STAFF REPORT

MEETING DATE:	**May 23, 2024**
SUBJECT:	**Discuss History of Intercity Transportation Planning Coordination and Reconsider Action to Award a Contract for the North State Intercity Bus to Rail Plan**
AGENDA ITEM:	**10**
STAFF CONTACT:	**Sean Tiedgen, Executive Director** **Michael Kuker, Senior Transportation Planner**

SUMMARY:

The Shasta Regional Transportation Agency (SRTA) was awarded competitive Caltrans Strategic Partnership funds to develop a long-term plan to improve intercity transit (bus and rail) connections and better coordinate transit services throughout the North State. A contract for award was recommended, but not approved, at SRTA's February 2024 meeting. The SRTA Chair requested further information and that this item be brought back for discussion and potential actions at the April SRTA Board of Directors meeting.

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Receive a presentation on the history of SRTA's coordination activities related to intercity transportation with agency partners across the North State;
2. Discuss and consider rescinding action voted on at the February 29, 2024, board meeting regarding not awarding a technical services agreement (TSA) with AECOM to prepare the North State Intercity Bus to Rail Plan;
3. Discuss and consider authorizing the executive director to execute a technical services agreement (TSA) with AECOM to prepare the North State Intercity Bus to Rail Plan, for a term ending August 30, 2025, not to exceed $189,956.43 ***(this action will only be discussed and voted on if the board votes to rescind their February 2024 meeting action***); and
4. Authorize the executive director to make minor administrative amendments to the TSA as appropriate ***(this action will only be voted on if the board votes to rescind their February 2024 meeting action)***.

DISCUSSION:

Background – The North State Super Region is an alliance of 16 regional transportation agencies in Northern California that collaborate on common transportation challenges. Since 2015, SRTA, with partner support, has led efforts to study and address intercity transportation along the I-5 corridor to better meet the interregional mobility needs of businesses and people (see history of efforts: https://www.srta.ca.gov/285/). Most recently, in December 2020, this included pursuing grant funding to study challenges and opportunities concerning daytime intercity passenger rail service. The board of directors approved staff applying for a grant, which was awarded funding in June 2021. See Attachment A for history of related actions since 2020.

Bus to Rail Plan – In June 2021, the board of directors accepted a $291,819 Caltrans Strategic Partnership grant to fund the North State Intercity Bus to Rail Plan. The plan would study the long-term (10 to 20+ year) challenges, needs, and opportunities for future daytime passenger rail service. The project will provide updated information related to intercity bus transportation needs—data that the North State Super Region partners can use to better inform state intercity transportation plans and programs. Additionally, the San Joaquin Joint Powers Authority (SJJPA) currently exercises authority over intercity bus services throughout the North State with no representation from any of the sixteen North State counties. Providing locally developed information could influence SJJPA decisions.

SRTA issued an RFP for consultant services twice since October 2023 and received four proposals in December 2023. An interagency evaluation panel reviewed and scored proposals. Staff recommended a contract be awarded to AECOM at the February 2024 board of directors meeting. Further details on the procurement are available from the staff report in Attachment B.

At the February 2024 board of directors meeting, the board elected to not award the contract to AECOM. However, no subsequent action or item was available to provide direction to staff regarding the study effort in general. After the meeting, the SRTA Chair requested a summary from the executive director of the impact of the action at the February meeting, which was prepared and provided to the board of directors (see Attachment C). The Chair directed staff to bring this item back for discussion and resolution at the April board meeting.

Since the February board of directors meeting, staff has received the following comment letters (Attachment D):

- Siskiyou County Local Transportation Commission letter supporting development of the North State Intercity Bus to Rail Plan.
- Nevada County Transportation Commission letter supporting development of the North State Intercity Bus to Rail Plan.
- Caltrans District 2 letter commenting on the Bus to Rail Plan, highlighting a willingness to extend grant funds to allow completion of the project and negative ramifications to SRTA on future planning grant cycles if grant funds are returned.

A draft contract with AECOM is attached for review (Attachment E) should the board of directors decide to move forward with the study. The project schedule would be finalized based on any grant fund extensions by Caltrans with a goal of completion in one year. Staff would provide updates to the board of directors on key milestones during the planning process. The scope of work focuses on data collection; stakeholder engagement; identification of rail hubs for future North State transit service connections; assessment of feasibility of future passenger rail connections; analysis of service options and recommendations for potential future actions.

ALTERNATIVES:

The board of directors may choose to not rescind the prior action made at the February 29, 2024, board meeting. Should the prior vote stand, staff would notify regional partners and the consultant that the project will not move forward and notify Caltrans to discuss necessary steps to return a portion of, or all, grant funds. If the board of directors decides to rescind the prior action they could choose another firm, direct staff to recirculate the RFP, or delay this item and request staff to provide additional information. However, any further delays could jeopardize delivery of the project within the available grant extension provided by Caltrans without further discussion.

OTHER AGENCY INVOLVEMENT:

SRTA received 24 support letters from regional partners on the original grant application. Caltrans reviews, approves, and administers state planning grants. The Technical Advisory Committee (TAC) previously met on February 15, 2024, to review and discuss the original staff recommendation and received an update on April 11, 2024.

FISCAL IMPACT:

The grant funds for this project are programmed in the FY 2023/24 and FY 2024/25 Overall Work Programs (Work Element 707.10 – North State Intercity Bus to Rail Plan). The North State Intercity Bus to Rail Plan is funded through a $291,819 Caltrans Strategic Partnership grant, with match funds provided via SRTA's LTF budget. The recommended contract amount is $189,956.43 for consultant services. Should the project not move forward staff would remove the project information and associated budget from the FY 2024/25 OWP amendment #2 and the final FY 2024/25 OWP.

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Sean Tiedgen, AICP, Executive Director

Attachments:

A: History of Related SRTA Board of Directors Agenda Items
B: February 29, 2024, Bus to Rail Staff Report
(weblink: https://www.srta.ca.gov/DocumentCenter/View/9291/9-8_Bus-to-Rail)
C: Memo: Impact of February Action on Agenda #9-8, not Awarding a Contract for the North State Intercity Bus to Rail Plan, dated March 14, 2024
D: Regional and State Agency Comment Letters
E: Technical Services Agreement with AECOM

History of Related SRTA Board of Directors Agenda Items

2020

Board of Directors Meeting on December 15, 2020

Agenda Item 11

- The board of directors receives a presentation on the Salmon Runner intercity bus services and accepts staff recommendation to develop an intercity passenger rail study.

