

BOARD OF DIRECTORS SPECIAL MEETING AND ANNUAL WORKSHOP AGENDA
REDWOOD COAST TRANSIT AUTHORITY



DATE: Monday, March 24, 2025

TIME: 5:30pm

PLACE: RCTA Operations Facility, 140 Williams Drive, Crescent City, CA 96631

A link to view the meeting will be posted on <https://media.co.del-norte.ca.us/> .

1. Call Meeting to Order, Roll Call, Pledge of Allegiance
2. Public Comment
3. Election of Officers
4. Consent Calendar
 - 4a. Approve the Minutes of January 27, 2025
 - 4b. Approve Resolution 2024-25-07 Authorizing RCTA Application to Caltrans for RCTA's FY 2024-25 Allocation of LCTOP Funds and Executive Director to Execute Agreements
5. Approve Release of Request for Proposals to Obtain Design Services for Plans, Specifications, and Estimates for the Williams Drive Charging Stations Project.
6. Approve Release of Request for Proposals to Obtain Services for Project Approvals and Environmental Document Services for the Downtown Transit Center Project.
7. 2025 RCTA Annual Strategic Planning Workshop—
 - RCTA Financial Outlook – where funds originate, trends within each fund source
 - RCTA Labor Situation – Status of Recruiting & Retaining Employees & Available Options
 - Front Street Temp Transit Hub – Options for Transit Hub During Front Street Construction
 - RCTA M&O Facility Future – Ground Lease Extension to 2044, EV charging, funding
 - North State Express – Status of Rollout, Existing Challenges & Marketing Opportunities
 - CTSA Status Update Report – Year 6 recap, DNTAP Input & look ahead
8. Discussion of Fiscal Year (FY) 2024-25 Year-to-Date Budget and Preliminary FY 2025-26 RCTA Budget
9. Announcements
10. Adjourn – Next RCTA Board Meeting will be Friday, May 30th, 2025 at 5:30pm at Flynn

Any member of the public may speak on any agenda item for a time period, not to exceed 3 minutes, prior to the Public Agency taking action on that agenda item.

**REDWOOD COAST TRANSIT AUTHORITY
MINUTES
JANUARY 27, 2025, AT 5:30 P.M.**

ATTENDED: JOEY BORGES (CHAIR), VIDETTE ROBERTS, RAY ALTMAN, DARIN SHORT, ISAIAH WRIGHT

ABSENT: NONE

ALSO PRESENT: JEFF SCHWEIN, ALICIA FERREIRA, JOSEPH RYE (ZOOM)

1. CALL MEETING TO ORDER. ROLL CALL. PLEDGE OF ALLEGIANCE

Chairman Borges called the meeting to order at 5:30 p.m. Alicia Ferreira conducted roll call. Chairman Borges led the Pledge of Allegiance.

2. PUBLIC COMMENT:

The following person(s) addressed the Board: Erica Quick, Employee of Redwood Coast Transit Authority. Erica Quick expressed her concerns with low wages on behalf of all employees of the Redwood Coast Transit Authority at the RCTA Maintenance and Operations Center on Williams Drive in Crescent City.

3. CONSENT CALENDER

3A. APPROVE THE MINUTES OF THE NOVEMBER 25, 2024 RCTA BOARD MEETING

**3B. APPROVE AMENDMENT #1 TO AGREEMENT WITH LSC TRANSPORTATION
REDUCING SCOPE OF WORK FOR SHORT RANGE TRANSIT PLAN PLANNING SERVICES
TO NOT-TO-EXCEED \$168,000**

On a motion by Director SHORT, seconded by Director ROBERTS, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved items 3A and 3B.

PUBLIC COMMENT: NONE

**4. ADOPT RESOLUTION 2024-25-04 CERTIFYING THE ENVIRONMENT INITIAL STUDY AND
NEGATIVE DECLARATION FOR RCTA'S WILLIAMS DRIVE BUS CHARGING
INFRASTRUCTURE PROJECT**

Discussion was held regarding Adopt Resolution 2024-25-04 Certifying the Environment Initial Study and Negative Declaration for RCTA's Williams Drive Bus Charging Infrastructure Project.

On a motion by Director SHORT, seconded by Director WRIGHT, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors adopted Resolution 2024-25-04 Certifying the Environment Initial Study and Negative Declaration for RCTA's Williams Drive Bus Charging Infrastructure Project.

PUBLIC COMMENT: NONE

5. RECEIVE UPDATE AND ADOPT RESOLUTION 2024-25-05 APPROVING THE ALLOCATION REQUEST FOR \$250,000 TIRCP FUNDS FOR PLANS SPECIFICATIONS AND ESTIMATES (DESIGN) FOR THE WILLIAMS DRIVE CHARGING STATIONS PROJECT

Discussion was held regarding to Adopt Resolution 2024-25-05 Approving the Allocation Request for \$250,000 TIRCP Funds for Plans Specifications and Estimates (Design) for the Williams Drive Charging Stations Project.

On a motion by Director SHORT, seconded by Director ALTMAN, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors adopted and approved the Allocation Request for \$250,000 TIRCP Funds for Plans Specifications and Estimates (Design) for the Williams Drive Charging Stations Project.

PUBLIC COMMENT: NONE

6. RECEIVE UPDATE AND ADOPT RESOLUTION 2024-25-06 APPROVING REQUEST FOR \$100,000 TIRCP FUNDS FOR PROJECT APPROVALS AND ENVIRONMENTAL DOCUMENTATION FOR THE DOWNTOWN TRANSIT CENTER PROJECT

Discussion was held regarding Adopt Resolution 2024-25-06 Approving Request for \$100,000 TIRCP Funds for Project Approvals and Environmental Documentation for the Downtown Transit Center Project.

On a motion by Director SHORT, seconded by Director WRIGHT, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved and adopted Resolution 2024-25-06 Approving Request for \$100,000 TIRCP Funds for Project Approvals and Environmental Documentation for the Downtown Transit Center Project.

PUBLIC COMMENT: NONE

7. UPDATE ON NORTH STATE EXPRESS AND RCTA PARTICIPATION IN THE NSE ROUTE 101 AS ROUTE 20

Discussion was held regarding Update on North State Express and RCTA Participation in the NSE Route 101 as Route 20.

PUBLIC COMMENT: NONE

8. MANAGEMENT REPORT – TRANSDEV GENERAL MANAGER & RCTA EXECUTIVE DIRECTOR'S REPORTS

Mr. Rye briefly discussed short staffing issues, with Transdev borrowing drivers from other locations for the time being. He also mentioned that the full-time General Manager is still out on medical leave and a new mechanic will be starting in the next few weeks. Mr. Rye also touched on wages and promised to bring this topic back at the Annual Strategic Workshop meeting in late March.

9. ANNOUNCEMENTS

- 10. ADJOURN** – Redwood Coast Transit Board of Directors adjourned the meeting at 6:07 p.m. The next RCTA Board meeting is the Annual Strategic Planning Workshop on Monday, March 24th, 2025 at 5:30 at the RCTA Maintenance & Operations Center, 140 Williams Drive in Crescent City.

Joseph Rye, Executive Director
Redwood Coast Transit Authority

March 24, 2025

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Adopt Resolution 2024-25-07 Authorizing RCTA Application to Caltrans for RCTA's FY 2024-25 Allocation of LCTOP and Authorize Executive Director to Execute Agreements



RECOMMENDATION:

That the Board Adopt Resolution 2024-25-07 Authorizing an RCTA Application to Caltrans for RCTA's FY 2023-24 Allocation of \$71,725 in LCTOP Funds for the Specialized Rider Fare Program and designating the Executive Director as Authorized Agent to execute agreements.

BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) is a cap-and-trade program initiated by the CA State Legislature in 2014. While LCTOP is distributed based on formula funding (population & fare revenue), CalTrans and the Air Resources Board have jurisdiction over the scoring and funding of all projects, and intensive applications are required. Projects can be rejected. Fund targets are formula based, RCTA cannot just fund whatever it wishes, all projects must be supported by Caltrans and CARB and are scored based on air quality benefits.

For 2024-25, the LCTOP allocation for Del Norte County totals \$71,725, down 3.3% compared with FY 2023-24. Of this amount, RCTA is directly eligible for \$3,631 that is allocated based on fare revenue and the remaining population-based funds are programmed through the Del Norte Local Transportation Commission (DNLTC). The DNLTC will program the remaining \$68,094 to RCTA as the only public transit agency in the county. RCTA will be responsible for program requirements and reporting. Applications are due April 24, 2025 for FY 2024-25 funds.

