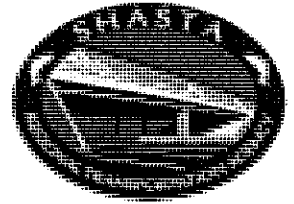


STAFF REPORT



MEETING DATE:	06/25/13
SUBJECT:	Approve Technical Services Agreement for 2015 Regional Transportation Plan (RTP) Environmental Impact Report (EIR)
AGENDA ITEM:	5-5
STAFF CONTACT:	Ellen Talbo and SRTA

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Authorize the executive director to enter into a technical services agreement with Rincon Consultants not to exceed \$93,938 for a term ending December 31, 2015.
2. Authorize the executive director to amend the agreement for any unforeseen tasks necessary to complete the EIR, limited to no more than \$18,787 in total additional work.

DISCUSSION:

In February, the board of directors authorized a request for proposals to complete an environmental impact report for the 2015 Regional Transportation Plan. Two proposals were received and evaluated, interviews were held, and references checked. De Novo Planning Group submitted an \$84,140 bid. Rincon Consultants submitted a bid in the amount of \$93,938. Rincon Consultants is recommended based on experience working with California's latest environmental planning requirements and an overall better understanding of the agencies needs and expectations.

It is also recommended that the board of directors authorize the executive director to approve contract amendments – limited to a cumulative total of 20% of the base amount – in the event of any unforeseen tasks needed to complete the environmental impact report.

ALTERNATIVES:

The board of directors may also select De Novo Planning Group, or reject both consultants and direct staff to issue a new request for proposals.

OTHER AGENCY INVOLVEMENT:

The Shasta County Department of Resource Management assisted in scoring proposals. The Technical Advisory Committee concurs with the staff recommendation.

FINANCING:

The agency budgeted \$125,000 in the 2013/14 Overall Work Program to complete the Regional Transportation Plan EIR. The total recommended contract amount is not to exceed \$93,938.

A handwritten signature in black ink, appearing to read "Daniel S. Little", is written over a horizontal line.

Daniel S. Little, AICP, Executive Director

Attachments: Draft Technical Services Agreement

**TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
RINCON CONSULTANTS INC. FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT
FOR THE 2015 REGIONAL TRANSPORTATION PLAN FOR SHASTA COUNTY**

This agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and Rincon Consultants Inc., a California corporation, ("Consultant") for the purpose of preparing an environmental impact report for the *2015 Regional Transportation Plan for Shasta County*.

1. RESPONSIBILITIES OF CONSULTANT.

- A) Consultant shall prepare an environmental impact report for the *2015 Regional Transportation Plan for Shasta County* as outlined in the scope of work shown in Attachment A.

2. RESPONSIBILITIES OF SRTA.

- A) SRTA shall compensate Consultant as set forth in Section 3 of this agreement and shall monitor Consultant's performance.
- B) SRTA shall review draft documents in a timely manner.
- C) SRTA will provide all documents as described in Task 2 under the Work Plan as found in the Proposal to Prepare and any other requested documents as described in the Proposal to Prepare in a timely manner.

3. COMPENSATION.

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed \$93,938 for the services described in Attachment B. Compensation does not include the use of Omni-Means for EIR Traffic Impact studies.

4. BILLING AND PAYMENT.

Consultant shall submit to SRTA within thirty days (30) after completion of the services described in Section 1, an itemized invoice of services rendered and progress statement. Consultant may submit periodic invoices (no more than twelve per year) as work is completed during the term of this agreement. SRTA shall make payment within 30 days of receipt of Consultant's correct and approved invoice(s). Requests for payment must include a narrative of services performed in the period by task.

5. TERM OF AGREEMENT AND SCHEDULE.

This agreement shall commence on the date of SRTA board of directors, or executive director, signing and shall terminate upon completion of the services described in section 1, or on December 31, 2015, whichever is earlier.

Consultant shall commence work on or about July 15, 2013. The draft EIR shall be delivered for SRTA review by April 30, 2014. The final EIR shall be delivered to SRTA by September 15, 2014 unless amended by the Executive Director.

6. TERMINATION OF AGREEMENT.

- A) Termination for Convenience – This agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by the agency unless an opportunity for consultation is provided prior to the effective date of the termination.
- B) Termination for Default – SRTA retains the right to terminate this agreement completely or partially for default if the Consultant fails to: i) make delivery of the supplies, or perform the services, within the time specified in this agreement; ii) perform any other provision of this agreement; or iii) make progress, and that failure endangers performance of this agreement.