2021

Board of Directors Meeting on February 23, 2021

Agenda Item 15

- The board of directors receives a presentation on SRTA's application to the Fiscal Year (FY) 2021/22 Caltrans Sustainable Transportation Grant Program.

Board of Directors Meeting on April 27, 2021

Agenda Item 17

- The board of directors adopts the Fiscal Year (FY) 2021/22 Overall Work Program (OWP), including Work Element 701.10 (North State Intercity Bus to Rail Plan) in advance anticipation of possible funding.

Board of Directors Meeting on June 28, 2021

Agenda Item 9

- The board of directors approves Resolution 21-12, accepting the Fiscal Year 2021/22 Caltrans Sustainable Transportation Grant Program award of $291,819.
- The board directs staff to begin procurement of consultant services.

2022

Board of Directors Meeting on April 28, 2022

Agenda Item 11

- The board of directors adopts the Fiscal Year (FY) 2022/23 Overall Work Program (OWP), including Work Element 701.10 (North State Intercity Bus to Rail Plan).

2023

Board of Directors Meeting on April 27, 2023

Agenda Item 8

- The board of directors adopts the Fiscal Year (FY) 2023/24 Overall Work Program (OWP), including Work Element 701.10 (North State Intercity Bus to Rail Plan).

2024

Board of Directors Meeting on February 29, 2024

Agenda Item 9-8

- The board rejects staff's recommendation to award the North State Intercity Bus to Rail Plan contract to AECOM.

Agenda Item 16

- The board of directors reviews draft work elements for the Fiscal Year (FY) 2024/25 Overall Work Program (OWP), comments provided regarding zero-emission efforts including regarding intercity bus.

STAFF REPORT

MEETING DATE:	**February 29, 2024**
SUBJECT:	**Authorize Executive Director to Execute a Technical Services Agreement for the North State Intercity Bus to Rail Plan**
AGENDA ITEM:	**9-8**
STAFF CONTACT:	**Michael Kuker, Senior Transportation Planner**

SUMMARY:

SRTA was awarded Caltrans Strategic Partnership funds to develop a long-term plan to improve intercity transit connections and better coordinate transit services throughout the North State. This study will help SRTA update existing plans with more current post-pandemic information. SRTA issued a Request for Proposals (RFP) for consultant services to help prepare the plan. An interagency evaluation committee reviewed and scored four proposals, and recommended contracting with AECOM for the project, with staff concurring.

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Authorize the executive director to execute a technical services agreement (TSA) with AECOM to prepare the North State Intercity Bus to Rail Plan, for a term ending August 30, 2025, not to exceed $189,956.43; and
2. Authorize the executive director to make minor administrative amendments to the TSA as appropriate.

DISCUSSION:

Background – In June 2021, the board of directors accepted a $291,819 Caltrans Strategic Partnership grant to fund the North State Intercity Bus to Rail Plan. The plan is focused on planning for improved intercity transportation options between Redding and the Greater Sacramento area and/or the San Francisco Bay Area—the Shasta Region is only a few hours away but can often be unreachable for people who do not have access to a car or for those who prefer to travel by bus or train. Due to impacts of the COVID pandemic, staff turnover and a resulting focus on core agency duties, a consultant had not yet been procured.

SRTA issued an RFP for consultant services on October 9, 2023, with proposals due on November 6, 2023. No proposals were received by that date. Per SRTA policies, staff reached out to various potential consultants to determine why no proposals were received. The RFP was then reissued on November 14, 2023, with a new due date of December 19, 2023. Proposals were received from AECOM, CHS Consulting, DKS Associates, and Green DOT Transportation.

An interagency evaluation panel was established with representatives from SRTA, the Redding Area Bus Authority, and the San Joaquin Regional Rail Commission. The panel's consensus scores were as follows: AECOM (96/100), CHS Consulting (89.2/100), DKS Associates (88.6/100), and

Green DOT Transportation Solutions (70.4/100). It is recommended that AECOM be awarded the contract based on the thoroughness of their proposal, the qualifications of their staff, and their experience providing similar services in the North State. (Attachment A).

Staff proposes an aggressive project schedule and anticipates presenting the final plan to the board of directors for consideration in December 2024. The proposed project schedule, including tasks and deliverables, is attached (Attachment B). Staff will provide updates to the board of directors on key milestones during the planning process.

ALTERNATIVES:
The board of directors may choose another firm, direct staff to recirculate the RFP, or delay this item and request staff to provide additional information.

OTHER AGENCY INVOLVEMENT:
The Technical Advisory Committee (TAC) met on February 15, 2024, to review and discuss the recommendation.

FISCAL IMPACT:
This project is programmed in the FY 2023/24 Overall Work Program (Work Element 707.10 – North State Intercity Bus to Rail Plan) previously approved by the board of directors on April 27, 2023. The North State Intercity Bus to Rail Plan is funded through a $291,819 Caltrans Strategic Partnership grant, with match funds provided via SRTA's LTF budget. The recommended contract amount is $189,956.43 for consultant services. The balance of the grant funds may be used for SRTA staff time and other needs identified during the planning process.

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Sean Tiedgen, AICP, Executive Director

Attachments:
A: Proposal from AECOM
B: Project Schedule

1255 East Street, Suite 202 • Redding, CA 96001 • (530)262-6190 • Fax: (530)262-6189
E-mail: srta@srta.ca.gov • Website: www.srta.ca.gov

Sean Tiedgen, AICP, Executive Director

DATE: March 14, 2024

TO: SRTA Board of Directors

FROM: Sean Tiedgen, Executive Director
Mark Mezzano, SRTA Chair

SUBJECT: Impact of February Action on Agenda #9-8, not Awarding a Contract for the North State Intercity Bus to Rail Plan

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Good morning, SRTA Board of Directors:

After our meeting on Thursday, February 29, 2024, Chair Mezzano requested a summary of the impact of the board's decision related to ***Agenda Item #9-8: Authorize the Executive Director to Execute a Technical Services Agreement for the North State Intercity Bus to Rail Plan*** *(link to staff report: https://www.srta.ca.gov/DocumentCenter/View/9291/9-8_Bus-to-Rail).* Specifically, I was asked to answer the following questions:

- What is the impact of not awarding a contract for this project?
- How is the project affected?
- Are other agencies affected by the decision?
- How might this action affect SRTA financially?
- What is the impact going forward?
- What is at stake if we do not follow through with this project?

