

REQUEST FOR PROPOSALS

2023 Shasta Coordinated Transportation Plan

SRTA Solicitation Number: S-00019

Issued:	March 21, 2023
Contract Capacity:	Estimated budget of \$162,995
Performance Period:	Project to be completed by April 28, 2024
Payment Method:	Cost reimbursement.
Submissions Due:	3:00 p.m. PDT/PST on April 11, 2023
Contact Person:	Kimiko Taguchi, Associate Transportation Planner

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

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



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Procurement Summary

SRTA seeks proposals from qualified consultants to prepare an update to the *2017 Shasta Region Coordinated Transportation Plan*, pursuant to state and federal law for:

1. SRTA's obligation to plan for coordination and consolidation of transportation services under California's AB 120¹;
2. Eligibility for grant programs including Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities; and
3. Regional needs.

The objectives of the *2023 Shasta Coordinated Transportation Plan* are to:

- Improve transportation services for vulnerable populations including individuals with disabilities, seniors, and individuals with limited incomes;
- Maximize the region's collective transportation service coverage by minimizing duplication of services;
- Consider new service concepts from SRTA's Long Range Transit Plan;
- Incorporate activities offered under other programs sponsored by federal, state, and local agencies to strengthen their impacts; and
- Utilize extensive public participation and stakeholder outreach to develop a list of eligible projects through a process that includes participation by seniors; individuals with disabilities; representatives of public, private, and nonprofit transportation and human service providers; and other members of the public.

The estimated contract award budget is \$162,995. Work on the project is expected to be complete by April 28, 2024.

¹ [Assembly Bill No. 120](#)

About the Shasta Regional Transportation Agency (SRTA)

2023 SRTA Board of Directors

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

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

About the Shasta Region

Shasta County is located at the geographic center and transportation crossroads of California's North State. The nearest large city is Sacramento, 150 miles to the south on the Interstate 5 corridor, while the Oregon state line lies 100 miles due north. The county occupies the northern part of the Sacramento Valley and includes southern portions of the Cascade Mountains. The county has an area of 3,785 square miles. Shasta County has an urbanized area which contains the cities of Anderson, Redding, and Shasta Lake. The county is home to approximately 182,000 residents, about 80% of which live in the south-central urbanized area along I-5. Redding is the county seat and the region's primary socio-economic center.

The region is largely rural in character and geographically separated from other California metropolitan regions. Its population is one of the most dispersed in the state, having just 48 persons per square mile compared to the statewide average of 253.

Along with the primary I-5 corridor, state highways in the county include State Routes (SRs) 36, 44, 89, 151, 273 and 299.

