

### **REQUEST FOR QUALIFICATIONS (RFQ)**

#### **FOR**

# ENGINEERING AND TRANSPORTATION PLANNING CONSULTANTING FOR THE RECONNECTING COMMUNITIES AND NEIGBORHOODS (RCN) PROJECT

December 2025

SUBMISSIONS DUE January 15, 2026, BY 3:00 PM

ISSUED BY
The City of Marysville
526 C Street
Marysville, CA 95901

#### **GLOSSARY**

The following definitions shall apply to and are used in this Request for Qualifications:

"<u>Statement of Qualifications</u>" (SOQ) or "Qualifications" or "Proposal" refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" refers to those Respondents who (in the sole judgment of the CBO) have satisfied the criteria set forth in this RFQ.

"Reconnecting Communities and Neighborhoods" (RCN) refers to the Project and Grant.

"Request for Qualifications" (RFQ) refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" refers to the interested firm(s) that submit a SOQ.

#### A. Introduction and Purpose

The City of Marysville is soliciting qualifications from interested person(s) or firms or interdisciplinary teams ("Consultants") interested in providing urban design, circulation planning, and engineering services for the Marysville Reconnecting Communities and Neighborhoods (RCN) Grant related to identifying ways to increase mobility in the City of Marysville.

Marysville is in western Yuba County, approximately 40 miles north of the city of Sacramento in the Sacramento Valley. The city is located at the confluence of the Yuba and Feather Rivers, bounded by the city of Yuba City to the west and unincorporated areas to the north, east, and south.

The City of Marysville's Green Zone includes the area recently included in the Downtown Specific Plan (see Figure 1). The Downtown Specific Plan Area is in the southern portion of Marysville and generally encompasses the Downtown. The Specific Plan Area is bisected by State Routes 20 and 70, which are heavily trafficked trucking routes used for moving goods throughout the region. The design and use of state highways today creates an obstacle for establishing a safe and well-connected transportation system, making it challenging for bicyclists and pedestrians to travel safely.

The Sacramento Area Council of Governments (SACOG) received a \$22.5 million grant from the federal Reconnecting Communities and Neighborhoods (RCN) program for areas designated as Green Means Go districts. Green Means Go is a regional effort to accelerate infill development, which will lower greenhouse gas emissions and revitalize existing communities in the six-county Sacramento area The award will allow local agencies to complete planning and design projects in nine underserved local Green Zones, establish a community-based organization working group, and complete a Green Zone trades workforce assessment. RCN activities generally combine housing and transportation planning to more fully meet local community needs. Work for RCN kicked off in early 2025, with a close out date of the end of 2029.

The selected firm(s) will assist the CITY in engineering and transportation planning efforts associated with the grant.

#### Summary of approach & work

The City would like to study a plan that re-envisions the state highway system in Marysville's downtown Green Zone for all modes of transportation. The plan will include recommendations to reduce barriers and improve connectivity and safety for walking, rolling, bicycling, and other non-vehicular transportation modes.

The study will evaluate changes consistent with the California Transportation Plan 2050 objectives and actions, such as reducing exhaust emissions exposure in disadvantaged communities; reducing non-exhaust emissions such as brake, tire, and road wear and dust; reducing traffic incidents; improving access to a range of high-quality, safe, and affordable mobility options within disadvantaged communities; supporting enjoyable trip experiences and vibrant public spaces; promoting infrastructure design that enhances safety for vulnerable roadway users such as bicyclists, pedestrians, scooters, people with disabilities, and other users of non-auto modes of transportation; reducing driving speeds through infrastructure design; and requiring the addition of multi-modal project components, such as Complete Streets upgrades and traffic calming measures.

Sutter County

County

Downtown

Specific Plan

Area

Figure 1. City of Marysville Downtown Specific Plan Area

Recommendations could include design changes, changes in routing, changes in management of passenger vehicle and truck traffic, landscaping and streetscape improvements, parking, and other recommendations, and as described in the Caltrans 2022 State Highway 70 and 99 Comprehensive Multimodal Corridor Plan, an adaptive signal system throughout Marysville on SR 70 and installation of bicycle lanes through the city.