DISCUSSION

RCTA is returning to the utilization of LCTOP for its fare subsidy program. Caltrans forced RCTA to change its LCTOP project in 2019 from the Free Riders Program to the Electric Bus Project for four fiscal years. Subsequent legislative action clarified that fare subsidy programs are eligible and appropriate uses of LCTOP, and RCTA plans to apply for its (renamed) Specialized Rider Fare Program each year going forward, starting last year and continuing in FY 2024-25.

RECOMMENDATION

That the Board approve Resolution 2024-25-07, Authorizing \$71,725 in FY 2024-25 LCTOP funding for the Specialized Rider Fare Program, identifying the General Manager as the Authorized Agent, and directing the General Manager to execute all LCTOP documents.

Authorized Agent

AS THE **Chair of the Board of Directors**
(Chief Executive Officer/Director/President/Secretary)

OF THE **Redwood Coast Transit Authority**
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Joseph Rye, Executive Director OR
(Name and Title of Authorized Agent)

Tamera Leighton, DNLTC Executive Director OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Joey Borges **Chair – RCTA Board**
(Print Name) (Title)

(Signature)

Approved this 24 day of March, 2025

REDWOOD COAST TRANSIT AUTHORITY (RCTA)

RESOLUTION #2024-25-07

AUTHORIZATION FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT: SPECIALIZED RIDER FARE PROGRAM

WHEREAS, the (RCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP and the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors; and

WHEREAS, RCTA wishes to implement the LCTOP project above and delegate authorization to execute these documents and any amendments thereto to Joseph Rye, Executive Director, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of RCTA that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Joseph Rye be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redwood Coast Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-25 LCTOP funds:

Project Name: Specialized Rider Fare Program

Amount of LCTOP funds requested: \$71,725

Short description of project: Program will cover the cost of free rides on the fixed route system for college students, veterans, middle and high school students, seniors (65+ years) and the disabled.

Contributing Sponsors: Del Norte Local Transportation Commission

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 24th day of March 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIR DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: _____

Joey Borges, Chair

March 24, 2025

MEMO TO: Board of Directors

FROM: Joe Rye, RCTA Executive Director



SUBJECT: Approve Release of Request for Qualifications for Plans, Specifications, and Estimates (PS&E – Final Design) for the Williams Drive Charging Stations Project

RECOMMENDATION

Approve release of Request for Qualifications for Plans, Specifications, and Estimates (PS&E – Final Design) for the Williams Drive Charging Stations Project.

BACKGROUND

RCTA has been fortunate to have received \$7.6M in Cycle 6 Transit Intercity Rail Capital Program (TIRCP) funding in early 2023, followed by an allocation of \$3.75M in SB 125 funds in late 2023 that were programmed to supplement the TIRCP funds on RCTA’s three major capital projects. RCTA received its first allocation of \$37k for the Williams Drive Charging Stations project PA/ED (environmental) phase in early 2024, and has certified its CEQA (California Environmental Quality Act) Negative Declaration in January 2025.

DISCUSSION

RCTA is scheduled to receive its PS&E phase allocation of \$250k at the March 20-21 CTC meeting, \$250,000 for Plans, Specifications, and Estimates (PS&E, also known as design). The RFQ (Request for Qualifications) is similar to an RFP process but differs as firms are evaluated and ranked initially without regards to costs (cost proposals are submitted in separate, sealed envelopes) then RCTA will negotiate costs with the top scoring firm. If costs cannot be negotiated to a point where RCTA is satisfied with the top firm, RCTA will turn to the second ranked firm, open their cost proposal, and seek to negotiate. Once under contract, design work will span into early 2026, with construction planned for mid-2026.

RECOMMENDATION

That the Board approve the release of the RCTA RFQ for Plans, Specs, and Estimates (design) for the Charging Stations Project.

2023 Transit and Intercity Rail Capital Program - Program Allocation Plan														
Proposed DNLC RCTA TIRCP and SB 125 Allocation Plan Draft - November 25, 2024														
Project Information				Project Programming										
Award No.	Cycle 6 Award Amount	Award Recipient	Implementing Agency	Project Title	Separable Phases/ Components	PPNO	Phase	FY 23-24	FY 24-25	FY 25-26	FY 26-27			
2023:10	\$ 8,612,000	Humboldt Transit Authority (HTA) with Yurok Tribe and Redwood Coast Transit Authority	Redwood Coast Transit Authority	Expanding Transit Service and Growing Zero-Emission Fleets on California's North Coast	Crecent City Transit Center	CP116	PA&ED		\$ 100,000					
							PS&E			\$ 250,000		\$ 1,556,000		
							CONST					\$ 2,495,000		
					Procure Battery Electric Buses	CP116B	CONST				\$ 1,678,974		\$ 121,026	
					Procure Battery Electric Buses	CP116B	CONST					\$ 1,303,000		\$ 401,733
					Charging Stations	CP116C	PA&ED	\$ 37,000	\$ 250,000					
						PS&E					\$ 3,486,000			
						CONST					\$ 3,199,000			
												\$ 4,573,769		
Cycle 6 Total								\$ 37,000	\$ 350,000	\$ 6,430,974	\$ 4,573,769	\$ 11,391,733		
Key: SB 125 Funds by Year							TIRCP	\$1,675,501	\$1,678,974			\$3,354,475		
							ZETCP	\$149,752	\$84,007	\$84,007	\$84,007	\$401,773		
							Total SB 125					\$3,756,248		



Request for Qualifications
For
Plans Specifications & Estimates (PS&E)
Services For
Maintenance and Operations Facility (140
Williams Drive) Charging Stations #CP116-C

Redwood Coast Transit Authority (RCTA)
c/o TMT Consulting, LLC
900 Northcrest Drive, #134
Crescent City, CA 95531

Submittal Deadline
May 12, 2025
5:00PM PDT

Reply to:

:

Joseph Rye, Executive Director
900 Northcrest Drive, #134
Crescent City, California 95531
Phone: (707) 235-3078
Email: tmtconsulting@gmail.com

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1. **INVITATION**

The Redwood Coast Transit Authority (RCTA) is seeking qualifications from firms to provide engineering design services and prepare a bid package for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility.

RCTA, subject to the Board of Directors' approval, intends to award a contract, for services to one successful consultant or team. The successful Firm will enter an Agreement for Professional Services with RCTA. Please refer to Appendix [B] for sample Agreement for Professional Services.

RCTA intends to adhere to the following solicitation timeline, which is subject to change at RCTA's sole discretion:

Solicitation Timeline

<u>Activity</u>	<u>Date</u>
RFQ Issued	March 31, 2025
Questions Submittal Deadline	April 14, 2025
Responses Posted on RCTA Website	April 21, 2025
Qualifications Due	May 12, 2025 by 5:00 PM PDT
Interviews (if required)	May 19, 2025
Contract Award (tentative)	May 27, 2025
Notice to Proceed (tentative)	May 30, 2025

Submittals must be sent to Joseph Rye, Executive Director by 5:00 p.m. May 12, 2025. Qualifications packages are required to be hard copy submissions received by RCTA by May 12, 2025 5pm PDT with a separate, sealed Cost Proposal sent to 900 Northcrest, #134, Crescent City, CA 95531.

For questions regarding this RFQ, please contact Joseph Rye at tntpconsulting@gmail.com.

Joseph Rye,
Executive Director

Date

2. INTRODUCTION

A. Summary and Term

The Services to be provided to RCTA consist of the following:

RCTA is requesting qualifications for plans, specifications and estimates (PS&E) services from qualified individuals or firms for the project. PS&E will require review and approval by Caltrans Local Assistance through the Local Assistance process. The work will typically be related to plans, specifications, and estimates, including engineering design services for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility. Additionally, a complete final set of plans, engineer's cost estimate and bid package must be included.