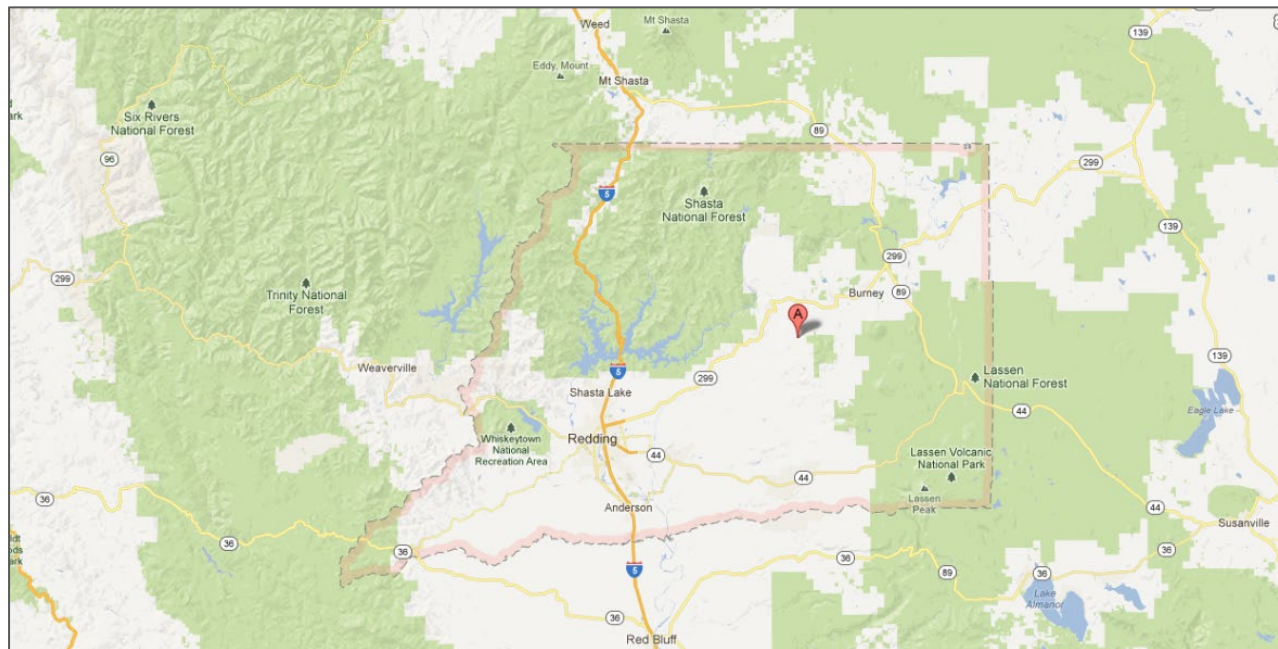
Agency Partners

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

Geographic elevations range from 425 feet on the valley floor to over 10,000 feet in Lassen Volcanic National Park. The region is surrounded by mountains to the west, north, and east. The Sacramento River flows through the center of the county and down the Sacramento Valley to the south. These attributes have contributed to the region's establishment as a center for recreation and tourism.

Figure 1 shows the topography and state highway/interstate layout of Shasta County.

Figure 1 – General Map of the Shasta Region



Project Background

Federal transit law requires that projects selected for funding under Federal Transit Administration's Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities (FTA Section 5310) Program be included in a locally developed, coordinated public transit-human services transportation plan. Generally known as the "Coordinated Plan", the purpose of the plan is to: 1) identify transportation needs of individuals with disabilities, older adults, and people with low incomes, 2) provide strategies for meeting those identified needs, and 3) prioritize transportation services for funding and implementation. Coordinated plans must be developed and approved through a process that includes participation by seniors, individuals with disabilities, representatives of public, private and nonprofit transportation and human service transportation providers, and other members of the public.

In 2017, SRTA prepared the [2017 Shasta Coordinated Transportation Plan](#), meeting the federal requirements for the development of a coordinated public transit-human services transportation plan. The 2017 plan was developed with guidance from the Social Services Transportation

Advisory Council (SSTAC) and included consultation with primary transportation service and human service providers in the Shasta region.

For purposes of state-required coordination under AB120, Dignity Health Connected Living (DHCL) provides Consolidated Transportation Services Agency (CTSA) transit services in the region but has declined coordinating transit activities in the region. SRTA has assumed that coordination role until an appropriate entity is identified.

One of SRTA's coordination efforts is the periodic update of the [Need-A-Ride? Brochure](#), an overview of transportation services in the Shasta County region. SRTA is in the process of updating the brochure in the Spring of 2023.

About Your Proposal

Project Scope of Work

SRTA is seeking a qualified consultant to prepare the *2023 Shasta Region Coordinated Transportation Plan*, pursuant to state and federal law for:

1. SRTA's obligation to plan for coordination and consolidation of transportation services under California's AB 120;
2. Eligibility to grant programs including FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities; and
3. Regional needs.

At a minimum, submitted proposals must include the scope of work tasks outlined in Attachment A. SRTA welcomes additional suggestions and innovative approaches to help achieve project goals.

Project Schedule/Timeline

TASK #1 MAY 2023

May 10, 2023	SRTA Kick-off Meeting
May 10 - 26, 2023	Project Management Plan, Schedule of Project Meetings
Ongoing	Progress Reports, Monthly Invoices

TASK #2 MAY 2023 - AUGUST 2023

June 29, 2023	Existing Conditions Report
June 29, 2023	Draft Transportation Service Agency Survey for SRTA approval
July 7, 2023	Final Transportation Service Agency Survey
August 16, 2023	Survey responses, summary of survey data

TASK #3 JULY 2023

July 31, 2023	2017 Plan Progress Report to SRTA staff
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TASK #4 JUNE 2023 – JANUARY 2024

June 2023	Stakeholder Workshop #1 at special SSTAC meeting
August 16, 2023	Stakeholder interviews Interview responses, summary of interview data Transportation Service Agency Workshop
September 2023	Stakeholder Workshop #2 at SSTAC meeting
January 2024	Stakeholder Workshop #3 at special SSTAC meeting