#### **Project Goal/Outcome**

The City will develop and implement a traffic calming program in Green Zone downtown. The analysis will provide the steps needed to establish the proposed plan, provide expected results and discuss neighborhood support, and the estimated cost to implement the plan.

#### B. General Disclaimer

This RFQ does not commit the City to award a contract. This RFQ and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City and residents of the area in question. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Respondent to this RFQ, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Respondents in preparing and submitting a Statement of Qualifications (SOQs) in response to this RFQ or for any costs and expenses incurred in meeting with or making presentations to the City if so requested.

#### C. Project Description

#### Description:

Consensus designs for improvements to the state highway system and adjacent areas.

- Meet with Caltrans to Discuss right-of-way, as well as changes on City right-of-way and private property that could be implemented to help slow and distribute traffic, improve air quality and aesthetics, and encourage investment
- Recommend public transportation improvements topics of the projects community engagement, such as public transportation, bike/pedestrian amenities and resident/visitor access points.
- Pilot program/permanent installation

Per the recommendations of Item 1) above, Staff would install or contract for the installation of identified traffic calming devices, which could include, but is not limited to visible and active police presence, speed feedback sign, lane narrowing, edge line, chicane/deviation, mid-block median, modified intersections, landscaping, neck down/choker, traffic circles, raised crosswalks, speed humps, and raised intersections.

Either pilot or permanent devices to be determined, identifying three locations (3 demonstration projects).

#### Alternative Ad Ons

Separate from the grant funding the City would also like to explore:

- Feasibility Analysis in Creating a Noise Quiet Zone related to Train Noise
- Feasibility of constructing a pedestrian tunnel to facilitate pedestrian and bicycle access

Specific labor and material components will be determined as part of the study

Through a Request for Qualifications process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Statement of Qualifications (SOQ) in accordance with the procedure and schedule in this RFQ. The City and project team will review SOQs only from those firms that submit an SOQ, which includes all the information required to be included as described herein (in the sole judgment of the city). The City intends to qualify the person(s) and/or firm(s) that (a) possesses the professional, financial, and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the community of Marysville Chinatown.

The city will evaluate submissions based on qualifications, experience, and demonstrated ability to meet the project scope and schedule. The most qualified firm will be recommended to the City Council for contract award.

The selected Consultant will be responsible for:

- Reviewing mobility improvements with City Staff
- Provide recommendations and detailed plans
- Identify pilot programs and permanent installation of improvements.

All work must comply with the grant requirements and be completed in alignment with the project schedule.

This opportunity is open only to prime respondents with substantial, direct and relevant consulting experience. Respondents must demonstrate extensive experience in outreach and marketing.

#### V. General Provisions

For the purposes of this RFQ, the City is requesting that services be provided by a project team including, at minimum:

• A transportation consultant that can provide recommendations for enhanced mobility options to support the district.

All work shall be in accordance with the Federal government, SACOG, City of Marysville or other applicable standards.

All plans, specifications, and associated documentation are 'instruments of service' and are the property of the City of Marysville and may be requested for delivery at any time. The successful

consultant's project teams (prime and sub-Request for Qualifications RCN Project) are required to follow the provisions of 49 CFR Part 15 and Part 1520 (Protection of Sensitive Security Information). The successful respondent shall submit for approval a plan showing how such documents will be handled and controlled.

#### VI. Selection Criteria and Procedure

It is the ultimate intent of City Marysville to obtain engineering/transportation planning services by selecting a submittal that best addresses the required project and design outcome objectives. The Project Team upon review of all submittals provided, will exercise selective discretion, based on evaluative scoring (given below as "CRITERIA") in selecting the respondent who appear capable of executing the project in the fashion desired.