The proposed Project is the redevelopment of an existing bus maintenance and operations facility to add electric bus charging infrastructure. The project area (Assessor Parcel Number 118020033000) is cumulatively 1.23+ acres of an 84.77-acre lot, situated on the north end of the Del Norte County Fairgrounds, which is located at 421 US-101, Crescent City, CA 95531. The project area is currently used as a bus maintenance vehicle parking area with a bus wash bay. Development of the proposed project includes upgraded electrical service equipment, paved driveways for access and circulation, an asphalt parking lot with car and transit vehicle parking aisles separated by concrete electric vehicle (EV) charging islands, EV charging infrastructure (primarily overnight slow charging, but with 1-2 fast charging stations), fence upgrades, access gates, a backup generator pad, covered bus parking with solar arrays, lighting, and landscaping. The new maintenance and operations facility charging stations will initially serve (11) Endera Model B buses (or similar), plus up to 9 other existing RCTA gasoline and diesel buses. These improvements will meet the mandated requirements to transition bus fleets to zero emission sources and the project prioritizes improved facilities in an underserved rural community.

RCTA shall use qualifications-based competitive procedures for the procurement of architectural, landscape architectural, engineering, environmental, land surveying or construction project management services. Under this method, the Technical Proposals shall not contain a Cost Proposal and shall be evaluated based upon qualifications and demonstrated competence. After the consultants are ranked in accordance with the selection criteria set forth in the solicitation documents, the Executive Director, or his designee, shall open the separate, sealed Cost Proposal of the highest-ranked most qualified Firm and commence negotiations. If the parties are unable to negotiate fair and reasonable contract terms, including compensation, then the negotiations will be closed and the Executive Director, or his designee, will commence negotiations with the second most qualified Firm. This process will be followed until an Agreement is reached or the determination is made to recommend rejection of all submittals.

For detailed information regarding the required Services, please refer to Appendix A to this RFQ.

If approved by the RCTA Board of Directors, the successful Firm will execute an Agreement for a one 1 year term [base] with up to one (1), [one]-year option extension available. It is not anticipated that this agreement will require extension. RCTA intends to advertise this project for bidding in early 2026.

B. Background Information

The Region

The region served by RCTA includes most populated areas within the boundaries of Del Norte County, plus portions of Northern Humboldt County along US 101. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the

county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon, and Interstate 5.

Four federally recognized Tribes are in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria, and the Yurok Tribe. They are partners and leaders in advancing regional transportation.

The principal north-south route through Del Norte County is US Highway 101, which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during the winter months. Temperatures increase to 55-65 degrees during mid-summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperature differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

Population

The California Department of Finance estimated the Del Norte County population (non-incarcerated) at 25,474 in 2022. This includes a population of 21,158 within the unincorporated area of the County and 4,316 within the City of Crescent City. The projected population for 2035 is 31,328. An Economic and Demographic Profile is posted on the DNLTC website under the heading Planning Documents: <http://www.dnltc.org/planning>. Populations served by RCTA along US 101 in Northern Humboldt include Orick, Trinidad, Mckinleyville, Arcata, and Eureka.

Organization and Management

RCTA is the primary public transit agency in the Del Norte County region. RCTA is governed by a five-member Board of Directors consisting of two members of the Del Norte County Board of Supervisors, one public member appointed by the Board of Supervisors, and two council members from the City of Crescent City.

RCTA delivers its services with a lean and unique staffing structure. There are no employees of RCTA. The Board of Directors hires a consultant or consulting team to manage the agency as the Executive Director, as well as a contract law firm to provide legal services and to take the lead on the periodic procurements of the Executive Director team. The Executive Director team has been the partnership of Joe Rye (TMTP Consulting) and Dan Herron (with other part time team members) since 2016. The TMTP team provides all administration services, including procurement, planning, grants, and marketing and oversight of the private contractor(s) who provide daily operations. Transdev is the current operations and maintenance contractor, having acquired First Transit and its existing contracts in 2023. The current five-year contract with Transdev runs through 2026 and includes all maintenance and operations services, except fuel, vehicles, and administration. RCTA owns its own vehicles and Maintenance and Operations Facility on Williams Drive in Crescent City, on land leased from the Fairgrounds.

C. Budget

In addition to your submittal, please provide a separate, sealed Cost Proposal to perform the services described.

3. CONTENT

A. Scope of Services

The outlined scope of services is provided as Appendix A. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing engineering design services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. Cover Letter

All submittals must have a consistent font type and size of text; and must be limited to 25 or fewer letter-size pages (8.5 inch by 11 inch), single spaced, single column, excluding the Cover Letter, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Type style and size for graphics is at Firm's option, but the font must be clear and legible.

Submission indicates acceptance by a firm of the conditions contained in this RFQ unless clearly and specifically noted in the submittal and confirmed in the Agreement between RCTA and the firm selected.

In order to be accepted for evaluation, submittals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

C. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Firms must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFQ (or should specifically identify any requested changes to the Agreement) and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C, Insurance Requirements. Firms must also state in writing that they agree to be bound by their submittal for 60 days from the submittal due date. Firms must also confirm that they have no impermissible conflicts of interest.

D. Table of Contents

Include a Table of Contents displaying the organization of the submittal being submitted.

E. Approach to Providing Services: Team Organization and Management Plan

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Firm team's capacity to successfully perform the desired services and include the following:

1. Organization chart showing the proposed team composition.
2. Identification of any and all of the services listed in Appendix A, Scope of Services for which Firm intends to subcontract, including the intended subcontractant's name, location, key personnel, and their qualifications.
3. Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A.

F. Company Qualifications, Experience, and References

In order to be considered for award of an Agreement, each Firm must provide information about its company so that RCTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFQ. In addition, the Firm must have expertise in the tasks specified in Appendix A. RCTA, at its option, may require a Firm to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Firms must:

1. Have (through themselves, their team members or their subcontractors/subconsultants) at least five (5) years of experience providing engineering design services;
2. Be capable of providing the desired services as delineated in the Scope of Services;
3. Have knowledge and understanding of applicable regulations and codes and be familiar with local conditions relating to the project scope and work;
4. Have accounting systems in place to adequately manage state-sponsored cost-type contracts;
5. Have a quality assurance system in place that adequately addresses the checking of analyses and calculations, drawings, specifications, cost estimates, reports and other supporting documentation for work product delivered in-house and by subcontractors/subconsultants; and
6. Have appropriate professional licenses to perform the work, including Professional Engineer Licensure.

Additionally, Firms must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Firm has provided similar services as those called for in this RFQ. Include transportation and governmental agencies, if any. For each submitted reference, Firms must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information. Firms must also provide the size and structure of their firm as evidenced by an organizational chart, relevant to its client base.

G. Qualifications and Experience of Key Personnel

"Key Personnel" is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFQ. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by RCTA. Substitution of Key Personnel without prior written approval by RCTA will constitute a breach of the Agreement. RCTA reserves the right to direct the removal of any individual, including Key Personnel.

Each Firm must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the Firm is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Services. Firms must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

H. Separate Sealed Cost Proposal

Consultant must submit its cost proposal in a separate sealed envelope. Costs shall include, but not be limited to, labor, materials, supplies, taxes, overhead, insurance and profit.

Consultant must provide hourly rates for all personnel that will be utilized on this contract representing Consultant. The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

I. Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any RCTA Board Member from participating in or influencing the decision on awarding a contract with RCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before RCTA or for twelve months following the date a final decision concerning the contract has been made.

J. Licenses and Certifications

Firm and proposed Key Personnel must hold, and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFQ. Firms may list any relevant licenses and/or certifications and the name of the issuing entity with their submittal. Copies or proof of such licensure and/or certification may be requested by RCTA.

K. Conflicts of Interest

The firm selected to serve as Consultant through this RFQ will not be prohibited from working under separate contracts with RCTA, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Firm must provide a list in its submittal of its current contracts that involve work with RCTA, including its relationship to RCTA and a brief description of its job under the contract. Firm must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting, the firm represents and warrants that no director, officer or employee of RCTA is in any manner interested directly or indirectly in the submittal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Firm warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Firm further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

4. **SOLICITATION PROCESS**

A. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing to Joseph Rye, Executive Director, at tmtpc consulting@gmail.com. RCTA's written response to Questions and/or Requests for Clarification will be posted on the RCTA website. The deadline of submittal for questions is April 14. Responses will be posted to RCTA's website by April 21.

B. Addenda to RFQ


RCTA reserves the right to amend this RFQ at any time. Any amendments to or interpretations of the RFQ must be described in written addenda.

It is the Firms' responsibility to monitor RCTA's website on a regular basis. Only signed addenda, issued by RCTA's authorized personnel are binding. Firms are required to acknowledge receipt of all addenda, if any, during the submission of their submittals.