TASK #5 MAY 2023 – AUGUST 2023

August 16, 2023	Transportation Needs Summary Draft Strategy Development Draft Prioritized Projects List Draft Implementation Plan
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TASK #6 AUGUST 2023 - DECEMBER 2023

September 1, 2023	Presentation materials to SRTA staff
Mid-September, 2023	Present Draft at SSTAC
October 12, 2023	Presentation materials to SRTA staff
October 26, 2023	Present Draft at SRTA BOD

TASK #7 JANUARY 2024 – FEBRUARY 2024

Early March 2024	Presentation materials to SRTA staff
Mid-March 2024	Present Final at SSTAC
Early April 2024	Presentation materials to SRTA staff
April 2024	Present Final at SRTA BOD

Proposal Contents

Written proposals shall not exceed 35 pages (excluding attachments). At a minimum, the following information should be included and clearly labeled:

1. Transmittal letter--signed by an officer who may contractually bind the business, with a description of the firm containing the firm name, firm address, firm's status as a DBE or non-DBE, age of the firm, NAICS code, and annual gross receipts (may be a range). The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work will be performed at a not-to-exceed price.
2. Statement of understanding of the scope of work that illustrates the consultant's familiarity with regional transportation planning, state and regional goals, and transit operations in non-urban areas.

3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). This includes sub-consultants proposed for use.
4. Representative list of similar projects completed within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work identifying milestones and deliverables.
6. Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses.
7. How the respondent heard of the procurement.

Pre-Proposal Conference

A pre-proposal conference will be held via Zoom on March 28, 2023. Please indicate your interest in the pre-proposal conference to the contact person via email. The conference will be recorded and may be posted to the SRTA website afterwards. By attending the conference, you are consenting to being recorded. Questions asked during the conference may be responded to during the conference or via written collective response on the SRTA website by the deadline below.

Addenda and Questions About This RFP

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

Questions may be submitted via email to srta@srta.ca.gov in advance of the pre-proposal conference to be addressed by SRTA staff during the meeting. After the pre-proposal conference, questions will continue to be taken via email from prospective vendors until 3:00 p.m. on April 11, 2023. All responses to questions will be posted on the [SRTA website](#) no later than April 4, 2023.

Procurement Schedule

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

Table 1 – Procurement Schedule

Tasks	Deadline
Release RFP	March 21, 2023
Interested Vendor Questions Due	3:00 p.m. PDT, March 31, 2023
Pre-Proposal Conference	1:00 p.m. PDT, March 28, 2023
SRTA Response to Vendor Questions	No later than April 4, 2023
Vendor Proposals Due	3:00 p.m., PDT, April 11, 2023 (no postmarks accepted)
Evaluation and Ranking of Proposals	April 11 – 17, 2023
Interviews (if necessary)	April 11 – 17, 2023
Consultant-SRTA contract negotiation, including budget and scope of work	April 11 – 24, 2023
SRTA Board of Directors Approval	April 27, 2023
Contract Start	May 1, 2023

Proposal Submittal

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

Shasta Regional Transportation Agency
Kimiko Taguchi, Associate Transportation Planner
1255 East Street, Suite 202
Redding, CA 96001
srta@srta.ca.gov

Proposal submittals must be received at the SRTA office before 3:00 p.m. PST/PDT on April 11, 2023. No proposals will be accepted after this time. **Postmarks are not acceptable.** Proposal receipt will be acknowledged by email.

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

Proposal Evaluation

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

Table 2 – Proposal Scoring Criteria

Criteria	Maximum Possible Points
Thoroughness of proposal at addressing the project's scope of work and the project's overarching objectives	20
Qualifications and similar experience of the consulting firm and project team, including sub-consultants.	20
Cost and value of services to be provided	20
Examples of well-developed ideas to meet project objectives	10
Ability to conduct extensive outreach for future grant applications	10
Ability of consultant to conduct the necessary effective outreach public outreach component of the project	5
DBE participation level	5
Total	100

In circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview where they may give a brief presentation of no more than 15 minutes followed by up to 15 minutes of Q&A. SRTA will evaluate the interview using the criteria presented below in Table 3, and the interview score will then be added to the proposal score above to determine the final ranking. The evaluation panel will then make a recommendation based upon the final cumulative ranking in consultation with the executive director, which will go to the board of directors for approval.