Please note – This is intended to be a summary and provide a brief history of previous board actions. It is not intended for a discussion. Chair Mezzano has asked me to bring this item back for discussion at the April meeting.

Impact of the board's motion/How the project is affected:

The board was asked to authorize the executive director to execute a contract with AECOM for the North State Intercity Bus to Rail Plan. After discussion, a motion to not approve the staff recommendation was made, which passed on a 4-3 vote. However, because no subsequent action or alternative was provided to staff during the meeting the status of the project is in question. Do we award the project to another consultant? Do we table this item to another meeting? Does the board desire to reject the competitively awarded grant funds completely, undoing years of regional collaboration, and return the funds to Caltrans?

What other agencies will be affected by this decision:

As a member of the 16-county North State Super Region, SRTA's grant application was building off five-plus years of collaboration and study with regional transportation planning agencies (Butte, Siskiyou, Tehama, Glenn, and Colusa) regarding the long-term challenges and needs of future daytime intercity bus and rail service between the North State and Sacramento and/or Bay Area. This project would allow the Super Region partners to collect current information and provide accurate input on future California State Rail Plan updates. For context, the last two State Rail Plans suggest a need for integrated intercity bus transportation connections every two hours between Redding and Sacramento by 2032 or sooner. However, those plans were prepared with minimal outreach to Super Region partners or data to support this conclusion. Not moving forward diminishes the ability of SRTA and regional agencies to provide input on State efforts.

Grant history and fiscal impacts to SRTA:

In December 2020, the SRTA Board of Directors approved submitting a grant application. The project received 25 support letters, was submitted in February 2021, and awarded funds in June 2021. Competitive planning grant funds totaling $291,819 were provided. Staff worked diligently and spent considerable time preparing a request for proposals to solicit consultant assistance. This led to the recommended contract with AECOM for $189,956.43. The remaining grant funds ($101,862) and SRTA match funds would be used towards staff time. It's estimated up to 600 staff hours are necessary to manage and carry out the project scope, resulting in approximately $219,000 in direct and indirect costs. Total project costs are estimated to be $408,957. To date $66,749 in direct and indirect costs have been expended so far.

The negative consequences of rejecting this project are as follows:

- Staff met and conferred, and in conclusion SRTA stands to lose up to $291,819 in grant funds and may be required to repay a portion of the funds already spent or absorb the costs in full due to having no final deliverables. This would impact SRTA's LTF administration budget.
- During my 14 years at SRTA I have seen numerous situations where grants returned without cause are viewed negatively by state agencies. Caltrans will likely "red flag" SRTA over the returned grant. Over the next two-to-three years, this will reduce SRTA's competitiveness in applying for Caltrans planning grants that the board and regional partners desire SRTA to pursue. Thus, preventing our ability to maximize federal/state tax dollars already collected to plan for future transportation needs.
- SRTA and our North State partners lose the opportunity to conduct research and have updated information regarding our citizens' current and future intercity bus and rail transportation needs to ensure there are context appropriate solutions.
- Our North State partners may see SRTA as a "bad" partner for collaborating on broader efforts to address transportation issues that transcend political map boundaries. This could result in less partnerships or a lack of support for local/regional capital projects seeking competitive funding.
- We would lose the ability to make informed recommendations to Caltrans and the San Joaquin Join Power Authority (SJJPA) regarding bus and rail planning efforts they oversee in our region. It would mean continued limited representation for Shasta County and the North State in such matters.

Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

1312 Fairlane Road, Suite 2
Yreka, California 96097
Phone: 530.709.5060

April 9, 2024

Chair Mark Mezzano
Shasta Regional Transportation Agency
1255 East Street, Suite 202
Redding, CA 96001

RE: Support for North State Intercity Bus to Rail Plan

Chair Mezzano,

We write to you to express our support for Shasta Regional Transportation Agency's North State Intercity Bus to Rail Plan. We appreciate SRTA's efforts on this project that will identify transportation needs and methods to address those needs. Smaller agencies such as the Siskiyou County Local Transportation Commission have limited capacity to complete this type of project. To achieve improved connectivity across the northernmost portion of the state without your team's efforts would be significantly more challenging.

This project is the culmination of numerous years of effort by your agency as well as many other RTPAs across the north state. There are many benefits of this project including providing our vast region a voice, through your agency's efforts, to ensure that resident's and visitor's transportation needs have representation, access to essential services regardless of mobility limitations, and can enjoy the same intercity services afforded to other regions in the state.

Over the past decade the Commission has consistently received requests for services between our regions. There have also been requests for improved connections between public transit and rail options. Our region currently has one passenger train with a northern terminus in Dunsmuir in the middle of the night requiring passengers to wait multiple hours for a connection with public transit services. Although not immediately addressed with your project it would provide options for our agencies to collaborate on improving rail and transit connections further north in the future once established in Shasta County.

Our agencies and regions are facing unprecedented requirements to reduce greenhouse gas emissions, reduce vehicle miles traveled, and the transition to zero emissions. The proposed project will move the north state region one step closer to achieving these monumental goals. We look forward to supporting your efforts on this critical project.

Sincerely,

Bruce Deutsch

Signer ID: FHALASYB11...

Bruce Deutsch
Chair

California Department of Transportation

DISTRICT 2
1657 RIVERSIDE DRIVE | REDDING, CA 96001
PHONE (530) 782-3152 | TTY 711
www.dot.ca.gov

April 16, 2024

Mr. Mark Mezzano
Chairman of the Board
SRTA
1255 East Street
Redding, CA 96001

Dear Chairman Mezzano:

California Department of Transportation (Caltrans) awarded and supports Shasta Regional Transportation Agency (SRTA) in its North State Intercity Bus to Rail Plan. This project will help the region to implement and algin with the state plans.

SRTA works to coordinate transportation projects across Northern California that provide improved access to the region and the rest of the state. This project will work toward the goals of the North State by planning for enhanced bus connections to regional rail hubs and daytime passenger rail to Redding. The project will bridge the current transportation gap between the communities of the North State and the opportunities located in large economic centers just a few hours to the south in Greater Sacramento and the Bay Area. The project will also help many in communities find /affordable transportation options to access jobs. medical and education and visit their friends and families.