Failure of any prospective Firm to receive the notification or addenda does not relieve the Firm from any obligation under the RFQ as clarified, interpreted or modified. All addenda issued must become part of the RFQ. Firms must acknowledge the receipt of each individual addendum in their submittals on the Submittal Cover Letter. Firm's failure to acknowledge in its submittal receipt of addenda may, at RCTA's sole option, cause the submittal to be rejected.

If RCTA determines that the addenda may require significant changes in the preparation of submittals, the deadline for submitting the submittals may be postponed by the number of days that RCTA determines will allow Firms sufficient time to revise their submittals. Any new due date will be included in the addenda.

C. Submission of Submittals

Submittals must be sent to Joseph Rye, Executive Director by 5:00 p.m. May 12, 2025.  Qualifications packages are required to be hard copy submissions received by RCTA by May 12, 2025 5pm PDT with a separate, sealed Cost Proposal sent to 900 Northcrest, #134, Crescent City, CA 95531.

D. Cost of Development

This RFQ does not commit RCTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a submittal, nor to procure or contract for any services. The Firm waives any claim against RCTA for costs incurred in preparing a submittal and responding to this RFQ.

E. Validity of Submittals

Submission of a submittal constitutes a firm offer to RCTA for 60 days from the submission deadline for submittals.

F. Withdrawal of Submittals

A firm may withdraw its submittal, without prejudice, by emailing Joseph Rye, Executive Director, at tmticonsulting@gmail.com prior to the submittal closing date and time. The withdrawal of a submittal does not prejudice the right of a Firm to submit another submittal within the time set for receipt of submittals.

After the submittal due date, a submittal may be withdrawn only if RCTA fails to award the Agreement within the submittal validity period prescribed above in Section 4.G., Validity of Submittals, or any agreed-upon extension thereof.

G. Evaluation of Submittals and Selection Process

Submittals will be screened to ensure firm(s)' responsiveness to the requirements of the RFQ and the responsibility of the proposing consultant. A submittal will be considered responsive only if it complies in all material respects to the requirements of the RFQ. RCTA intends to award a contract to the highest ranked, most qualified, responsible Firm that submits a responsive submittal for provision of the Services.

RCTA may reject as non-responsive any submittal that does not include the required documents referenced herein. However, RCTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all FirmFirms regarding their submittals.

1. Selection Committee

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the submittals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the submittal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a submittal, firms agree to be bound by these terms and will not later challenge said terms.

2. Submittal Evaluation Process

The firm's submittal will be evaluated using the criteria identified below. In ranking submittals, RCTA will consider the submittal material submitted, oral interviews (if any are held) and any other relevant information about a given firm (i.e. references). RCTA will not assume that a Firm possesses any capability unless such a capability is established by the submitted submittal.

Submittals will be evaluated based on the following point values:

Responsiveness and Comprehensiveness:	20
Qualifications of Individuals or Firm:	25
Experience/Performance:	30
Submittal Contents/Methodology:	25
Total Available:	100

H. Interviews

Following the initial review and screening of submittals, one or more firms may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If RCTA conducts interviews, it will do so with those firms found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. RCTA expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

I. Revised Submittals, Interviews and Negotiations

RCTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised submittals, to visit the firm(s) site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of RCTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by firms in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

RCTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and RCTA may hold simultaneous discussions with those firms that remain in the competitive range. Firms who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

J. Contract Award

The Committee will make a recommendation of award of Agreement, if any, to RCTA’s Board of Directors, or designee. All firms will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by RCTA’s authorized personnel.

The successful firm, to whom award is made, must execute a written Agreement for Services on RCTA’s provided form as set forth in Appendix B within 14 calendar days after firm receives the form of Agreement for execution.

K. Protest Procedures

RCTA’s contract protest process and procedures are available at:
<http://www.redwoodcoasttransit.org/about-rcta/procurement/>.

L. Ex-Parte Communications

Firm representatives must communicate in the manner set forth in this RFQ. All such communication must be directed to the authorized personnel named in this RFQ until after a Notice to Proceed has been issued by RCTA. There must be no communication with any officer, director, employee, or agent of RCTA, except as may be reasonably necessary to carry out the procedures specified in this RFQ.

Firm representatives may not communicate with RCTA's Board members except in writing and if the communication is made public. Nothing herein prohibits firms and their representatives from making oral statements or presentations in public to one or more representatives of RCTA during a public meeting.

M. Confidentiality

1. Confidentiality and Waiver of Claims

- i. The California Public Records Act (Cal. Gov. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the submittal, as well as any other written communication between RCTA and the firm, is a public record that must be made available to the public.
- ii. If the firm believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the firm believes would cause substantial injury to the firm's competitive position if disclosed, the firm must request that RCTA withhold from disclosure the exempt information by submitting:
 - (a) an unredacted copy of the submittal marking each page containing such exempt information as confidential; and
 - (b) a redacted copy of the submittal that redacts the purportedly exempt information; and
 - (c) a separate "confidentiality index" including all of the following information:
 - (i) The section and page number of the submittal where the information is located; and
 - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
- iii. By submitting a, Firm:
 - (a) consents to the release of the redacted version of the submittal; and (ii) consents to the release of any portion of its submittal not included in the confidentiality index; and
 - (b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

- iv. If the firm does not include a confidentiality index in its submittal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.
- v. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the submittal, the redacted version prevails.
- vi. A firm may not designate its entire submittal as confidential. RCTA will not honor such designations and will disclose submittals so designated to the public without liability to RCTA.

2. Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking submittal material relating to this RFQ, RCTA may provide the redacted version of the submittal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the firm prior to releasing any material listed in the confidentiality index.

By submitting a submittal, firm agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the firm information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the submittal. If firm fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

N. Waiver

By submitting a submittal, the firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that firm has checked its submittal for errors and omissions; that the prices stated in its submittal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

O. RCTA's Rights

RCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of RCTA. This RFQ does not commit RCTA to award an Agreement, to pay any costs incurred in the preparation of the submittal for this request, or to procure or contract for services. RCTA reserves the right to modify or cancel in whole or in part this RFQ, to reject any and all submittals, to accept the submittal it considers most favorable to RCTA's interest in its sole discretion, and to waive irregularities or informalities in any submittal or in the submittal procedures. RCTA further reserves the right to reject all submittals and seek new submittals when RCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more firms are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the submittals of all such firms must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RCTA.

5. **CONTRACTUAL REQUIREMENTS**

A. **Agreement for Services**

The selected firm for the provision of the Services will be required to execute an Agreement with RCTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement, identified here as APPENDIX B. **All firms are directed to review all of the terms and conditions set forth in the Sample Agreement, APPENDIX B, particularly the indemnification and insurance requirements.**

Submittal of a submittal must be deemed acceptance of all of the terms set forth in this RFQ and the Sample Agreement unless the firm(s) includes with its submittal, in writing, any modifications requested to the RFQ and/or Sample Agreement. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item.. RCTA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of submittals.

B. **Insurance and Indemnification Requirements**

Firms are instructed to carefully review the insurance and indemnification provisions set forth in **Appendices B and C** and provide a statement of firm's acceptance and ability to comply.

6. **SUBMITTAL CONTENT CHECKLIST**

- Submittal Cover Letter**
Include the completed and signed Cover Letter, including acknowledgement of addenda, if any.
- Letter of Introduction, Exceptions to the Agreement and Joint Venture Agreement, if applicable**
Reference Section 3.B. Any exceptions must be set forth, if applicable. Reference Section 5.G.
- Table of Contents**
Reference Section 3.D.
- Approach to Providing Services**
Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization and management plan.
 - Team Organization**
Reference Section 3.E.
 - Identification of Subconsultants or Subcontractors**
Reference Section 3.E.3.i. Firms intending to use subconsultants must identify them and include them in the submittal. Use of any and all subconsultants must be approved in writing by RCTA's authorized representative.
- Company Qualifications, Experience and References**
Reference Section 3.F.
- Qualifications and Experience of Key Personnel**
Reference Section 3.G.

- Cost Proposal – Separate Sealed Submittal Delivered Hard Copy to RCTA**
- Conflicts of Interest**
Reference Section 3.K. Firm must provide a list in its submittal of its current contracts that involve work with RCTA, including a brief description of its job under the contract. Firm must identify any potential conflicts that may compromise its delivery of unbiased work product.
- Other Required Forms and Information**
Submit all other required forms provided in this solicitation.