Table 3 – Interview Scoring Criteria (if conducted)

Criteria	Maximum Possible Points
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Quality of consultant's presentation (content and visuals)	20
Quality of responses to interview questions	20
Qualifications and experience of the consultant team	10
Total	50

Contract Amount and Award

The anticipated start date is May 1, 2023 with a April 28, 2024 contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. The total amount budgeted within the Overall Work Plan for this effort is \$162,995.

Barring any delays (i.e., the need for a budget amendment, extension of the RFP response date, etc.), the SRTA Executive Director will schedule the proposed technical services agreement for consideration by the SRTA Board of Directors on April 27, 2023. The agreement is not in force until approved by the SRTA Board of Directors and written authorization to proceed is provided to the selected consultant.

Options

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

Additional Information and Terms

Standard Consulting Agreement

SRTA's standard Technical Services Agreement (TSA) will be used for the agreement between SRTA and the selected consultant. SRTA's TSA template is provided by separate attachment (Attachment B to the RFP distribution).

Protest Procedure

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

Debriefing

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

Public Records Act

All proposals submitted in response to the RFP will become the exclusive property of SRTA. At such time as a contract is executed, all bids and proposals related to that contract become a

matter of public record and will be regarded as public records and subject to the Public Records Act (Gov. Code Section 6254 et. seq.).

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

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

Modification or Withdrawal of Proposal

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

RFP Addendum or Addenda

Any changes to the RFP will be made by written addenda issued by SRTA and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant’s responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will SRTA modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation

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

Special Funding Considerations

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

DBE Requirement

SRTA has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. For this procurement, SRTA has a disadvantaged business enterprise (DBE) goal of 22.2%. SRTA encourages respondents to make a good faith effort to try to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action

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

ATTACHMENT A SCOPE OF WORK

Purpose Statement

SRTA is seeking a qualified consultant to prepare an update to the 2017 Shasta Region Coordinated Transportation Plan, pursuant to state and federal law for:

1. SRTA's obligation to plan for coordination and consolidation of transportation services under California's AB 120;
2. Eligibility to grant programs including FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities; and
3. Regional needs.

The objectives of the 2023 Shasta Coordinated Transportation Plan are to:

- Improve transportation services for vulnerable populations including individuals with disabilities, seniors, and individuals with limited incomes;
- Maximize the region's collective transportation service coverage by minimizing duplication of services;
- Incorporate activities offered under other programs sponsored by federal, state, and local agencies to strengthen their impacts; and
- Utilize extensive public participation and stakeholder outreach to develop a list of eligible FTA 5310 projects through a process that includes participation by seniors; individuals with disabilities; representatives of public, private, and nonprofit transportation and human service providers; and other members of the public.

Task #1 Project Management

A kick-off meeting with SRTA and the selected consultant will be held at the commencement of the project to establish communication protocols, provide direction on roles and responsibilities, and provide input on regional background information. SRTA staff will also provide updates on coordinated transportation developments to-date, including the upcoming 2023 RABA Short-Range Transit Plan and the existing consolidated transportation services agency (CTSA) service agreement with Dignity Health Connected Living (DHCL).

Following the kick-off meeting, the consultant is to prepare a:

- Project Management Plan to define the roles of the project manager and other project team members; and
- Schedule of project meetings with regular bi-weekly check-in meetings for consultant staff and SRTA staff.

Throughout the development of this plan, the consultant is to regularly provide:

- Progress reports that summarize task progress and deliverables; and
- Monthly invoices.

Task #1 Deliverables

1. Attendance to SRTA kick-off meeting
2. Project Management Plan
3. Schedule of project meetings
4. Progress reports that summarize task progress and deliverables
5. Monthly invoices

Task #2 Existing Conditions

The consultant will be responsible for reviewing, identifying, and collecting information/data needed for analysis and completion of the plan. This includes, but is not limited to:

- Reviewing relevant documents and data such as:
 - 2020 US Census Bureau Data
 - [SRTA Zero-Emission Fleet Transition Rollout Plan \(in progress\)](#)
 - [2023/24 Transit Needs Assessment \(draft\)](#)
 - [2022/23 Transit Needs Assessment](#)
 - [2022 RABA Transit Asset Management Plan](#)
 - [2021 SRTA Long Range Transit Plan](#)
 - [2019 ShastaConnect Sunday On-Demand Transit Service Demonstration Project Business Plan](#)
 - [2018 North State Intercity Bus System Business Plan](#)
 - [2017 Shasta Coordinated Transportation Plan](#)
 - [2014 RABA Short-Range Transit Plan \(updated plan is in development by RABA\)](#)
 - [Fiscal and Triennial Performance Audits](#)
- Developing and distributing a Transportation Service Agency Survey to public, private, and nonprofit transportation service agencies in the Shasta Region for the purpose of collecting data and summarizing:
 - Rider characteristics and needs;
 - Operating statistics;
 - Vehicle inventory;
 - Trip costs;
 - Ways to enhance coordination and collaboration; and
 - Other service provision details relevant to meeting the three objectives of this plan.

Task #2 Deliverables

1. Existing Conditions Report with visual aids including maps, charts, and tables to broadly summarize demographic data and survey collected
2. Draft Transportation Service Agency Survey for SRTA approval
3. Final Transportation Service Agency Survey

4. Survey responses
5. Summary report of survey data collected

Task #3 Evaluation of Former Plan Recommendations

The consultant will work with SRTA to evaluate projects and recommendations listed in the 2017 Shasta Region Coordinated Transportation Plan for the purpose

With input from SRTA, the consultant will develop a 2017 Shasta Region Coordinated Transportation Plan Progress Report to evaluate former projects and former recommendations. Former projects and recommendations should be ranked by the following:

- Completed;
- Should remain in the updated plan as is;
- Should remain in updated plan with modifications; and
- Should be removed from the updated plan entirely.

Task #3 Deliverables

1. 2017 Shasta Region Coordinated Transportation Plan Progress Report

Task #4 Public Outreach

The consultant is to conduct a minimum of six stakeholder interviews (i.e., SSTAC, RABA, CTSA, Shasta County, VA Clinic, etc.) to collect feedback on service issues, shortfalls, and the needs of disadvantaged communities, the general public, SSTAC, and other groups who may utilize public transit in the Shasta Region. Following stakeholder interviews, the consultant is to lead a Transportation Service Agency Project Development Workshop with RABA, DHCL, and other regional transportation providers to collect feedback, review results, and exchange further comments and ideas. SRTA will provide a list of suggested stakeholders and regional transportation providers for this task.

Task #4 Deliverables

1. Minimum of seven (7) Stakeholder Interviews
 - a. Summary of interview responses
 - b. Copies of interview responses
2. Three (3) Stakeholder Workshops
 - a. Workshop #1: Kickoff (approx. June 2023 special SSTAC meeting)
 - i. Draft agenda and presentation for SRTA approval
 - ii. Final presentation
 - iii. Summary of responses and attendee participation
 - iv. Responses
 - b. Workshop #2: Draft Plan (September 2023 SSTAC meeting)

- i. Draft agenda and presentation for SRTA approval
 - ii. Final presentation
 - iii. Summary of responses and attendee participation
 - iv. Responses
- c. Workshop #3: Final Plan (approx. January 2024 special SSTAC meeting)
 - i. Draft agenda and presentation for SRTA approval
 - ii. Final presentation
 - iii. Summary of responses and attendee participation
 - iv. Responses

Task #5 Identify Transportation Needs, Strategies, and Project List

The consultant will:

- Prepare a Transportation Needs Summary, identifying groups and areas that are currently underserved;
- Develop draft strategies involving services, dispatching, procurement, facilities, maintenance, training, and administration to decrease identified transportation needs and avoid duplication of services;
- Develop a Prioritized Projects List; and
- Develop an Implementation Plan that will:
 - o Address GHG emissions reduction funding (cap and trade) programs, in addition to eligible and traditional federal, state, and foundation funding sources for projects, like the FTA 5300 series grants, and TDA funding;
 - o Include prioritized projects/strategies using a low, medium, and high priority classification;
 - o Develop estimated budgets and recommended funding sources for highest priority projects; and
 - o Incorporate generic recommendations to follow for eventual future fleet fuel conversion(s).