	Criteria	Maximum Points
1	Experience with similar projects	30
2	Understanding of the work to be performed and project approach	20
3	Experience working in Marysville/ Yuba-Sutter Area	15
4	Quality of staff and demonstrated technical ability	15
5	Capability of developing innovative solutions	10
6	Financial responsibility and availability	5
7	Overall impression and responsiveness	5
	Total	100

#### **Notification of Consultant Rankings**

Notification of consultant rankings will be issued by phone, electronic mail and by letter and will be dated, no later than February 30, 2026.

#### Cost Proposals and Final Scope of Work

#### Fee and Final Scope Negotiation

The most qualified respondent will be invited to enter into fee and final scope negotiations with the City. The respondents will be invited to attend a meeting with City staff to review the project and ensure that all parties have a complete understanding of the work required. The City will provide all available material related to the project to the consultant, who will provide the CITY with a written, detailed fee and final scope of work proposal.

If a negotiated agreement cannot be reached with the first selected respondent or the respondent is not responsive or timely in responding prior to the award, the City retains the right to end negotiations and continue the selection process with the next highest ranked consultant

that submitted a SOQ. This process will continue until a satisfactory fee and final scope negotiation is completed.

A formal notice to proceed with the selected respondent will occur after all required documentation (insurance, applicable licenses etc.) are submitted to the City and once a job number has been established with the City's Finance Department.

#### VII. Statement Of Qualifications Requirements and Submittal

The following requirements are provided for standardizing the preparation and submission of SOQs by all consultants. The intent is to assist respondents in the preparation of their SOQs and to assist the City and qualifications evaluation committee by providing standards for comparison of respondents SOQs and narrowing qualification requirements.

#### SOQs shall contain the following information in the order listed:

#### 1. Introductory Letter (2 pages maximum\*)

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

Jeramy Chapdelaine, Public Works Director City of Marysville 526 C Street Marysville, CA 95901

The letter shall include the respondent's contact name, mailing address, telephone number, facsimile number, and email address. Include the offices where work will be conducted by the consultant and listed sub-consultants.

The letter shall state that the consultant and all sub-consultants shall comply with all local, state and federal requirements.

The consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The consultant shall also list all current clients who may have a financial interest in the outcome of this contract.

The letter shall also indicate any conflicts or non-acceptability of the terms and conditions of the City's proposed agreement, including all of the attachments to the agreement, see. Proposed deviations and modifications to the contract agreement shall be noted and supporting reasons provided. The City will not consider changes to the agreement once consultant selection has been completed. If necessary, the proposed deviations and modifications, along with the reasoning therefore, may be attached as an appendix to the SOQ.

The letter shall indicate that the consultant does not have a financial or business interest in the architectural or engineering design of this project and that respondent will not enter into any financial or business relationship as a contractor or subcontractor for the construction of this project if selected to perform the services as outlined under this RFQ.

## 2. Statement of Qualifications and Experience (4 pages maximum) and List of Vital Personnel

Identify respondent's Project Manager, Project Staff, sub-consultants and other vital personnel. Describe the responsibilities of each and show the relationships on an Organizational Chart. Include previous project experience similar to the subject project (with special attention to regional projects), ability, and capability of the City for undertaking and performing the work. Identify the current availability of all vital personnel. The City must approve any changes in vital personnel and sub-consultants after the award of contract before any change can be made.

Provide project descriptions, contact names, current email addresses, and current telephone numbers for three (3) references of similar project experience that illustrates the quality and past performance of the project team, including a delivery record with reference to schedule and budget.

Provide a list of all vital personnel, including only each individual's name, company, project position, email address, phone number, and address; if any sub-consultant(s) are used a list of vital personnel containing the individual's name, company, project position, e-mail address, phone number and address. The City must approve any changes in vital personnel and sub-consultants after the award of contract before any change can be made. The List of Vital Personnel shall be formatted in such a manner that it can be included in and provided in an electronic file compatible with Microsoft Word as described *Statement of Qualifications Submittal Delivery* section. The List of Vital Personnel shall be submitted in an appendix to SOQ and does not count towards the page limit for this section. Resumes for these consultants' vital personnel only may also be provided in an appendix to the SOQ. Resumes shall be limited to two pages per person and do not count towards the page limit for this section

#### 3. Project Understanding (3 pages maximum)

Describe respondent's understanding of the project. Identify the possible and or recommended approach and procedure for accomplishing the project goals. Discuss potential hurdles and critical tasks applicable to the project. You may also describe how your team is best suited to address key issues.

