Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Engage residents, especially those who do not typically participate in City decision-making and planning processes.
- Identify obstacles to multimodal mobility, access, safety, and comfort to the Downtown area.
- Identify transportation and connectivity challenges for residents and visitors and that impact business performance and development opportunities.
- Develop slow streets designs that calm traffic, especially near shops, parks and plazas on Main Street.
- Develop designs to improve conditions for walking, bicycling, outdoor eating and commerce on Main Street.
- Identify opportunities for application of green street concepts, such as trees, storm water planters, swales and other bio-retention areas, drought-tolerant landscaping, and permeable pavement.
- Recommend wayfinding improvements to increase awareness and visibility of Downtown to travelers entering town from I-80 and State Route 174.

Summary of Project Tasks

Task 01: Project Administration

Kick Off Meeting with Caltrans: The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

Quarterly Progress Reports: The City, with support from LGC, will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing: The City, with support from LGC, will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task 02: Consultant Procurement

The City, with support from LGC, will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects. The RFP will be posted on the City's web page and will be sent to a minimum of six firms in California with expertise in active transportation, traffic engineering, transportation planning and urban design. Consultants will be given three or more weeks to submit proposals. Once received, the City will assemble a review panel that includes City and LGC staff and selected stakeholders. If the panel deems it necessary, in-person or videoconference interviews will be held with the top candidates. Upon selection, LGC will execute a subcontract with the consultant. Once the contract is in place, City and LGC staff will hold a kickoff meeting and site visit with the consultant.

Task 03: Contracting with Sub-Applicant

The City will prepare an agreement to secure the services of the Local Government Commission, the sub-applicant on this project. The Local Government Commission is the nonprofit organization that will be assisting with the project.

Task 1: Community Outreach

The City, with support from LGC, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task include:

Assemble Contact Management Database
LGC, with support from the City, will assemble and maintain a stakeholder contact list that includes leaders, officials and staff from Colfax, Placer County, Sacramento Area Council of Governments (SACOG), Caltrans, and other relevant state agencies, school district, businesses and business organizations, community organizations and advocacy groups. The list will also include neighborhood leaders and residents, property owners, developers and other interest groups that reflect the demographics and perspectives of the community. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities.

Assemble Outreach Advisory Group
LGC and the City will establish a community and stakeholder outreach advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for framing and communication and for engaging all

segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Outreach Advisory Group Meetings

The Outreach Advisory Group is expected to meet on at least three occasions during the course of the project, with the possibility of additional meetings as needed. In the event that Covid-19 restrictions are still in place, the meetings will be held through an online video meeting platform.

- The first meeting is anticipated approximately 3 to 4 months in advance of core community engagement events. Agenda topics will include: key issues to address in the plan, problem and opportunity areas to study, locations with the greatest safety and access challenges, scheduling, platforms and venues for events and activities, key stakeholders to target for consultation and engagement, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review with feedback of existing conditions prepared by the consultant team and outreach and planning for engagement events.
- The third meeting is anticipated approximately two months following the community design charrette events described under Task 3 below to review proposed concepts developed during and after the engagement events and provide further direction for the consultant team prior to development of refined concepts for public review.

Produce and Distribute Outreach Materials

LGC will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** LGC will produce digital and printed flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, Colfax Area Chamber of Commerce, Public Library, businesses and civic organizations will be asked to provide, display and distribute flyers and information about the engagement events through their networks and at meetings and festivals. The elementary and high school will be asked to send announcements and flyers home with their students and/or publicize events through phone and email outreach methods. Main Street businesses will be asked to display announcements, signs and posters at prominent locations such as The Colfax Theatre marquee.
- **Media.** Announcements and press releases will be distributed to local and regional media. LGC staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. The City will work with the Chamber, businesses and civic groups on setting up changeable message signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City web site, and events will be publicized on social media platforms and through the City's Colfax Connections newsletter.

Task 2: Existing Conditions

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: 2021 General Plan and Housing Element Update, 2009 Historic District Design Master Plan, 2018 Retail Summit and Building Blocks for Great Commercial District recommendations, 2007 Parks and Recommendations Master Plan, 2003 Bikeway Master Plan, 2013 SACOG Regional Bicycle, Pedestrian and Trails Master Plan, and recent and pending development and transportation facility improvement projects off the I-80 interchange.

LGC and the consultant will reach out and coordinate with the school district and Placer County health department to document student safety, education, and encouragement programs implemented at the local schools. LGC staff will reach out to health agencies and organizations for community health data and to identify current healthy community advocacy and education initiatives that can help inform recommendations to improve safety and access in the downtown area.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Data Collection and Analysis

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.), parking, delivery, drop off and pick up, emergency access and response and other essential Main Street and Downtown area functions. In addition, the consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design.

- Collection and assessment of available traffic volume and peak demand data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to evaluate conditions and activity for both motorized and non-motorized modes.

- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.