7. APPENDICES

APPENDIX A, Scope of Services
APPENDIX B, Sample Agreement for Services
APPENDIX C, Insurance Requirements

APPENDIX A, Scope of Services

The Services to be provided to RCTA consist of the following:

RCTA is requesting qualifications for plans, specifications and cost estimates (PS&E) services from qualified individuals or firms for the project. PS&E will require review and approval by Caltrans Local Assistance through the Local Assistance Program Manual process. The work will typically be related to plans, specifications, and estimates, but also includes a comprehensive bid package ready for release. Engineering design services for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility.

RCTA anticipates design for near-term charging capacity and future expansion charging during this design effort. RCTA anticipates initial design and construction of 11 electrical bus charging stations at the Williams Drive Transit Center, with inclusion of future charging locations for another 10 electric vehicles. RCTA anticipates primary overnight slow charging of parked buses alongside slow charging stations, augmented by 1-2 fast charge stations located in areas where buses will pull up and park for short periods of time during the daytime hours.

The proposed Project is the redevelopment of an existing bus maintenance and operations facility to add electric bus charging infrastructure. The project area (Assessor Parcel Number 118020033000) is cumulatively 1.23+ acres of an 84.77-acre lot, situated on the north end of the Del Norte County Fairgrounds, which is located at 421 US-101, Crescent City, CA 95531. The project area is currently used as a bus maintenance vehicle parking area with a bus wash bay. Development of the proposed project includes upgraded electrical service equipment, paved driveways for access and circulation, an asphalt parking lot with car and transit vehicle parking aisles separated by concrete electric vehicle (EV) charging islands, EV charging infrastructure, fence upgrades, access gates, a backup generator pad, solar arrays, lighting, and landscaping. The new transit maintenance and operations facility will initially serve (11) Endera Model B buses plus 9 or so fossil fueled existing buses. Design will include a future expansion for up to 10 additional electric buses. These improvements will meet the mandated requirements to transition bus fleets to zero emission alternative energy sources and the project prioritizes improved facilities in an underserved rural community.

RCTA desires to have review and comment phases at the standard design increments of 30%, 60%, 90% (with Engineer's Cost Estimate) and 100% design milestones, prior to assembly of bid documents. RCTA may need to order long lead time equipment well ahead of completion of 100% plans to avoid delay in construction. Consultant will lead the design process and flag any longer lead time equipment for advance equipment ordering as early in the design process as practical, ideally at 30%. Multiple stakeholders will be involved in review processes, including Pacific Power (local electric utility) and State of California (CCA – California Construction Authority) which represents the land owner, the Fairgrounds in the development and entitlements process.

For more detailed information on the environmental process, you can find the Negative Declaration at:

<https://redwoodcoasttransit.org/2024/10/rcta-releases--for-project-approvals-environmental-documents/>



Figure 1: Concept Plan

APPENDIX B, Sample Agreement for Services

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This AGREEMENT for Plans, Specifications, and Estimates Engineering and Design Services for the RCTA Maintenance & Operations Facility Charging Stations (PS&E) (Agreement) is entered into by and between the Redwood Coast Transit Authority (RCTA) located at 140 Williams Drive, Crescent City, CA 95531 and _____ (CONSULTANT, a _____ [STATE] Corporation located at _____ [INSERT ADDRESS] (“the Parties”).

1. SCOPE OF SERVICES

This is an Agreement to provide engineering/design consulting services. The CONSULTANT agrees to provide these services to RCTA in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing environmental consulting services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Submittals dated _____, which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONSULTANT’s written submittal dated _____, attached hereto and incorporated herein as Exhibit B.

AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A Insurance Requirements;
- (2) Exhibit A, RCTA Request for Qualifications;
- (3) Work Directives/Task Orders, if applicable
- (4) Exhibit B, CONSULTANT’s Submittal including costs/labor rates.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. TERM OF AGREEMENT June 2, 2025 to June 1, 2026

The term of this Agreement will be for a 1-year term commencing upon June 2, 2025 (Effective Date) and ending on June 1, 2026. The CONSULTANT will furnish RCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

RCTA reserves the right, in its sole discretion, to exercise up to 1 one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If RCTA determines to exercise the option term(s), RCTA will give the CONSULTANT at least 30 days’ written notice of its determination. RCTA intends to advertise this project for bidding in early 2026.

It is understood that the term of the Agreement and any option term(s) granted thereto as specified herein are subject to RCTA's right to terminate the Agreement in accordance with Section 23 of this Agreement.

3. CONSULTANT'S REPRESENTATIVE

At all times during the term of this Agreement [INSERT NAME OF CONSULTANT'S REP] will serve as the primary staff person of the CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by RCTA, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

4. COMPENSATION

4.1. GENERAL

Compensation for each project performed under the Agreement will either be **Cost-Plus-Fixed-Fee with a ceiling (CPFF)** or **Specified Rate of Compensation (SRC)**.

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to the CONSULTANT, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by the CONSULTANT to RCTA.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, the CONSULTANT may, upon written request, adjust prospectively the labor rates. Increases in future negotiated Direct Labor Rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to RCTA, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either the (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon approval by RCTA, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal*. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from RCTA's Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

The CONSULTANT shall not commence performance of work or services until this Agreement has been approved by RCTA, and notification to proceed has been issued by RCTA's Executive Director. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

4.2. **COST OF WORK**

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

4.3. **DIRECT LABOR**

4.3.1. **GENERAL**

Direct Labor Rates shall be as set forth in Exhibit B to this Agreement and shall stay in effect for the first year of the Agreement. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Charges by the CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, the CONSULTANT, and subconsultants, shall submit a written request to the Executive Director and provide the person's name, job title, current actual rates, and resume, for RCTA's review and approval.

New personnel must be approved by RCTA prior to the new personnel commencing work under a project. Work performed by personnel not previously approved in writing by RCTA shall be at the CONSULTANT's own risk.

Increases in hourly rates may not exceed the percentage change of the Consumer Price Index (CPI-U) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) area, or **3.5%**, whichever is lower.

4.3.2. **Straight Time**

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

4.3.3. **Overtime**

RCTA will reimburse the CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT's employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that RCTA has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

4.4. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

4.4.1. General

The CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for the CONSULTANT's and subconsultants' home office and RCTA-Furnished Field Office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B.

4.4.2. Payroll Burden

The CONSULTANT and RCTA agree that the following will be considered as Payroll Burdens and as such will be paid to the CONSULTANT, and subconsultants, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges, and c) contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

4.4.3. Employee Benefits

"Employee Benefits" for the CONSULTANT's and subconsultant's employees is defined as the cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Director's drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits, and all other employee benefit plans.

4.4.4. Indirect Costs (Office Overhead)

The CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting, and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Consultant's Submittal or approved by RCTA.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement for the CONSULTANT and its subconsultants and may be adjusted upon RCTA's approval.

4.4.4.1. The CONSULTANT's and subconsultant's Home Office Overhead rate shall apply to personnel assigned in the CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's Submittal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with Federal Acquisition Regulations (FAR) reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to RCTA to review for acceptance. RCTA will have the final decision as to what is acceptable.

4.4.4.2. RCTA-Furnished Field Office Overhead rate shall apply to the CONSULTANT's, and subconsultant's, personnel assigned to an RCTA-Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, RCTA reserves the right to negotiate this rate for each firm.

4.5. **Maximum Fixed Fees (Profit)**

4.5.1. **General**

Maximum Fixed Fee percentages shall apply throughout the life of the Agreement. The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by RCTA shall not exceed:

Engineering Consultant Design Services – _____ Percent (_%)* for the Consultant's home office (Home) and _____ Percent (_%) for RCTA's field office (Field).

Maintenance Activities - _____ Percent (_%)

Consultant Support Services – _____ Percent (_%)*

**Fees for Consultant Support projects are only paid for actual time worked (Level of Effort)*

Subconsultants markup – Zero Percent (0%)

4.6. **OTHER DIRECT COSTS (ODCs)**

4.6.1. **General**

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a Zero Percent (0%) markup.

4.6.2. **Allowable ODCs**

Examples of allowable ODCs include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blueprint services, and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by RCTA. Supporting documentation is required for reimbursement of all ODCs.

4.6.3. **Subconsultants**

With regard to subconsultants, RCTA will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with Zero Percent (0%) markup. The CONSULTANT may be compensated for initial, or one-time, charges incurred in establishing a project or for pre-approved administration charges.