#### 4. Proposed Scope of Work

The proposed scope of work shall address the tasks identified in this RFQ. Other tasks, items of work or services which the consultant believes are applicable to the project may also be included. The Scope of Work shall include a schedule, tied to the date of the execution of the contract with the respondent, which shows the anticipated completion times for each task. The scope of work shall be formatted in such a manner that it can be included into the City's standard contract and provided in a file type compatible with Microsoft Word.

Do not include any information regarding consultant fees or costs at this time.

#### **Statement of Qualifications Submittal Delivery**

All submittals, consisting of one (1) signed original, five (5) copies, and one (1) electronic copy (on a flash drive in PDF format) of the SOQ, one (1) electronic copy of the List of Vital Personnel (provided on the same flash drive in MS Word compatible format), one (1) electronic copy of the Scope of Work (provided on the same flash drive in MS Word compatible format).

Jeramy Chapdelaine Public Works Director City of Marysville 526 C Street Marysville, CA 95901

SOQ packages must be received at the prescribed location no later than the date and time described in Section VI of this RFQ. SOQ packages received after the time and date specified will not be considered and will be returned unopened. Any SOQ received prior to the time and date specified above may be withdrawn or modified by written request of the proposer so long as the modified SOQ is received prior to the time and date specified as the deadline for SOQ submittals. SOQs and submittals that do not conform to the requirements, including page limits, will be rejected.

#### VIII. Anticipated Schedule

Issue RFQ	December 5, 2025
Written Questions	December 19, 2025
SOQ Submittals	January 15, 2026
Initial Consultant Ranking	January 31, 2026
Contractual Agreement/Notice to Proceed	Feb/March 2026*

<sup>\*</sup>Depending on cost may need City Council approval

#### IX. Additional Information

#### **Project Funding**

The City of Marysville's grant award from the SACOG's RCN Grant will fund this Consultant's work effort. The Alternative Ad Ons would be funded separately through the City's General Fund.

#### **Financial Management and Accounting System Requirements**

The consultant must have an adequate financial management and accounting system as required by 48 CFR § 16.301-3, 48 CFR Part 31, 24 CFR Part 570, and 24 CFR § 85.20 et seq. The City will not award a contract to a consultant that does not have an adequate financial management and accounting system.

Compensation under any contract resulting from this RFQ will be based on audited rates developed through a qualifying City of Marysville or other government audit.

#### **Levine Act**

Prospective consultants are advised that the consultant selection process described in this RFQ, and any award of an agreement to provide the requested services, is subject to compliance by the selected Consultant with the requirements of the Levine Act after selection and prior to agreement award.

The Levine Act is found in California Government Code section 84308, a portion of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.). Generally, the Levine Act includes the following requirements:

#### A. City officer may not accept contribution after officer knows proceeding is pending

While the RFQ process and award of an agreement hereunder is pending, and for twelve (12) months following the date an agreement is awarded, a City officer shall not accept, solicit, or direct a campaign contribution, to their own or any other campaign, of more than \$250 from a party to the process or agreement or a party's agent, or a participant or a participant's agent if the officer has reason to know that the participant has a financial interest in the process or agreement.

#### B. City officer may not participate after receiving contribution

A City officer shall not make, participate in making, or in any way use the officer's official position to influence a decision in the RFQ process or award of an agreement, if the officer has willfully or knowingly received a campaign contribution of more than \$250 within the preceding twelve (12)

months from a party to the process or agreement or a party's agent, or a participant or a participant's agent if the officer has reason to know that the participant has a financial interest in the process or agreement.