For the Fiscal Year of 2021/22, SRTA applied to the Sustainable Transportation Planning Grant Program for a transit partnership grant for $329, 627. At the time SRTA applied for the grant, they received 24 letters of support by local agencies, schools, and businesses/organizations, which included: North State Super Region, San Joaquin Joint Powers Authority, Capitol Corridor Joint Powers Authority, Butte County Association of Governments, Redding Area Bus Authority, Tehama County Transportation Commission, Trinity County Transportation Commission, Siskiyou County Local Transportation Commission, Siskiyou Transit and General Express, Shasta County Office of Education, Tehama County Department of Education, Dignity Health Connected Living, Redding Convention and Visitors Bureau, Anderson Union High School District, Orland Unified School District, Corning Union High School District, Willows Unified School District, Los Molinos Unified School District, Pierce Joint Unified School District, Stony Creek Joint Unified School District, Shasta Living Streets, Shasta-Cascade Wonderland Association, Rail Passengers Association, Shasta Environmental Alliance. Caltrans awarded SRTA with the funding requested for this planning project.

Additionally, SRTA was awarded a Sustainable Grant for $ 338,375 in FY 17/18 that focused on the business plan for the intercity bus network with a backbone I-5 service between Redding and Sacramento and feeder services linking Shasta, Modoc, Siskiyou, Humboldt, Lassen, Butte, Trinity, Tehama, Glenn, Lake and Colusa counties. The final plan developed agreements with state, rail and regional partners and reaches out to rural, disadvantaged communities along the I-5 corridor.
Caltrans has already granted SRTA an 8-month extension, in hopes for them to continue working on this. Caltrans wants the North State Intercity Bus to Rail Plan to be successful. If SRTA returns this sustainable grant funding, then the ramifications would be still needing a tangible product like a planning study if any funds have been spent.

The yearly competitive sustainable grants focus not only on the quality of grant applications but on the applicant's ability to complete the grant on time and within budget. Not completing the North State Intercity Bus to Rail Plan Grant will have a negative impact for SRTA on future grant cycles. Currently the Low Stress Shasta Grant application is in review and SRTA will find out this Fall if the grant is awarded or not.

I look forward to working on this amazing grant with SRTA and will do anything I can to assist in the grant final product delivery.

Sincerely,

Kathy Grah

Kathy Grah
Senior Transportation Planner
Office of Regional Plannning

NEVADA • COUNTY • TRANSPORTATION
NCTC
COMMISSION

MICHAEL WOODMAN, Executive Director
AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City **Nevada County • Truckee**

April 19, 2024

Chair Mark Mezzano
Shasta Regional Transportation Agency
1255 East Street, Suite 202
Redding, CA 96001

RE: Support for North State Intercity Bus to Rail Plan

Chair Mezzano,

The Nevada County Transportation Commission (NCTC) is writing to express support for the Shasta Regional Transportation Agency's (SRTA) North State Intercity Bus to Rail Plan. NCTC as a member of the North State Super Region (NSSR) would like to thank the SRTA for their leadership on this issue. The members of the NSSR have worked collaboratively to identify and support state funding partnerships to plan and identify needs that will help to improve intercity transportation across the North State. The identification of needs is the first step to positioning the member agencies of the NSSR and SRTA to be competitive in pursuing future state and federal funding opportunities to enhance interregional travel.

The previous two State Rail Plans identified the need for integrated intercity bus transportation connections between Redding and Sacramento by 2032. The development of the North State Intercity Bus to Rail Plan will ensure that the needs of the NSSR members are considered and help to develop context appropriate solutions that can guide the recommendations to Caltrans and the San Joaquin Joint Powers Authority

NCTC and the NSSR members continue to advocate for increased Local Transportation Funding for transit operations, as well as streets and roads maintenance and identifying needs within the North State will help to advocate for equitable and sustainable funding across the region. NCTC looks forward to supporting your efforts on this critical project.

Sincerely,

Mike Woodman, Executive Director

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E-mail: nctc@nccn.net • Web Site: www.nctc.ca.gov

2024-04

TECHNICAL SERVICES AGREEMENT BETWEEN THE SHASTA REGIONAL TRANSPORTATION AGENCY AND AECOM FOR PREPARATION OF THE NORTH STATE INTERCITY BUS TO RAIL PLAN

This Agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and AECOM Technical Services, Inc. ("Consultant") for the purpose of preparation of the North State Intercity Bus to Rail Plan.

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1. <u>RESPONSIBILITIES OF CONSULTANT</u>

A) Consultant shall complete the services outlined in the scope of work shown in Attachment A.

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

2. <u>RESPONSIBILITIES OF SRTA</u>

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 any relevant regional/local plans, and other input in a timely manner. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by SRTA or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the scope of work.

3. COMPENSATION

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed $189,956.43 for the services described in both Attachments A and B.

4. BILLING AND PAYMENT

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

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

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

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

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

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

Consultant, and its subcontractors, shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, consultants/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and also provide support for reimbursement payment vouchers or invoices.

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

5. <u>TERM OF AGREEMENT AND SCHEDULE</u>

This Agreement shall commence on the date of SRTA board of directors, or executive director, signing and shall terminate upon completion of the services described in section 1 and Attachment A, or on August 30, 2025, whichever is earlier, unless this Agreement is terminated under the provisions of Section 6. of this Agreement. If the project scope is not complete by the termination date, the Agreement may be extended for a specific period without any change in compensation to the Consultant by a written agreement between the Consultant and the executive director.

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

Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for

Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities, or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing. The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a such a delay, Consultant shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Consultant for any increase in the time or costs necessary to perform the services under this Agreement.

6. <u>TERMINATION OF AGREEMENT</u>

A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.

B) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then SRTA shall have the right to terminate this Agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. The Consultant shall retain the contract project manager as specified within this Agreement. If the project manager is revised, SRTA shall require notice within seven days of the change. SRTA retains the right to terminate the contract if the project manager change is not acceptable to SRTA.

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

C) Immediate Termination – SRTA may terminate this Agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this Agreement.

D) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this Agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.

E) SRTA's right to terminate this Agreement may be exercised by the Executive Director, or his/her designee.

F) Disposition of, Title to and Payment for Work upon Expiration or Termination –

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

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

7. ENTIRE AGREEMENT; AMENDMENTS

A) This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the executive director. If the proposed minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this Agreement.

C) The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

9. EMPLOYMENT STATUS OF CONSULTANT

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

10. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and authorized agents against third party 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 to the extent caused 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 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, and authorized agents, from and against third party claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, to the extent caused by Consultant's negligent acts, omissions, or willful misconduct in the performance of the professional services provided under this Agreement.

11. INSURANCE COVERAGE

A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.

B) Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million per claim and in the aggregate.

D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this Agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

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

(1) Any deductible or self-insured retention shall be the sole responsibility of Consultant.