4.6.4. **Limitations on Direct Costs - The Following Are Limitations:**

(1) Vehicles - If applicable and approved by RCTA, rental vehicles and associated support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - All travel and relocation related plans must be approved in writing by RCTA prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for Alameda County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by RCTA, will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to RCTA-Furnished Field Office for the CONSULTANT's and subconsultant's personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by the CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Travel, accommodations, and subsistence (directly related to the Scope of Services) for business trips to the project Site, to RCTA's consultants and suppliers, or to other locations approved by RCTA. Such travel may originate at the CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at RCTA's central or field offices.

4.6.5. **Unallowable ODCs**

The following ODCs are not allowable unless they are authorized by prior written approval of RCTA's authorized representative:

- Costs associated with registration for training, seminars, and association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards, and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring, and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance

- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by the CONSULTANT shall be credited to RCTA at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of RCTA's authorized representative.

4.7. **Maximum Compensation Amount**

A maximum not-to-exceed amount established for each project.


Further, it is expressly understood and agreed that in no event shall the CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written amendment to such project by RCTA's Executive Director.

If at any time, the CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the project, the CONSULTANT shall notify RCTA immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by the CONSULTANT in excess of the not-to-exceed amount established for the project shall be at the CONSULTANT's own risk.

4.8. **Flow Down**

The CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by RCTA.

5. **MANNER OF PAYMENT**

The CONSULTANT must submit monthly  invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract name, Purchase order #, and RCTA's Project Manager's name. RCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of receipt. RCTA reserves the right to withhold payment to the CONSULTANT if RCTA determines that the quantity or quality of the work performed is unacceptable. RCTA will provide written notice to the CONSULTANT within 10 calendar days of RCTA's decision not to pay and the reasons for non-payment. If the CONSULTANT disagrees with RCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes RCTA's decision to RCTA within 30 calendar days of

RCTA's notice. If the CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge RCTA's decision. Final payment will be withheld until the CONSULTANT performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered via email to RCTA as follows:

jeff@greendottransportation.com
tmtpcconsulting@gmail.com

The CONSULTANT represents that the CONSULTANT's taxpayer identification number (TIN) is _____ as evidenced by a completed Federal Form W-9.

6. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between RCTA's Project Manager or designee, and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to RCTA:

Executive Director
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtpcconsulting@gmail.com

If to the CONSULTANT:

Attn: _____

Email: _____

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONSULTANT will be and are the property of RCTA. RCTA will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to RCTA. If any materials are lost, damaged, or destroyed before final delivery to RCTA, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to

such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to RCTA. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

8. CONFIDENTIALITY

Any RCTA materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of RCTA’s Executive Director or designee.

9. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of RCTA, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and RCTA will have no obligation to them.

10. CHANGES

RCTA may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RCTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a

change to the contract terms and conditions, the CONSULTANT will so advise RCTA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to RCTA prior to the time that the CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Executive Director prior to implementation of such changes. Failure to provide written notice and receive RCTA approval for extra work prior to performing extra work may, at RCTA's sole discretion, result in non-payment of the invoices reflecting such work.

11. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT will indemnify, keep and save harmless RCTA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; and

Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RCTA or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

12. INSURANCE

Refer to Attachment A, appended hereto, for the Insurance Requirements.

13. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of RCTA. The CONSULTANT is and will be an independent consultant and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

14. ASSIGNMENT

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of RCTA.

15. LITIGATION SUPPORT

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by RCTA. In

the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

16. RCTA WARRANTIES

RCTA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. RCTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of RCTA, RCTA's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for RCTA.

18. WARRANTY OF SERVICES

The CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable _environmental planning and engineering services firms at the time the services are rendered. In addition, the CONSULTANT will provide such specific warranties as may be set forth in _CONSULTANT's submittal_ as agreed upon by the Parties.

In the event that any services provided by the CONSULTANT hereunder are deficient because of the CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, RCTA will report such deficiencies in writing to the CONSULTANT within a reasonable time. RCTA thereafter will have:

The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, the CONSULTANT fails to give satisfactory evidence to RCTA that it has undertaken said re-performance; or

The right to terminate the Agreement for default.

The CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to RCTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is RCTA's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore,

the CONSULTANT's failure to provide timely notice will constitute a waiver of the CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RCTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RCTA due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RCTA, such notice will be given to RCTA prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by RCTA and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, RCTA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

RCTA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RCTA may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of RCTA to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from RCTA to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by RCTA.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that RCTA has specifically directed the CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION

Termination for Convenience. RCTA may terminate this Agreement for convenience at any time by giving thirty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RCTA terminates the Agreement for convenience, RCTA agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from RCTA upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of RCTA upon the effective date of the termination for convenience. The CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, RCTA may find the CONSULTANT to be in default. After delivery of a written notice of default, RCTA may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in RCTA's discretion, provide a plan to cure such breach which is acceptable to RCTA within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, RCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, RCTA may terminate this Agreement immediately without a cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. RCTA agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from RCTA for work performed in full accordance with the terms of the Agreement as of the effective date of termination. RCTA is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of RCTA upon the effective date of the termination for default.

The rights and remedies of RCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit RCTA, the State Comptroller, and their authorized representatives, the California Department of Transportation (Caltrans), or any of their authorized representatives] to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by RCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse RCTA for those costs within sixty (60) days of written notification by RCTA.

24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RCTA deems appropriate.

25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RCTA's Executive Director, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by RCTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for

noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

26. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

RCTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, RCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CONSULTANT will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of this Agreement, the CONSULTANT hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this contract:

“The CONSULTANT or subcontractor/subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT or subcontractor/subconsultant 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 RCTA deems appropriate.”

RCTA implements its DBE Policy in accordance with DOT regulations and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with RCTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE’s participation do not exist.

27. CONFLICT OF INTEREST

General. Depending on the nature of the work performed, a CONSULTANT of RCTA may be subject to the same conflict of interest prohibitions established by - the California Department of Transportation, and California law that govern RCTA’s employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the submittal process or the term of the Agreement, the CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under RCTA's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by RCTA.

No person previously in the position of director, officer, employee or agent of RCTA during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before RCTA, or any officer or employee of RCTA, for a period of one (1) year after leaving office or employment with RCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

The CONSULTANT's duties and services under this Agreement will not include preparing or assisting RCTA with any portion of RCTA's preparation of a request for submittals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with RCTA. RCTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications is limited to conceptual, preliminary, or initial plans or specifications. The CONSULTANT must cooperate with RCTA to ensure that all bidders or Firms for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the CONSULTANT pursuant to this Agreement.

Organizational Conflicts of Interest. The CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RCTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONSULTANT will not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONSULTANT immediately will provide RCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, RCTA becomes aware of an organizational conflict of interest in connection with the CONSULTANT's performance of the work hereunder, RCTA will similarly notify the CONSULTANT.

In the event a conflict is presented, whether disclosed by the CONSULTANT or discovered by RCTA, RCTA will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. RCTA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the subconsultants and independent consultants used and their employees. The CONSULTANT must provide this information to RCTA upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. The CONSULTANT will retain this record for five (5) years after RCTA makes final payment under this Agreement. Such lists may be published as part of RCTA's future solicitations.

The CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by RCTA in addressing organizational conflicts that arise out of work performed by the CONSULTANT, or to termination of this Agreement for breach.

28. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

The CONSULTANT consents to the release of this Agreement, the redacted version of its submittal, and the release of any portion of its submittal not included in its confidentiality index, and waives all claims against RCTA, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its submittal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, submittal material relating to this RFQ, RCTA may provide the Agreement, redacted version of the submittal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Firm prior to releasing any material listed in the confidentiality index.

The CONSULTANT agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Firm information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the submittal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

29. ADDITIONAL REQUIREMENTS. NOT APPLICABLE

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the Parties.

34. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of RCTA.

35. RIGHTS AND REMEDIES OF THE RCTA

The rights and remedies of RCTA provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and

RCTA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

REDWOOD COAST TRANSIT AUTHORITY:

CONSULTANT: (See footnote below)*

Signature: _____

Signature: _____

Print: Joseph Rye

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Attorney for RCTA

* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the RCTA indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

APPENDIX C, Insurance Requirements

The insurance requirements specified in this section shall apply to Consultant/Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms, or corporations that Consultant/Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Consultant/Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages below subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant/Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant/Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant/Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant/Contractor's insurance be primary without any right of contribution from RCTA. Prior to beginning work under this Agreement, Consultant/Contractor shall provide RCTA with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

1.) Workers' Compensation and Employers' Liability Insurance

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers' Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

-

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant/Contractor's operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Contractual liability.
 - Personal injury.
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.