Under a termination for default, SRTA is not liable for the Consultant's costs on undelivered work and is entitled to the repayment of advance and progress payments, if any, applicable to that work.

- C) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then SRTA shall have the right to terminate this agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. If termination for cause is given by SRTA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph D of this section.
- D) Termination without Cause – SRTA may terminate this agreement without cause on 30 days' written notice to Consultant. SRTA shall pay Consultant for all work satisfactorily completed as of the date of notice.

- E) Immediate Termination – SRTA may terminate this agreement immediately upon oral notice should funding cease, or be materially decreased, during the term of this agreement.
- F) SRTA's right to terminate this agreement may be exercised by the Executive Director, or his designee.
- G) Should this agreement be terminated, Consultant shall promptly provide to SRTA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- H) Disposition of, Title to and Payment for Work upon Expiration or Termination – Upon expiration of this agreement or termination for cause or termination for the convenience of a party, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of SRTA, the property of and shall be promptly returned to SRTA, although Consultant may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this agreement, any copyrightable or patentable work created by Consultant under this agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only SRTA shall be entitled to claim or apply for the copyright or patent thereof.
- I) If this agreement is terminated under paragraphs B and C of this section, Consultant shall only be paid for services completed and provided prior to the notice of termination. In the event of termination under paragraph A, D, or E of this section, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of Consultant covered by this agreement, less payments of compensation previously made. In no event, however, shall SRTA pay Consultant an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

7. DISPUTE RESOLUTION.

Any dispute between Consultant and SRTA relating to the implementation or administration of this agreement may be attempted to be resolved through the following process:

- A) The parties shall first attempt to resolve the dispute informally in meetings or communications between Consultant and SRTA. If the dispute remains unresolved fifteen (15) days after it first arises, Consultant may request that SRTA issue a recommended decision on the matter in dispute. The SRTA project manager shall issue the recommended decision in writing and provide a copy to Consultant.
- B) The recommended decision of the SRTA project manager shall become final unless, within fifteen (15) days of receipt of such recommended decision, Consultant submits a written request for review to the SRTA executive director. In connection with any such review, Consultant and SRTA shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the executive director, either party may seek judicial resolution of the dispute in an appropriate court within Shasta County, California.
- C) Pending final resolution of a dispute under this section, Consultant shall proceed diligently with performance in accordance with this agreement and SRTA's recommended decision.

8. ENTIRE AGREEMENT; AMENDMENTS.

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

9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

10. PUBLIC RECORDS ACT.

All bids and proposals received become the exclusive property of SRTA. At such time as a contract award is recommended to SRTA, all bids and proposals become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "Trade Secret," "Confidential" or "Proprietary". SRTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, with limitation, those so marked if disclosure is deemed required by law or by an order of a court.

11. EMPLOYMENT STATUS OF CONSULTANT.

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

12. INDEMNIFICATION.

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

contractor” status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless SRTA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys’ fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement.

13. INSURANCE COVERAGE.

- A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.
- B) Consultant and any subcontractor shall obtain and maintain continuously required Workers’ Compensation and Employer’s Liability Insurance to cover Consultant, subcontractor, Consultant’s partner(s), subcontractor’s partner(s), Consultant’s employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this agreement.
- C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D) Consultant shall require subcontractors to furnish satisfactory proof to SRTA that liability and workers’ compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement. SRTA’s executive director shall not allow any contract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

E) With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *the Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that *coverage shall not be reduced or canceled without 30 days written prior notice certain to SRTA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide SRTA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement. The accountant/finance

officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.

- (6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, SRTA may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide SRTA a certificate of insurance reflecting those limits.

14. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

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

15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this agreement.
- B) Consultant will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability, or use of family care leave.

By signing this agreement, Consultant agrees that it is in compliance with all executive orders and federal, state and local laws regarding fair employment practices and non-discrimination in employment. Additionally, Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

- C) If Consultant proposed the contract project with Disadvantaged Business Enterprise participation, the Consultant will adhere to the stated participation rate unless otherwise agreed to, in writing, between SRTA and the Consultant for circumstances beyond the control of the Consultant.

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

Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- D) Consultant represents that Consultant is in compliance with and agrees that Consultant will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- E) Consultant agrees to adhere to the Buy America regulations apply to federally assisted procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

16. ACCESS TO RECORDS/RETENTION.

SRTA, federal, and state officials shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or SRTA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after SRTA makes final payment hereunder.

17. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within ninety (90) days of notice by SRTA shall be grounds for termination of this agreement.