(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, and authorized agents, as an additional insured* and provides that coverage *shall not be materially 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) Not used.

12. <u>NOTICE OF CLAIM/APPLICABLE LAW/VENUE</u>

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.

<u>FEDERAL CERTIFICATIONS AND ASSURANCES</u>

A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

(2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.

(3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

(4) Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(5) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(6) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(7) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:

(1) Authority of Applicant and its Representatives;

(2) Standard Assurances;

(3) Intergovernmental Review Assurance;

(4) Nondiscrimination Assurance;

(5) Suspension and Debarment Certification;

(6) U.S. OMB Assurances in SF-424B and SF-424D.

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A) It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

B) The Consultant, its employees, and its sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SRTA may deem appropriate.

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

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

Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(4) Establishing delivery schedules, where the project requirements permit, that encourage participation by small and minority business, and women's business enterprises;

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

D) The Consultant shall, as required by 49 CFR part 26, include the language in Attachment C into all contracts funded in whole or in part with funds authorized in this Agreement.

14. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A) In the performance of work undertaken pursuant to this Agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or

(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.

E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

15. COMPLIANCE WITH LAWS

A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement.

B) Consultant agrees to adhere to the Buy America regulations which apply to federally- assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

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

C) When using federal funds, Consultant will, for any contract of over $30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed $100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.

(1) By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the

Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

(3) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and more than $100,000 for each such failure.

D) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

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

E) Consultant is required to acknowledge the mandatory standards and policies related to every efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).

F) Consultant acknowledges that it will not enter into contracts for over $25,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that neither itself, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).

H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.

I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

J) Consultant shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

K) Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

L) SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

M) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

16. ACCESS TO RECORDS/RETENTION

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

17. 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.

18. 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.

19. 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.

20. NOTICES

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

If to SRTA:	Shasta Regional Transportation Agency Attn: Sean Tiedgen, AICP, Executive Director 1255 East Street, Suite 202 Redding, CA 96001 srta@srta.ca.gov
If to Consultant:	AECOM Technical Services, Inc. Attn: Daniel Krause, Sr. Transportation Planning Mgr. 300 Lakeside Dr, Ste 400 Oakland, CA, 94612 daniel.krause@aecom.com

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

21. 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.

22. 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 the foregoing, Consultant shall bear no liability or responsibility for work product that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

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

23. SEVERABILITY

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

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

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: ___________________

____
Sean Tiedgen, AICP, Executive Director

AECOM TECHNICAL SERVICES, INC.

Date: ___________________

By: ___________________________________
Principal/President

Tax I.D.#: ______________________________

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

____

Attachment A
SCOPE OF WORK

Consultant Project Manager: Daniel Krause

Scope of Work follows beginning on the next page

Attachment A: Scope of Work for North State Intercity Bus to Rail Plan

Consultant Project Manager: Daniel Krause

Task 1: Data Collection

1.1 Gather data on existing and planned rail and bus routes in Shasta County. Contact local transportation authorities for detailed information.

1.2 Collect demographic and travel data to understand the effects of the existing services that may affect linking Shasta with other rail hubs.

1.3 Review existing regional and state plans including the California Transportation Plan, State Rail Plan, Climate Action Plan for Transportation Infrastructure (CAPTI), Regional Transportation Plans, or other regional rail or intercity public transit plans.

1.4 Review current and future legislation that influences intercity bus and rail transportation, including any legislative challenges or barriers to new services.

Approach to the task scope of work:
To help define the complete picture of existing and future transit service in Shasta County—including both local/regional service in the county and intercity service—the Consultant will compile readily available data from the following sources:

- System maps, timetables, and short-range transit plans from the websites of the SRTA and local transit providers such as the Redding Area Bus Authority, Shasta Connect and other regional bus services that currently serve or plan to serve Shasta County.
- SRTA's intercity bus studies and documentation related to the proposed Salmon Runner and Valley Feeder services.
- Other regional rail or intercity public transit plans within Shast County (up to an additional 5 plans).
- 2023 California State Rail Plan

The Consultant will research demographic and travel data from the following sources:

- U.S. Census Bureau population estimates
- California Department of Transportation (Caltrans) highway average daily traffic (ADT) counts

AECOM will combine this information with our extensive knowledge of existing and future rail service in the larger Northern California Megaregion and research legislative changes that will affect future transit service, such as zero-emission requirements. This data collection effort may also be supplemented with brief interviews with SRTA staff and local transit providers to identify key areas of concern for future transit service.

Deliverables: Technical memo summarizing findings

Task 2: Stakeholder Engagement

2.1 Identify key stakeholders, including local government officials, transportation agencies, community organizations, businesses, and residents, to gather input and build support for the project.

2.2 Organize meetings, focus groups, and online surveys to gather input.

2.3 Establish advisory committee(s) with representatives from various stakeholder groups.

Approach to the task scope of work:
Stakeholder Identification, Database, and Convening of two Advisory Committee Meetings):
In collaboration with the SRTA and AECOM, AIM Consulting (AIM) will develop a stakeholder criteria matrix to ensure the appropriate and necessary perspectives are involved in the plan development process. These stakeholders will include, but are not limited to, the following viewpoints: local government officials, transportation agencies, businesses, tourism, and community organizations who serve the historically under-represented community members (low-income, communities of color, veterans, youth, and aging communities) without access to job and educational opportunities, medical care and quality of life experiences.

AIM will create and maintain a stakeholder database that will identify all interested parties (local, regional, and statewide) throughout the plan development process. The database will include contact information, affiliations, role in plan development, and points of engagement. This database will not only be useful for tracking and maintaining contact during plan development but can be used for future efforts in developing a North State Intercity Bus to Rail Plan.

AIM's professional facilitators will work with the SRTA and AECOM to develop an approach for engaging a North State Intercity Bus to Rail Plan Advisory Committee. Facilitation plans/agenda for each advisory committee meeting will be developed. Given the short timeline of the project 2 advisory committee meeting will be conducted. Each meeting will be virtual with a duration of 1.5 hours. AECOM will provide up to 4 staff members at each of these meetings.

AIM's team will handle the logistics for each advisory meeting including invitations, stakeholder follow-up, and establishing the virtual setup (either Microsoft Teams or Zoom).

AIM will work with the SRTA and AECOM to engage the key stakeholder representatives and the community at large to gather input and build support for the project.