Task #5 Deliverables

1. Transportation Needs Summary
2. Draft Strategy Development
3. Draft Prioritized Projects List
4. Draft Implementation Plan

Task #6 Draft Plan

Built on the deliverables from Tasks #2 through #5 and feedback from SRTA staff, the consultant will prepare the Draft 2023 Shasta Regional Coordinated Transportation Plan, pursuant to federal

and state requirements. The draft is to be administratively approved by SRTA staff prior to publicly releasing and presenting it at the SSTAC meeting for public review.

Task #6 Deliverables

1. Draft 2023 Shasta Coordinated Transportation Plan
2. Presentation of draft at September 2023 SSTAC meeting
3. Presentation of draft at October 2023 SRTA Board of Directors Meeting

Task #7 Final Plan

The consultant will present the Final 2023 Shasta Region Coordinated Transportation Plan to the March 2024 SSTAC meeting and April 2024 SRTA BOD meeting.

Task #7 Deliverables

1. Draft presentation for approval by SRTA staff two weeks prior March 2024 SSTAC
2. Draft presentation for approval by SRTA staff two weeks prior to April 2024 SRTA BOD meeting
3. Final presentation materials
4. Twelve (12) bound copies of the Shasta Region Coordinated Transportation Plan
5. Five (5) bound copies of the Shasta Region Coordinated Transportation Plan with at least size 16 font
6. One (1) unbound hard copy of the Shasta Region Coordinated Transportation Plan suitable for reproduction
7. Electronic formats of all project deliverables, in SRTA-compatible formats, including data and support files

ATTACHMENT B
Draft TSA

XXXX-XX

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

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

1. RESPONSIBILITIES OF CONSULTANT

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

2. RESPONSIBILITIES OF SRTA

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

3. COMPENSATION

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

4. BILLING AND PAYMENT

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

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

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

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

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

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

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

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

5. TERM OF AGREEMENT AND SCHEDULE

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

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

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

6. TERMINATION OF AGREEMENT

- A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.
- B) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then SRTA shall have the right to terminate this Agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. The Consultant shall retain the contract project manager as specified within this Agreement. If the project manager is revised, SRTA shall require notice within seven days of the change. SRTA retains the right to terminate the contract if the project manager change is not acceptable to SRTA.

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

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

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

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

7. ENTIRE AGREEMENT; AMENDMENTS

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

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

9. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SRTA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The interest of SRTA is to ensure that services shall be rendered and performed in a competent, efficient, timely and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal

government which would be withheld from compensation if Consultant were an SRTA employee. SRTA shall not be liable for deductions for any amount, for any purpose, from Consultant's compensation. Consultant shall not be eligible for coverage under SRTA workers' compensation insurance plan nor shall Consultant be eligible for any other SRTA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

10. INDEMNIFICATION

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

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

11. INSURANCE COVERAGE

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

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

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

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

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

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

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect

SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

- B) Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. FEDERAL CERTIFICATIONS AND ASSURANCES

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

- B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:
- (1) Authority of Applicant and its Representatives;
 - (2) Standard Assurances;
 - (3) Intergovernmental Review Assurance;
 - (4) Nondiscrimination Assurance;
 - (5) Suspension and Debarment Certification;
 - (6) U.S. OMB Assurances in SF-424B and SF-424D.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

Affirmative steps shall include:

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

15. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

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

to labor organizations with which they have collective bargaining or other labor agreements.

- C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

16. COMPLIANCE WITH LAWS

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

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

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

statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

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

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

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

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

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

- G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).
- H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.
- I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design,

architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

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

17. ACCESS TO RECORDS/RETENTION

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

18. LICENSES AND PERMITS

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

19. PERFORMANCE STANDARDS

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

20. CONFLICT OF INTEREST

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

21. NOTICES

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

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

If to Consultant: [Insert Consultant name here]
Attn: [Insert contact/title here]
[Insert address here]

[Insert city, state and zip code here]
[insert consultant email here]

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

22. CONFIDENTIALITY

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

23. SCOPE AND OWNERSHIP OF WORK

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

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

24. SEVERABILITY

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

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

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: _____

Director]

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

[Insert Consultant Name Here]

Date: _____

By: _____
Principal/President

Tax I.D.#: _____

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

**Attachment A
SCOPE OF WORK**

Attach Scope of Work Here

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

Attachment B

BUDGET

Attach Budget Here

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

Maximum Compensation:

\$///

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

Attachment C

CPG Subrecipient Responsibilities for DBE include:

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

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

- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
 - 1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

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