#### C. Party may not contribute to City officer while process or agreement award is pending

A party to the RFQ process or agreement award, or a participant in the process, or their agents, shall not make a campaign contribution of more than \$250 to a City officer while the process and agreement award are pending before the City, and for twelve (12) months following the date the agreement is awarded.

#### D. Party must disclose contributions made to City officer within certain timeframe

A party to the RFQ process or agreement award shall disclose on the record, before an agreement is awarded, any campaign contribution of more than \$250 made to a City officer within the preceding twelve (12) months by the party or the party's agent.

The selected respondent will be required to sign and submit a CAMPAIGN CONTRIBUTION DISCLOSURE FORM to the City after selection and prior to award of the agreement by the Municipal City Council.

This RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure a contract for services. The CITY reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the CITY to do so.

The prospective consultant is advised, that should this RFQ result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City, which will include approval by the City Council.

All products used or developed in the execution of any contract resulting from this RFQ may become public domain as the grant is publicly funded.

Contract award as a result of this RFQ will be made without discrimination based on race, color, religion, age, sex, or national origin.

#### **Other Information**

This RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all submittals received as a result of this request, to

negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City to do so.

The prospective consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City, which will include approval by the City Manager.

All products used or developed in the execution of any contract resulting from this RFQ will become public domain.

Contract award as a result of this RFQ will be made without discrimination based on race, color, religion, age, sex, or national origin.

This RFQ and relevant project documents are available at the City of Marysville website: www.marysville.ca.us.

All questions relating to this RFQ must be addressed in writing to the, City of Marysville, 526 C Street, Marysville, CA 95901 or by email to "Jeramy Chapdelaine" <a href="jchapdelaine@marysville.ca.us">jchapdelaine@marysville.ca.us</a> with a CC to jshaad@marysville.ca.us, and kpease@masfirm.com received no late than the time specified in Section VI. Questions received after this time will not be answered. Questions and responses will be posted on the City of Marysville website noted elsewhere in this RFQ. It will be the proposer's responsibility to periodically review the website for addenda and responses to questions and to review any additional information that may be provided by the City.

#### X. Disclaimer

- a) Where funds allocated to this project are not made available, withheld, or reduced by regional or local government entity, the City of Marysville is under no obligation to fund this project, including, but not limited to, any agreement that may be negotiated for consulting services which is the subject of this RFQ.
- Any consulting firm selected must, as a condition of entering into any agreement with the City, comply with any requirements imposed upon the City by any state, regional or local public agency or entity, which has agreed to provide funding for this project including, but not limited to, any agreement or amendment that may be negotiated for professional consulting services which is the subject of this RFQ.
  - c) All costs incurred in the preparation and submission of proposals and related documentation will be borne by the consulting firm.
  - d) Selection of qualified consulting firms will be made on the basis of the proposals as submitted, although the CITY reserves the right to interview applicants as part of the selection process.

- e) The CITY reserves the right to award the contract to the proposer who presents the qualifications which, in the judgment of the CITY, best accomplishes the desired results.
- f) This RFQ does not constitute an offer of employment or to contract for services.
- g) The CITY reserves the option to accept or reject any or all submittals, wholly or in part, received by reason of this request, and make an award, or no award, by reason of the CITY's judgment as to its best interests.
- h) All documents submitted to the CITY in response to this RFQ will become the exclusive property of the CITY and may be returned to the proposer or kept by the CITY, at the sole discretion of the CITY.
- i) All submittals shall remain firm for four (4) months, or 120 days following closing date for receipt of SOQs.
- j) Any contract awarded pursuant to this RFQ will incorporate the requirements and specifications contained in this RFQ. All information presented in a consulting firm's submittals will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the CITY during subsequent negotiations.
- k) The selected consulting firm must be qualified to provide the services requested, able to satisfy all insurance requirements of the CITY, and be available to commence work according to the proposed schedule contained in this RFQ.
- Under the provisions of the California Public Records Act (the "Act"), Government code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the City, must be available for inspection and copying upon request of any person. Under the Act, the City may be obliged to provide a copy of any and all responses to this RFQ, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any consulting firm believes that information contained in its response to this RFQ should be protected from disclosure, the consulting firm MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