Community Engagement (1 online community questionnaire and 1 virtual community workshop): To build awareness and support for the plan, AIM will engage the communities in the Shasta region by hosting one online community questionnaire and one virtual community workshop. The online questionnaire will occur near the early phase of plan development and is intended to build awareness about the plan as well as gather input on the transportation needs of the community. The virtual community workshop will be hosted once the draft plan is complete to allow community members to understand the key components of the plan and to provide input to the team before developing the final plan. All input will be documented, and an overall summary of input will be developed to be included in the North State Intercity Bus to Rail Plan.

Deliverables: Meeting agendas and notes, stakeholder list, and technical memo summarizing input from the Advisory Committee Meetings, Community Workshop, and Community Questionnaire. Note: AIM will produce deliverables and AECOM will review.

Task 3: Identify Potential Rail Hubs

3.1 Research potential rail hubs that could be connected to Shasta County. Consider hubs in neighboring counties or states that would provide valuable connections.

3.2 Evaluate the proximity of these hubs to Shasta County and their current connectivity to other major cities.

3.3 Conduct surveys or gather data to understand the demand for transportation services between Shasta County and the identified hubs. Identify the target demographic and their travel patterns.

3.4 Evaluate the potential economic impact of improved rail or bus connections. Consider factors such as job creation, increased tourism, and business development.

Approach to the task scope of work:
Drawing from the data collected in Task 1, AECOM will identify up to five potential rail hubs as candidates for potential transit connections to/from Shasta County. The data collected in Task 1 will be used to help identify the strongest potential hubs in terms of expected ridership demand and market capture, as well as ongoing connections to major metropolitan areas and other key destinations within California and in nearby portions of neighboring states.

Conceptually, there appear to be various potential hubs, where travelers from Shasta County can transfer with existing and future intercity rail options. They include Chico and Sacramento to the south, and Eugene and Portland to the north. For Sacramento, in particular, there are multiple options for potential hubs, including the existing Amtrak station (Sacramento Valley Station) and future planned stations in Natomas and Midtown Sacramento. There is also the potential of connecting east to Reno which might be faster than going to Sacramento for those destined to the east. Connections to destinations to other areas in the North State and over to Eureka will also be considered.

This high-level screening process will look at key indicators—such as the Census population estimates and Caltrans ADT counts identified in Task 1—to quickly and efficiently narrow down potential hub locations. This effort will be supplemented by a planning-level travel time analysis using Google Maps distance and travel time estimates for private automobiles and estimates of average bus and train speeds to help characterize the potential level of demand, the target demographic/market, and expected travel patterns. Additional data will also be gathered to help understand the level of demand for transportation services between Shasta County and the potential rail hubs, potentially including one or more of the following:

- Ridership data for Amtrak Thruway buses and local / regional transit operators
- Airport passenger volume and geographical distribution (e.g., outbound origin and inbound destination)
- Population forecasts by county
- U.S. Census data (e.g., demographics, employment)
- Rider survey data of existing transportation services (where it exists).

The potential economic impact of improved transit connections at each of the rail hubs—including effects such as job creation, increased tourism, and business development—will be evaluated using a combination of qualitative and quantitative approaches. Specific factors to be considered in this evaluation will include the proximity (and/or travel time) to airports, key tourist destinations, and major metropolitan areas, as well as the quality of those connections (e.g., one-seat ride vs. required transfer). Potential considerations in quantifying economic impacts could include average spending per visitor or resident and the effects of transit-oriented development on neighborhood investment.

Deliverables: Technical memo summarizing findings.

Task 4: Assess the Feasibility of Rail Connections

4.1 Determine the feasibility of establishing rail connections to these hubs. Consider factors such as existing and planned rail infrastructure, potential right-of-way issues, and environmental impact. Identify potential barriers to establishing rail hubs or increased services.

4.2 Estimate the cost of establishing new rail connections or improving existing ones*.

Approach to the task scope of work:
Drawing from our experience working closely with host railroads such as UP and BNSF on multiple passenger rail extensions and expansions, the Consultant team will assess the feasibility of rail connections to each of the selected potential rail hubs. This effort will be supported by a variety of additional resources, including estimates of existing and future levels of freight train activity from the California State Rail Plan and our intimate knowledge of host railroad design standards and requirements.

Our engineering and environmental leads will conduct quick, high-level screenings of potential rail connections to identify potentially significant engineering issues (e.g., lack of available right-of-way), potential major environmental risks (e.g., hazardous waste remediation), and potentially major environmental impacts (e.g., impacts to wildlife and natural resources). While the analysis will primarily focus on existing active or disused rail alignments, the potential for new rail alignments will also be evaluated, if deemed appropriate on a case-by-case basis. Up to two rail connection options will be assessed for each potential rail hub.

Rough order-of-magnitude (ROM) estimates of capital costs and operations and maintenance (O&M) costs for new rail connections or improvement of existing ones will be developed using average unit costs from similar projects or rail services. The Consultant's engineering team has prepared similar capital and O&M cost estimates to support Altamont Corridor Express (ACE) and San Joaquins service expansions, and it has worked closely with the current O&M cost models used for both services.

Deliverables: Technical memo summarizing findings, including cost estimates.

*****Disclaimer:** Analysis of estimated costs will be conceptual and preliminary in nature and are good faith judgments based on its experience with similar projects. Several iterations and refinement in further phases will be needed before a formal decision is made to initiate operations. Any cost estimates herein are not investment grade.*

Task 5: Analyze Bus Options

5.1 Determine the feasibility of establishing new bus connections to these hubs. Consider factors such as existing and planned bus routes connecting Shasta County to other hubs. Assess their frequency, reliability, and capacity.

5.2 Estimate the cost of establishing new bus connections or improving existing ones**.

Approach to the task scope of work:
Based on the information on future bus service collected in Task 1, the Consultant team will assess the feasibility of bus connections to each of the selected potential rail hubs. In addition to all-new bus service, the analysis will consider options to integrate the connection into an already-planned future service (e.g., route extension or modification). Up to two bus connection options will be assessed for each potential rail hub.

Potential issues with respect to the frequency, reliability, and capacity of the connections—such as the number and type of vehicles needed—will be evaluated at a high-level. The evaluation will be informed by data on existing bus services (e.g., Thruway bus ridership and on-time performance), if readily available.

ROM estimates of capital costs and O&M costs for new bus connections or improvement of existing ones will be developed using average unit costs from similar projects or bus services.

Deliverables: Technical memo summarizing findings, including cost estimates.