- Inventory prominent land uses and destinations in the Downtown area and Main Street historic core. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel and access for all modes.

Base Maps

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents and stakeholders at engagement activities.

Existing Conditions Report
The consultant will provide a report summarizing the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task 3: Community Engagement/Design Concepts

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of concepts and the final plan so that it reflects and advances the community's vision for the future. To support this goal, LGC will work closely with the City to conduct an iterative series of activities to engage residents and Downtown stakeholders.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objective and guiding principles for the plan while beginning to identify proposed design solutions. LGC will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage involvement of residents, and energize a process that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Project Website and Survey
To complement the design charrette, the consultant team will work with the City and LGC to create a web page that residents can use to provide comments and ideas. The website will include an interactive map where residents can provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that they can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

Agenda Development and Logistics
LGC, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the Advisory Group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette

The LGC, City and consultant will organize a four-day community design charrette. Spanish interpretation will be available for non-English speaking participants. In the event that Covid-19 restrictions are still in place, the meetings and workshops will take place over a remote platform with scheduling, timing and spacing of events and activities determined in consultation with the Advisory Group. The draft schedule of activities will include:

- Approximately 4-5 small group stakeholder listening sessions (e.g., government agencies, community service providers, youth, seniors, people with disabilities, businesses and property owners, and emergency responders) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length. In the event Covid-19 restrictions are still in place, the meetings will be conducted virtually using a remote platform such as Zoom with phone conferencing capability for those who do not have access to a computer or the internet.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design tables in which small groups work together to write and draw their ideas on aerial maps. In the event Covid-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing LGC's experience with interactive online collaborative tools such as Mural and Conceptboard.
- Facilitated walk audits to observe conditions and discuss solutions. In the event Covid-19 restrictions are still in place, the walks will be led by LGC and consultant team representatives with 3-5 participants so that they can remain properly distanced. Participants will wear masks at all times.
- Consultant team members will work for several days on-site in intense production to developing preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event Covid-19 restrictions are still in place, the open studios will be conducted virtually using an online interactive meeting platform.
- Review of concepts with City, Caltrans and other key agency staff.

Community Workshop on Full Draft Concepts

Approximately three months following the charrette, LGC will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the full draft concepts and proposed improvements. Spanish interpretation will be available for non-English speaking participants. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the workshop will be conducted remotely utilizing an online collaborative workshop platform.

On-line Survey of Full Draft Concepts

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns,

comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

Task 4: Draft Plan Development

The final deliverable will be a plan for improving multi-modal transportation connectivity and access to and within Downtown Colfax. The report will include recommendations for the transportation network and will be graphically illustrated with drawings including sections, plan views, and detailed recommendations for public infrastructure improvements and adjacent properties, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects. The plan will also lend itself to revitalization efforts and investment programming with a section devoted to future funding strategies for implementation. By enabling and encouraging more Colfax residents and visitors to walk, bike and take transit, the plan will make more efficient use of the existing transportation system and at the same time reduce emissions from motor vehicles that impact the climate and community health.

Increased access and transportation related amenities in the downtown will also support economic development by attracting visitors, encouraging business retention and expansion, and improving conditions for infill development. Safety, security and mobility will be enhanced by redesigning street sections, repurposing unnecessary pavement, fixing challenging intersections, and addressing circulation and access to help bicyclists ride along the street and to help pedestrians – especially youth, elderly and individuals with disabilities or mobility challenges – walk along or cross the street. More activity and eyes on the street will help improve personal security as well

Develop and Refine Design Alternatives

The consultant will refine and complete products from the charrette. Approximately 2 to 3 months following the charrette, the consultant and LGC will review the public input, recommendations and plan concepts with the City, key agency staff and the advisory group. A community workshop and online survey on the full draft concepts as described under Task 3 will follow. Feedback will guide development of final design concepts and a coordinated transportation and land use strategy for the Downtown and Main Street.

Develop Implementation Plan

The consultant, working closely with the City, LGC and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources.

The plan will also identify steps for securing additional funds necessary for implementation. It will include local, regional, state, and federal sources, and cover a variety of types including transportation infrastructure and amenities, air quality, water quality, parks, health, economic development and climate adaptation. The funding list will include public and private sources and details on what each funding source can address such as capital improvements, feasibility analysis, environmental review, right-of-way acquisition, engineering design and construction documents, programs, maintenance and operations.

Prepare and Distribute Full Draft Plan
The consultant will incorporate the results of prior tasks to produce the full draft plan. LGC will prepare a section summarizing the public process and community input for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The City and LGC will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at the County Library on Church and Main Street), access and submission of comments. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task 5: Final Plan and Council Approval

Final Plan Adoption or Approval
Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and LGC will present the plan to the City Council for adoption or approval. The consultant will make final adjustments, corrections and refinements, and submit the final document to the City. The City will submit an ADA accessible electronic copy of the final document to Caltrans.