3.) **Business Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.

4.) **Professional Liability Insurance**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to Redwood Coast Transit Authority and having minimum limits of liability of \$1 million per claim or occurrence and \$1 million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

5.) **Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement of the property described below:

- a. This insurance shall include coverage for, but not be limited to:
 - Consultant/Contractor's own business personal property and equipment to be used in the performance of this Agreement.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements section below:

B. ENDORSEMENTS

1.) Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds Consultant/Contractor and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Redwood Coast Transit Authority, its Board and Agents
TMTP Consulting LLC
Herron Consultants

2.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by Redwood Coast Transit Authority.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the property, Consultant/Contractor shall provide RCTA's Executive Director or designee with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant/Contractor's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to RCTA's Executive Director.

D. GENERAL PROVISIONS

1.) Notice of Cancellation

The policies shall provide that the Consultant/Contractor's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to RCTA's Executive Director.

2.) Acceptable Insurers

All policies will be issued by insurers acceptable to RCTA (generally with a Best's Rating of A-10 or better).

3.) Self-insurance

Upon evidence of financial capacity satisfactory to RCTA and Consultant/Contractor's agreement to waive subrogation against RCTA respecting any and all claims that may arise, Consultant/Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4.) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant/Contractor's personnel and equipment have been removed from RCTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5.) Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant/Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant/Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant/Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.) Deductibles and Retentions

Consultant/Contractor shall be responsible for payment of any deductible or retention on Consultant/Contractor's policies without right of contribution from RCTA.

In the event that the policy of the Consultant/Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that RCTA seeks coverage under such policy as an additional insured, Consultant/Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant/Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant/Contractor or subcontractor is not a named defendant in the lawsuit.



Request for Proposals
for
Crescent City Transit Center –

Project Approvals and Environmental Documentation
#CP116

Redwood Coast Transit Authority (RCTA)
c/o TMT Consulting, LLC
900 Northcrest Drive, #134
Crescent City, CA 95531

RFP Issued:	March 31, 2025
Written Questions/Requests for Clarifications (RFCs) Due:	April 14, 2025 at 5:00PM PDT
RCTA's Response to Questions/RFCs Provided:	By April 21, 2025 COB
Proposals Due:	May 12, 2025 at 5:00PM PDT

Prepared by: Joseph Rye, Executive Director
900 Northcrest Drive, #134
Crescent City, California 95531
Phone: (707) 235-3078
Email: tmtconsulting@gmail.com

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1. INVITATION

The Redwood Coast Transit Authority (RCTA) is seeking proposals from qualified firms to provide Project Approvals and Environmental Documentation services.

RCTA, subject to the Board of Directors’ approval, intends to award a contract, for services to one successful consultant or team. The successful Proposer will enter an Agreement for Professional Services with RCTA. Please refer to Appendix [B] for sample Agreement for Professional Services.

RCTA intends to adhere to the following solicitation timeline, which is subject to change at RCTA’s sole discretion:

Solicitation Timeline

<u>Activity</u>	<u>Date</u>
RFP Issued	March 31, 2025
Questions and RFCs Due	April 14, 2025 5:00PM PDT
RCTA’s Response to Questions/RFCs	April 21, 2025 by end of business
Proposals Due	May 12, 2025 by 5:00 PM PDT
Interviews (if required)	May 19, 2025
Contract Award (tentative)	May 27, 2025
Notice to Proceed (tentative)	May 30, 2025

Proposals must be sent via email to Joseph Rye, Executive Director, at tmticonsulting@gmail.com by 5:00 p.m. May 12, 2025. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

For questions regarding this RFP, please contact Joseph Rye at tmticonsulting@gmail.com.

Joseph Rye,
Executive Director

Date

2. INTRODUCTION

A. Summary and Term

The Services to be provided to RCTA consist of the following:

The work is funded by a TIRCP (Transit and Intercity Rail Capital Program) grant obtained by RCTA via a regional application with Humboldt Transit Authority. There are no federal funds in the project, therefore the Environmental Document process will strictly follow CEQA standards, not NEPA.

This phase of the project shall develop environmental documentation needed to construct the Transit Center at 1000 Front St, Crescent City, CA 95531 (K Street and Front Street, a portion of Assessor's Parcel Number 118070025000).

The Transit Center will be constructed at the existing city-owned parking lot on the corner of Front Street and K Street. The parking lot is 1.75 acres. Approximately .75 acres of the lot will be reconstructed to host the new Transit Center with its improved pedestrian facilities and the bus parking and right of way. The buses will enter the facility both off Front Street from the southern end of the parking lot, which will require a widening of the current driveway, as well as from K Street. Planning includes the construction of two large concrete islands, both approximately 30 feet wide at their widest points. The long concrete islands will run parallel with the drive aisle and parking for the buses in between and crosswalks connecting them. The northern island will house the proposed Transit Center facilities, including the public restrooms and the ticket and information kiosk building. The southern island will contain loading and unloading areas for the parked buses and will include passenger shelters/benches. Construction will also include landscaping and installation of outdoor furniture, which will make the Transit Center more comfortable and appealing to those waiting for the bus. The location is owned by Crescent City and will be leased to RCTA through 2045 with options to extend.

PA&ED Services: Perform all responsibilities for environmental documentation and project approval services pursuant Caltrans Local Assistance Procedures Manual and California law including:

1. CEQA documentation, noticing, and filing to the State Clearinghouse for construction of the Transit Center pursuant to the Public Code that went into effect at the start of 2024 ([Link to Bill](#)) and CEQA Statute and Guidelines.

If approved by the RCTA Board of Directors, the successful Proposer will execute an Agreement for a one 1-year term [base] with up to one (1), [one]-year option extension available. It is not anticipated that this agreement will require extension.

B. Background Information

The Region

The region served by RCTA includes most populated areas within the boundaries of Del Norte County, plus portions of Northern Humboldt County along US 101. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon, and Interstate 5.

Four federally recognized Tribes are in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria, and the Yurok Tribe. They are partners and leaders in advancing regional transportation.

The principal north-south route through Del Norte County is US Highway 101, which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during the winter months. Temperatures increase to 55-65 degrees during mid-summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperature differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

Population

The California Department of Finance estimated the Del Norte County population (non-incarcerated) at 25,474 in 2022. This includes a population of 21,158 within the unincorporated area of the County and 4,316 within the City of Crescent City. The projected population for 2035 is 31,328. An Economic and Demographic Profile is posted on the DNLTC website under the heading Planning Documents: <http://www.dnltc.org/planning>. Populations served by RCTA along US 101 in Northern Humboldt include Orick, Trinidad, McKinleyville, Arcata, and Eureka.

Organization and Management

RCTA is the primary public transit agency in the Del Norte County region. RCTA is governed by a five-member Board of Directors consisting of two members of the Del Norte County Board of Supervisors, one public member appointed by the Board of Supervisors, and two council members from the City of Crescent City.

RCTA delivers its services with a lean and unique staffing structure. There are no employees of RCTA. The Board of Directors hires a consultant or consulting team to manage the agency as the Executive Director, as well as a contract law firm to provide legal services and to take the lead on the periodic procurement of the Executive Director team. The Executive Director team has been the partnership of Joe Rye (TMTP Consulting) and Dan Herron (with other part time team members) since 2016. The TMTP team provides all administration services, including procurement, planning, grants, and marketing and oversight of the private contractor(s) who provide daily operations. Transdev is the current operations and maintenance contractor, having acquired First Transit and its existing contracts in 2023. The current five-year contract with Transdev runs through 2026 and includes all maintenance and operations services, except fuel, vehicles, and administration. RCTA owns its own vehicles and Maintenance and Operations Facility on Williams Drive in Crescent City, on land leased from the Fairgrounds.

To support the development and delivery of the Downtown Transit Center Project, RCTA will engage the services of an outside consultant to provide CEQA (California Environmental Quality Act) and Caltrans-compliant CEQA Project Approval and Environmental Documents to allow the project to obtain certification to move forward into design.

C. Budget

Please provide a cost estimate to perform the described services.