****Disclaimer:** Analysis of estimated costs will be conceptual and preliminary in nature and are good faith judgments based on its experience with similar projects. Several iterations and refinement in further phases will be needed before a formal decision is made to initiate operations. Any cost estimates herein are not investment grade.*

Task 6: Develop Recommendations

6.1 Compare the cost, time, and convenience of bus options with potential rail options.

6.2 Conduct a thorough cost-benefit analysis for both rail and bus options. Compare the initial capital costs, operating costs, and potential revenue streams***.

6.3 Assess the environmental impact of different options. Consider factors such as emissions, land use, and sustainability.

6.4 Based on the analysis, provide recommendations for the best transportation options to connect Shasta County with other rail hubs. Consider factors such as cost-effectiveness, demand, and potential benefits.

Approach to the task scope of work:
Based on the analysis in Tasks 4 and 5, the Consultant team will compare the rail and bus options to identify the best-performing options for connecting Shasta County with one or more of the potential rail hubs.

This task will include three specific exercises:

- Comparison of cost and time (quantitative comparison) and convenience (qualitative comparison) between rail and bus options.
- Comparison of cost vs. benefit for rail and bus options. This will include a general discussion of potential revenue streams, supported by data on typical farebox recovery ratios and O&M funding schemes. To facilitate comparison, benefits will be broken down into up to 5 categories, which may include ridership, emissions, time savings, or other categories.
- Qualitative comparison of environmental impacts, including discussion of factors such as emissions, land use, and sustainability. For rail options, this comparison will also include the potentially major environmental impacts identified in the screening analysis in Task 4.

Qualitative comparisons **discussed above related to convenience and environmental impacts** will be based on a ranking or similar system (e.g., “very good”, “good”, “moderate”, “poor”, etc.), which allows for a quick, high-level understanding of the general performance of each option without the requisite work effort of more detailed, quantitative comparisons, which would likely necessitate ridership forecasting and other time- and budget-intensive technical work. Qualitative comparisons will be supplemented with a discussion of high-level qualitative metrics to help understand the relative performance of options.

This may include approaches such as defining qualitative ranking categories (i.e., "very good", etc.) in terms of a typical range of numerical values within a quantifiable metric—for example, "between *x* and *y* annual tons of carbon dioxide equivalent (CO2e)" for emissions.

In identifying specific options for recommendation, the Consultant will also consider the feasibility for phased implementation, starting with a bus option in the short- and mid-term and then transitioning to a rail option in the long-term as ridership builds.

Deliverables: Technical memo summarizing findings.

******Disclaimer:*** *Analysis of estimated costs and potential revenue streams will be conceptual and preliminary in nature and are good faith judgments based on its experience with similar projects. Several iterations and refinement in further phases will be needed before a formal decision is made to initiate operations. Any cost and revenue estimates herein are not investment grade.*

Task 7: Regional Governance Structure

7.1. Explore various governance structures for managing and operating the transportation service. Options may include: Utilization or collaboration with existing transportation agencies, public-private partnerships, creation of a regional transportation authority, and/or governance models from similar projects in other regions.

7.2. Evaluate the advantages and disadvantages of each option in terms of funding, decision-making, and accountability.

Approach to the task scope of work:

The Consultant team will research and summarize potential options for the governance structure for the new service, drawing from relevant precedents and our experience working on implementation of new transit services for a variety of clients, including existing transit agencies, new transit authorities, and other types of clients. Concepts for governance structures can include, among others, a regional transit authority like Sacramento Regional Transit or a Joint Powers Authority like SCRRA and SJRRC. Enabling legislation of each structure will be cited.

As projects bus and rail projects are identified, there are several multi-county examples in California that could provide a good governance models. A common approach is a Joint Powers Authority (JPA) with one party serving as the managing agency. Examples include ACE (3-county JPA managed by SJRRC); the Capitol Corridor JPA (8-county JPA managed by BART), and the Peninsula Corridor Joint Powers Board (3-county JPA managed by Caltrain).

An alternative approach is a multi-agency policy board (e.g., LOSSAN in Southern California) with funding agreements to supplement Amtrak service.

There are important lessons that can be learned from these structures which have allowed services to evolve and expand over time.

Following a meeting with SRTA staff about potential governance structures, three of the governance structures will be selected for more detailed evaluation and comparison in terms of funding, decision-making, and accountability.

Deliverables: Technical memo summarizing findings.

Task 8: Prepare Draft Report

8.1 The consultant shall utilize previously completed technical memos and findings as the basis for developing a cohesive and comprehensive working draft report. The body of the report shall be concise and written for non-technical audiences. All versions of the report (i.e., working draft and final draft) should include an executive summary. Exhibits, tables, and other infographics shall be used wherever appropriate to convey technical concepts in a more approachable manner.

8.2 Communicate the benefits of the chosen transportation option to the public. Assess community support. Address concerns and gather feedback.

8.3 Present information to SRTA Board of Directors at the October 2024 meeting.

Approach to the task scope of work:
The Consultant team will summarize and distill content from the previously completed technical memos to produce a report that is suited for non-technical audiences. The report will include an executive summary and will rely heavily on tables and graphics to convey more complex technical information.

To allow for a simpler, more collaborative writing and review/editing process with SRTA staff, the Consultant proposes use of the Microsoft Word document format. The report file will be posted on a Consultant-maintained Microsoft Teams site and access will be made available to SRTA staff and other relevant external parties as needed to facilitate review comments and edits.

AIM will support the outreach effort for the draft report, including drafting a notification that the draft plan is ready for public review and contributing content to the executive summary regarding the benefits of the chosen option(s) to the public. AIM will document the comments received from the public in a comment matrix, which summarizes the feedback gathered by SRTA. AIM will also make suggestions on how to address addresses some concerns from the public.

The Consultant team will also be available to assist in presenting information about the draft report to the SRTA Board of Directors, including preparation of PowerPoint slides and attendance at the meeting to present information.

Deliverables: Working draft report, technical memo summarizing public input and support

Task 9: Prepare Final Report

9.1. The consultant shall integrate feedback in response to the draft report into a final draft to be presented to the SRTA Board of Directors for approval at the December 2024 meeting.

Approach to the task scope of work:
The Consultant team will prepare a final report that addresses the feedback received on the draft report. To support outreach for the final adopted plan, the Consultant will also produce a two-page fact sheet (i.e., one page, front and back) explaining the plan and will package content for incorporation into the SRTA website.

AIM Consulting will provide further outreach assistance by developing all materials utilizing a template consistent with the project brand, which can be easily updated, printed, and distributed electronically via social media and placed on the SRTA webpage. Materials include preparation of a press release, fact sheet, social media content, and (as needed) additional material for the SRTA website.