18. LICENSES AND PERMITS.

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

19. PERFORMANCE STANDARDS.

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

20. CONFLICT OF INTEREST.

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

21. NOTICES.

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

If to SRTA: Shasta Regional Transportation Agency
Attn: Dan Little, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001

If to Consultant: Richard Daulton
Rincon Consultants Inc.
1530 Monterey Street
Suite D
San Luis Obispo, CA 93401

- B) Notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

22. CONFIDENTIALITY.

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

23. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of SRTA and be delivered to SRTA upon completion of its authorized use pursuant to the agreement. SRTA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in SRTA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during the performance of this agreement and the Consultant shall not be restricted in any way with respect thereto.

24. SEVERABILITY.

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

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

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: _____

Dan Little, Executive Director

RINCON CONSULTANTS INC.

By: _____
Principal/President

By: _____
Financial Officer

Tax I.D.#: 26-2962235

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

Attachment A - SCOPE OF WORK

Task/Subtask	Task Description	Task Deliverable
Task 1 -Project Initiation and Management		
Draft and Sign the Project Contract	Tasks and work product delivered under this task are intended for the purpose of managing completion of the EIR, as well as ensure that progress and quality control/quality assurance are tracked throughout the life of the project. Development of the Project Contract is necessary for stating the terms of the project, roles, responsibilities of SRTA and the Consultant.	Project Contract
Develop a Project Schedule	The project schedule is intended to guide development of the EIR within a timely manner that corresponds to the agency's deadline(s) of developing the 2015 Regional Transportation Plan. The project schedule for the EIR will consist of key milestone dates that represent critical actions that mark progress of the EIR. The project schedule will be flexible to the extent that necessary analysis and tasks do not impede the completion of each other, nor impede the completion of the RTP.	Comprehensive Meeting and Deliverable Schedule
Maintain Project Management Plan Documentation	Maintaining a Project Management Plan and related documentation is intended to document the general protocol of the project, roles & responsibilities of team members, discussion of how data will be acquired and used for the project, and outline the EIR's overall approach. SRTA will collect meeting summaries and monthly progress reports as a method of tracking the EIR's progress against the project schedule.	Project Management Plan or Project Kick-off Documentation
		Summary of Kick-off Meeting Discussion and conclusions schedule of data acquisition;
		Outline of overall EIR approach including specific issues and concerns;

Task/Subtask	Task Description	Task Deliverable
		Summaries of all meetings; Monthly progress reports to SRTA staff.
Task 2 -Data Collection		
Acquire adequate data for the project	The consultant will be responsible for identifying and collecting data needed for environmental and project analysis.	
Task 3 - Prepare Notice of Preparation		
Prepare the Notice of Preparation (NOP)	The NOP is a requirement under CEQA intended to serve as 30-day public notice to stakeholders and describe what issues the EIR will evaluate. This task allows for compiling and responding to NOP comments and conducting one scoping meeting.	Draft and Final Notice of Preparation to include a project description, location map, and and list of environmental issues; Responses to NOP comments; Public scoping meeting materials; Memorandum providing recommendations for early consultation
Task 4 - Public Meetings		
Hold all necessary public meetings	Public meetings will be necessary for advancing the EIR through various phases including EIR scoping, Open House meeting(s), project teleconference meetings, and one SRTA Board of Directors meeting. More meetings may be requested at the agency's discretion.	6 teleconference meetings (one can be swapped for an Open House meeting), 1 EIR scoping meeting, 1 SRTA Board of Directors meeting,
Task 5 - Prepare Administrative Draft of EIR		
Prepare the Administrative Draft of the EIR for stakeholder agency and public review	The Administrative Draft EIR will be prepared in accordance with and include all required sections described in Article 9, Sections 15120-15131 of the CEQA Guidelines, which set the standards for adequacy of the EIR. The consultant will conduct original research to augment existing information. At minimum, the organization of the Administrative Draft will include the following specific components. A more extensive description of this task is detailed further in the attached section from the selected bid in Attachment B.	50 hard copies and one digital copy of Draft EIR,