**NOTICE:** The data on pages [ \_\_\_ ] of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information

for which disclosure would result in substantial injury to the consulting firm's competitive position. Proposer requests that such data be used only for evaluation of the response, but understands that the disclosure will be limited to the extent the City considers proper under law. If an agreement is entered into with the consulting firm, the City shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The City will not honor any attempt by a consulting firm to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFQ is protected from disclosure under the Act, consulting firm shall indemnify, defend, and hold harmless, the City arising out of such dispute, lawsuit, claim or demand.

# Exhibit A Professional Services Contracts Insurance Requirements

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees, and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

- 1. Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form CG 00 01, with limits no less than \$2,000,000 per occurrence including products and completed operations, property damage, bodily injury, and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the required occurrence limit.
- 2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$3,000,000 aggregate.
- B. Specific Provisions of the Certificate
- 1. If the required insurance is written on a claims-made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- 2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
- a. The CITY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.

- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the CITY.
- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents, and subcontractors. CONTRACTOR waives all rights against the CITY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent this damage is covered by the workers' compensation and employers' liability.

#### C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the CITY Risk Manager for approval.

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the City Risk Manager.

#### E. Verification of Coverage

Prior to approval of this Agreement by the CITY, the CONTRACTOR shall file with the submit-ting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the CITY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The CITY reserves the right to require certified copies of all required insurance policies at any time.

# Exhibit B WAIVER

I represent and attest that I am a person authorized to n CONTRACTOR, and represent the following: (mark X if applicable)	nake representations on behalf of the			
Automobile Exemption: I certify that the performance of the agreement for which this insurance				
Workers' Compensation Exemption: I certify that is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.				
I acknowledge and represent that we have met the insurance requirements listed above.				
Print Name	Date			
Contractor Name				
Signature				

#### Exhibit C Scope of Work

#### Task 1 Kick-off Meeting

Project team to attend a kick-off meeting to review overall project goals and schedule, preferred methods of communication, and confirm and share each person's roles.

**Task 2 Ongoing Project Team Meetings** – The project team anticipates gathering at a minimum monthly, in addition to the above-described meetings, to check in all together, ensure tasks remain on-track, and give everyone an opportunity to share. These are anticipated to be virtual meetings but will be decided on a case-by-case basis by the project team. Additional one-on-one or small group meetings are included as required to successfully complete project tasks.

#### Task 3 Review of Data and Recommendations for Improvements

The Consultant will gather the information and develop recommendations:

- Outreach with Caltrans and other Stakeholders. Meet with Caltrans to Discuss right-ofway, as well as changes on City right-of-way and private property that could be implemented to help slow and distribute traffic, improve air quality and aesthetics, and encourage investment
- Recommend public transportation improvements topics of the projects community engagement, such as public transportation, bike/pedestrian amenities and resident/visitor access points.

#### **Task 4 Designs for Improvements**

• Submittal of designs/plans for recommended improvements

#### Task 5 Schedule

Develop an overall project schedule. It will include:

- Date when materials will be developed.
- Dates of meetings, and findings will be analyzed, reviewed, and summarized.
- Follow up meeting dates for project team review of data and debrief of success metrics.
- Identify Key decision-making points.

#### Task 6. Installation of Pilot Program/Permanent Solutions

 Per the recommendations of Item 3) above, Staff would install or contract for the installation of identified traffic calming devices, which could include, but is not limited to visible and active police presence, speed feedback sign, lane narrowing, edge line, chicane/deviation, mid-block median, modified intersections, landscaping, neck down/choker, traffic circles, raised crosswalks, speed humps, and raised intersections.