Deliverables: Five (5) bound hardcopies of the final report, in color; final report in PDF/A format and editable electronic format (e.g., Adobe InDesign, Microsoft Word, etc.), Outreach materials explaining the final adopted plan, including a press release, social media content explaining elements of the plan, and material to be incorporated into the SRTA website.

Task 10: Project Administration

The Consultant will host a virtual project kick-off meeting with SRTA to initiate the study. The kick-off meeting will review the finalized project scope of work and project schedule, Project Development Team (PDT) members, protocols for coordinating with partner agencies and roles of key staff. Additionally, procedures for invoicing, progress reporting, communications (both internal and external), quality assurance/quality control (QA/QC), and document management will be reviewed. Following the kick-off meeting, the Consultant will organize, prepare agenda for, and conduct monthly Project Development Team (PDT) meetings. The Consultant will provide summary notes of all study team meetings.

Deliverables: Kick-off meeting agendas and notes; Monthly PDT meeting agendas and notes (up to 10 PDT meetings per the 10-month schedule for the project); Monthly invoices

Overall Disclaimer Related to Deliverables:

AECOM's findings represent its reasonable judgments within the time and budget context of its scope and utilizing the information available to it at the time. Deliverables may include "forward-looking statements." These statements relate to AECOM's expectations, beliefs, intentions, or strategies regarding the future. These statements may be identified by the use of words like "anticipate," "believe," *"estimate," "expect," "intend," "may," "plan," "project," "will," "should," "seek," and similar expressions. All forward-looking statements, recommendations, strategies, and approaches reflect AECOM's views and assumptions with respect to future events and are subject to future economic conditions, and other risks and uncertainties. Actual and future results and trends could differ materially from those set forth in such statements due to various factors. These factors are beyond AECOM's ability to control or predict. Accordingly, AECOM makes no warranty or representation with regard to any recommendations, strategies, and approaches or that any of the projected values or results contained in the deliverables will actually occur or be achieved. Shasta Regional Transportation Agency takes full responsibility for determining whether to use or refrain from using any strategy, approach, or recommendation developed by AECOM and shall have no claim against AECOM with respect thereto.*

Task	Task Title	Calendar Year 2024											
		FY 2023/24						FY 2024/25					
		J	F	M	A	M	J	J	A	S	O	N	D
1	Data Collection												
2	Stakeholder Engagement												
3	Identify Potential Rail Hubs												
4	Assess the Feasibility of Rail Connections												
5	Analyze Bus Options												
6	Develop Recommendations												
7	Regional Governance Structure												
8	Prepare Draft Report												
9	Prepare Final Report												
10	Project Administration												

Attachment B
BUDGET
Consultant Project Manager: Daniel Krause
Maximum Compensation: $189,956.43

The agreed-to budget follows on the next page

7. Cost Proposal

This cost proposal will be in effect for a minimum of 90 days. All activities performed within the proposed scope of work will be performed at a not-to-exceed price, based on the Cost Proposal Table below.

Cost Proposal – Staff Classifications/Titles, Rates, Estimated Hours and Budget

FIRM	CLASSIFICATION / TITLE	NAME	RATE	HOURS	BUDGET
AECOM	Principal-in-Charge	Tyler Sheldon	$ 484.59	1	$ 484.59
	Project Manager	Daniel Krause	$ 302.06	109	$ 32,924.66
	Deputy Project Manager and Rail Planner	Divya Gandhi	$ 144.41	154	$ 22,239.08
	Engineering Advisor	Daniel Hartman	$ 252.85	46	$ 11,631.02
	Planning Lead	Anthony Mangonon	$ 169.77	178	$ 30,218.53
	Rail Planner	Justin Fox	$ 265.59	32	$ 8,498.86
	Bus Planner	Andrew Ittigson	$ 219.58	40	$ 8,783.23
	Bus Planner	Lilia Scott	$ 182.38	12	$ 2,188.60
	Governance Planner	Jim Lightbody	$ 203.06	63	$ 12,792.75
	Cost/Benefit Planner	Lincoln James	$ 250.57	24	$ 6,013.69
	Quality Assurance Lead	Mark Lippert	$ 188.07	20	$ 3,761.31
	Project Controller	Dustin Siruno	$ 181.61	40	$ 7,264.29
	GIS	Alex Remar	$ 182.38	17	$ 2,655.82
AIM Consulting	Stakeholder Engagement Lead	Gladys Cornell	$ 212.90	61	$12,986.90
	Engagement Project Manager	Katie DeMaio	$ 129.96	32	$4,158.72
	Graphic Designer	Darlene Tran	$ 168.08	28	$4,706.24
	Project Coordinator	TBD	$ 96.43	81	$7,810.83
	Project Administrator	Felix Molina	$ 85.34	83	$7,083.22

Cost Proposal – Total Cost and Cost by Task

TASK	AECOM BUDGET	AIM CONSULTING BUDGET*	TOTAL BUDGET
1 Data Collection	$ 18,625.01	—	$ 18,625.01
2 Stakeholder Engagement	$ 2,774.55	$ 27,769.01	$ 30,543.56
3 Identify Potential Rail Hubs	$ 15,404.29	—	$ 15,404.29
4 Assess the Feasibility of Rail Connections	$ 15,763.43	—	$ 15,763.43
5 Analyze Bus Options	$ 18,405.73	—	$ 18,405.73
6 Develop Recommendations	$ 22,166.44	—	$ 22,166.44
7 Regional Governance Structure	$ 13,747.72	—	$ 13,747.72
8 Prepare Draft Report	$ 15,705.20	—	$ 15,705.20
9 Prepare Final Report	$ 7,297.58	$ 4,411.96	$ 11,709.54
10 Project Management	$ 19,566.49	$ 4,564.94	$ 24,131.43
Subtotal	$ 149,456,43	$ 36,745.91	$ 186,202.34
ODCs	$ 2,500.00	$ 1,254.09	$ 3,754.09
Total Project	$ 151,956.43	$ 38,000.00	$ 189,956.43

**AIM Consulting's total budget = $38,000, which is 20% of cost proposal.*

Attachment C

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal Consolidated Planning Grant (CPG) funds.

- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.

- Completion of the FTA DBE Uniform Report form twice a year: April 1^{st} and October 1^{st}. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.

- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.

- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.

- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:

    - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

- **Prompt Progress Payment to Subcontractors—**A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

    1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

    2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code.

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

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