Task/Subtask	Task Description	Task Deliverable
	- Executive Summary - Introduction and Environmental Setting - Environmental Impact Analysis that considers: setting, impact analysis, mitigation measures, level of significance after mitigation, list of individual plan components that may require further project-level study or mitigation - Other CEQA-Required Discussions - Alternatives	- Public Workshops - Notice of Completion
Task 6 - Prepare Responses to Comments		
Collect EIR Public Comments and Prepare Responses	CEQA Guidelines require a public comment period following the completion of analysis (Article 7, Section 15087). Comments received from stakeholder agencies, the general public, and other citizen groups will be collected and responses will be provided. The preparation of responses will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary.	Preparation of Responses to comments to be incorporated as an appendix in the Final EIR
Task 7 - Prepare Final EIR		
Prepare the Final EIR for incorporation into the RTP	The Final EIR will be prepared subsequently to SRTA review of the Responses to Comments and Administrative Draft of the EIR. The Final EIR will consist of the Draft EIR with incorporated edits/additions, comment letters received for the Draft EIR and responses, and an Errata that summarizes changes made to the Draft EIR.	50 hard copies abd one digital copy of Final EIR
Task 8 - Prepare Findings and Statement of Overriding Considerations		

Task/Subtask	Task Description	Task Deliverable
Prepare Final CEQA Findings, and Statement of Overriding Considerations	An NOD will be prepared to complete the documentation process of the EIR. Final CEQA findings will be documented in the Final EIR. Should significant and unavoidable impacts remain after mitigation, a Statement of Overriding Considerations will be prepared as required by CEQA Guidelines (Article 7, Section 15093). This part of the task will be implemented if it is determined that the CEQA Findings will necessitate the preparation of the Statement of Overriding Considerations.	Prepare Notice of Determination
		Draft and Final Findings and Statement of Overriding Considerations (if necessary)
Note: For additional detail of tasks, refer to Section 3 (Technical and Management Approach) of the selected bid proposal.		
Acronyms Used:		
CEQA	California Environmental Quality Act	
EIR	Environmental Impact Report	
NOD	Notice of Determination	
NOP	Notice of Preparation	
RTP	Regional Transportation Plan	
SRTA	Shasta Regional Transportation Agency	

Attachment B - Consultant Budget
Maximum Compensation:

\$93,938

Shasta Regional Transportation Agency Regional Transportation Plan and Sustainable Communities Strategy EIR

Cost Estimate

26-Apr-13

Tasks	Cost	Hours	Rincon Labor				
			Principal	PM/Sr. Assoc.	Assoc.	Graphics	Clerical
			\$180/hour	\$135/hour	\$105/hr	\$85/hour	\$65/hour
Project Initiation and Management	\$4,190	30	8	16	4	2	
Data Collection	\$2,700	22	2	8	12		
Prepare NOP/Project Description	\$5,070	42	8	10	16	4	4
Public Meetings	\$5,360	40	8	24	4		4
Prepare Administrative Draft PEIR							
Executive Summary	\$1,285	12	1	1	8		2
Introduction and Environmental Setting	\$1,320	10	2	4	4		
Environmental Impact Analysis							
Land Use	\$1,730	15	1	4	8	2	
Visual Resources	\$2,290	19	1	10	4	4	
Transportation	\$3,880	34	2	8	20	4	
Air Quality	\$2,310	20	2	2	16		
Noise	\$2,900	26	2	2	20	2	
Energy	\$2,610	23	1	4	18		
Geology	\$2,050	19	1	2	12	4	
Greenhouse Gases/Climate Change	\$2,520	22	2	2	18		
Hydrology/Water Resources	\$2,260	21	1	2	14	4	
Biological Resources	\$720	5	1	4			
Cultural Resources	\$720	5	1	4			
Environmental Justice	\$2,130	19	1	2	16		
Other CEQA-Required Discussions	\$1,080	9	1	2	6		
Effects Found to be Less Than Significant	\$1,080	9	1	2	6		
Alternatives	\$3,700	32	4	4	20	4	
Publication of Draft EIR	\$4,480	42	2	12	14	6	8
Prepare Responses to Comments	\$4,930	40	6	12	20		2
Prepare Final EIR	\$2,680	26	2	4	10	4	6
Prepare Findings/Statement of Overriding Considerations	\$2,310	18	4	4	10		
Project Management	\$4,580	32	12	16			4
Rincon Labor Total	\$70,885	592	77	165	280	40	30
Other Costs							
Quercus Consultants, Inc. (Biological and Cultural Resources)	\$9,460						
Travel	\$1,600						
Printing							
ADEIR (5 copies)	\$350						
DEIR (50 copies)	\$3,500						
AFEIR (5 copies)	\$400						
FEIR (50 copies)	\$4,000						
Miscellaneous Expenses	\$2,127						
General & Administrative	\$1,418						
Total (Other Costs)	\$23,053						
TOTAL	\$93,938						

Optional Tasks	Cost
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No Optional Tasks Needed