- Either pilot or permanent devices to be determined, identifying three locations (3 demonstration projects)
- Specific labor and material components will be determined as part of the study
- Measure before and after results through traffic counts or other means to measure success.

#### Task 7: Additional Ad On Alternatives

As part of the project the City desires to include two additional components outside the grant which include a Feasibility Study of establishing a Train Quiet Zone, and preliminary design of a pedestrian tunnel at 14<sup>th</sup> Street. This portion of the work effort to be funded by the City's General Fund:

#### 1) Feasibility of establishing Train Quiet Zones

Marysville is bisected by a north–south Union Pacific rail corridor with three at-grade crossings located immediately adjacent to neighborhoods, businesses, and hotels. Routine horn noise significantly impacts livability and economic activity. Grade separation is not feasible, making establishment of a Federal Railroad Administration (FRA) Quiet Zone the preferred solution.

Because Marysville qualifies as a Disadvantaged Community (DAC), it is well-positioned for state and federal safety grants. Successful implementation will require close coordination with the Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), Caltrans, and Union Pacific Railroad (UPRR), the corridor owner.

#### **Crossing Locations and Community Impact**

The three affected at-grade crossings are located at 6th Street, 7th Street, and 10th Streets. These crossings are directly adjacent to residential, commercial, and hotel properties, intensifying the impacts of train horn noise.

Highway 70 runs parallel to the Union Pacific rail corridor, creating an additional barrier and complicating safe access between east and west Marysville. The combination of rail and highway infrastructure effectively divides the community, limiting residents of east Marysville from accessing key amenities and services such as grocery stores, Ellis Lake, Beckwourth Riverfront Park, and downtown commercial areas.

#### **Required Safety Measures**

To qualify for Quiet Zone designation under FRA standards, specific Supplemental Safety Measures (SSMs) or approved Alternative Safety Measures (ASMs) must be implemented. Tasks:

- a) Collect FRA Crossing Inventory data, traffic counts, train frequency, and crash history.
- b) Run the FRA Quiet Zone Calculator to determine risk index and necessary safety measures.
- c) Host a Diagnostic Review meeting with FRA, CPUC, Caltrans, and UPRR.

#### 2. Pedestrian Access Tunnel

Marysville is a Disadvantaged Community (DAC). The 14th Street location provides a central east-west connection with short approaches and strong user demand. Delivery requires Union Pacific Railroad (UPRR) right-of-entry, design review, and a Construction & Maintenance (C&M) agreement, plus CPUC coordination.

#### **Location & Community Impact**

Location: 14th Street at UPRR, parallel to SR-70. Benefit: removes a double barrier (rail + highway), shortens travel paths, improves safety and access to key amenities, and supports downtown revitalization.

#### **Probable Design & Safety Elements**

- Structure/Method: trenchless box-jacking (rectangular) or bored & jacked circular casing (≈12–14 ft clear width).
- Approaches: ADA ramps/landings, wide portals, and clear sightlines to reduce CPTED concerns.
- Systems: drainage sump and pumps, power, lighting, CCTV, emergency call stations, antigraffiti finishes, wayfinding.

#### **Process Steps**

#### **Feasibility & Early Railroad Coordination**

Tasks:

- a. Survey and geotechnical borings; options analysis (box-jack vs. bored).
- b. Concept plan and cost band; early UPRR coordination.

#### **Task 8: Additional Grant Project Deliverables**

- (a) Project closeout report
- (b) City council presentation on Project

#### **Task 9: Administration**

Project administration is key to a project's success and the administrator on this project will be working with the CITY, stakeholders, consultants, and City to manage the finances, reporting, timeline, and grant commitments. The administrator will be the City's grant manager or a grant manger consultant hired by the City. They will manage financial arrangements with participating organizations/individuals, manage subcontracts, review requests for payments/invoices, and ensure payment. Everything will be tracked against the grant budget, with regular updates being provided to the project team. Additionally, the administrator will track project process, provide updates for project process compared to project timeline and engagement timeline, and prepare reports for the project team, City, and grantor.