3. **PROPOSAL CONTENT**

A. Scope of Services

The outlined scope of services is provided as Appendix A. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing CEQA project approval documentation; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. Proposal Cover Letter

In order to facilitate Proposer's preparation of its proposal and RCTA's review of same, all proposals must have a consistent font type and size of text; and must be limited to 25 or fewer letter-size pages (8.5 inch by 11 inch), single spaced, single column, excluding the Proposal Cover Form, Letter of Introduction, Table of Contents, resumes of key nominated personnel, and other required appendices and forms. Type style and size for graphics is at Proposer's option, but the font must be clear and legible.

Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between RCTA and the firm selected.

In order to be accepted for evaluation, proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

C. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement) and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C, Insurance Requirements. Proposers must also state in writing that they agree to be bound by their proposal for 60 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

D. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

E. Approach to Providing Services: Team Organization and Management Plan

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Proposer's team's capacity to successfully perform the desired services and include the following:

1. Organization chart showing the proposed team composition.

2. Identification of any and all of the services listed in Appendix A, Scope of Services for which Proposer intends to subcontract, including the intended subconsultant's name, location, key personnel, and their qualifications.
3. Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A.

F. Company Qualifications, Experience, and References

In order to be considered for award of an Agreement, each Proposer must provide information about its company so that RCTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. In addition, the Proposer must have expertise in the tasks specified in Appendix A. RCTA, at its option, may require a Proposer to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Proposers must:

1. Have (through themselves, their team members or their subcontractors/subconsultants) at least five (5) years of experience providing requested services;
2. Be capable of providing the desired services as delineated in the Scope of Services;
3. Have knowledge and understanding of applicable regulations and codes and be familiar with local conditions relating to the project scope and work;
4. Have accounting systems in place to adequately manage state-sponsored cost-type contracts;
5. Have appropriate professional licenses to perform the work.

Additionally, Proposers must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Proposer has provided similar services as those called for in this RFP. Include transportation and governmental agencies, if any. For each submitted reference, Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information. Proposers must also provide the size and structure of their firm as evidenced by an organizational chart, relevant to its client base.

G. Qualifications and Experience of Key Personnel

"Key Personnel" is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by RCTA. Substitution of Key Personnel without prior written approval by RCTA will constitute a breach of the Agreement. RCTA reserves the right to direct the removal of any individual, including Key Personnel.

Each Proposer must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further

described herein and in Appendix A, Scope of Services. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

H. Cost Proposal

Costs shall include, but not be limited to, labor, materials, supplies, taxes, overhead, insurance and profit.

Consultant must provide hourly rates for all personnel that will be utilized on this contract representing Consultant. The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

I. Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any RCTA Board Member from participating in or influencing the decision on awarding a contract with RCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before RCTA or for twelve months following the date a final decision concerning the contract has been made.

J. Licenses and Certifications

Proposer and proposed Key Personnel must hold and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by RCTA.

K. Conflicts of Interest

The firm selected to serve as Consultant through this RFP will not be prohibited from working under separate contracts with RCTA, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in its proposal of its current contracts that involve work with RCTA, including its relationship to RCTA and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of RCTA is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not

knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

4. **SOLICITATION PROCESS**

A. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing to Joseph Rye, Executive Director, at tmtpc consulting@gmail.com. RCTA's written response to Questions and/or Requests for Clarification will be posted on the RCTA website. Please refer to the solicitation timeline in the Letter of Invitation in this RFP for date and time deadlines.

B. Addenda to RFP

RCTA reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.

It is the Proposers' responsibility to monitor RCTA's website on a regular basis. Only signed addenda, issued by RCTA's authorized personnel are binding. Proposers are required to acknowledge receipt of all addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Letter. Proposer's failure to acknowledge in its proposal receipt of addenda may, at RCTA's sole option, cause the proposal to be rejected.

If RCTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that RCTA determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

C. Submission of Proposals

Proposals will be received via email to Joseph Rye, Executive Director, at tmtpc consulting@gmail.com until 5:00 p.m. PST/PDT on May 12, 2025. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

D. Cost of Proposal Development

This RFP does not commit RCTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against RCTA for costs incurred in preparing a proposal and responding to this RFP.

E. Validity of Proposals

Submission of a proposal constitutes a firm offer to RCTA for 60 days from the submission deadline for proposals.

F. Withdrawal of Proposals

A Proposer may withdraw its proposal, without prejudice, by emailing Joseph Rye, Executive Director, at tmtpc consulting@gmail.com prior to the proposal closing date and time. The

withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if RCTA fails to award the Agreement within the proposal validity period prescribed above in Section 4.G., Validity of Proposals, or any agreed-upon extension thereof.

G. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing consultant. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. RCTA intends to award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the Services.

RCTA may reject as non-responsive any proposal that does not include the required documents referenced herein. However, RCTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

1. Selection Committee

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the technical proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

2. Technical Proposal Evaluation Process

The Proposers' technical proposal will be evaluated using the criteria identified below. In ranking proposals, RCTA will consider the proposal material submitted, and any other relevant information about a given Proposer (i.e. references). RCTA will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Technical Proposals will be evaluated based on the following point values:

Responsiveness and Comprehensiveness:	20
Qualifications of Individuals or Firm:	25
Experience/Performance:	25
Proposal Contents/Methodology:	30
Total Available:	100

H. Interviews

Following the initial review and screening of technical proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If RCTA conducts interviews, it will do so with those Proposers found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. RCTA expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

I. Revised Proposals, Interviews and Negotiations

RCTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s) site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of RCTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

RCTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and RCTA may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

J. Contract Award

The Committee will make a recommendation of award of Agreement, if any, to RCTA’s Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by RCTA’s authorized personnel.

The successful Proposer, to whom award is made, must execute a written Agreement for Services on RCTA’s provided form as set forth in Appendix B within 14 calendar days after Proposer receives the form of Agreement for execution.

K. Protest Procedures

RCTA’s contract protest process and procedures are available at:
<http://www.redwoodcoasttransit.org/about-rcta/procurement/>.

L. Ex-Parte Communications

Proposers and Proposers’ representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the authorized personnel named in this RFP until after a Notice to Proceed has been issued by RCTA. There must be no communication with any officer, director, employee, or agent of RCTA, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers’ representatives may not communicate with RCTA’s Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of RCTA during a public meeting.

M. Confidentiality

1. Confidentiality and Waiver of Claims

- i. The California Public Records Act (Cal. Gov. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between RCTA and the Proposer, is a public record that must be made available to the public.
- ii. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that RCTA withhold from disclosure the exempt information by submitting:
 - (a) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
 - (b) a redacted copy of the proposal that redacts the purportedly exempt information; and
 - (c) a separate "confidentiality index" including all of the following information:
 - (i) The section and page number of the proposal where the information is located; and
 - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
- iii. By submitting a proposal, Proposer:
 - (a) consents to the release of the redacted version of the proposal; and (ii) consents to the release of any portion of its proposal not included in the confidentiality index; and
 - (b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.
- iv. If the Proposer does not include a confidentiality index in its proposal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.
- v. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
- vi. A Proposer may not designate its entire proposal as confidential. RCTA will not honor such designations and will disclose submittals so designated to the public without liability to RCTA.

2. Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, RCTA may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

N. Waiver

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

O. RCTA's Rights

RCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of RCTA. This RFP does not commit RCTA to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. RCTA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to RCTA's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. RCTA further reserves the right to reject all proposals and seek new proposals when RCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RCTA.

5. CONTRACTUAL REQUIREMENTS

A. Agreement for Services

The selected Proposer for the provision of the Services will be required to execute an Agreement with RCTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement, identified here as APPENDIX B. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, APPENDIX B, particularly the indemnification and insurance requirements.**

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item. RCTA reserves the

right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

B. Insurance and Indemnification Requirements

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in **Appendices B and C** and provide a statement of Proposer's acceptance and ability to comply.

6. PROPOSAL CONTENT CHECKLIST

Proposal Cover Letter

Include the completed and signed Proposal Cover Letter, including acknowledgement of addenda, if any.

Letter of Introduction, Exceptions to the Agreement and Joint Venture Agreement, if applicable

Reference Section 3.B. Any exceptions must be set forth, if applicable. Reference Section 5.G.

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Reference Section 3.D.

Approach to Providing Services

Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization and management plan.

Team Organization

Reference Section 3.E.

Identification of Subconsultants or Subcontractors

Reference Section 3.E.3.i. Proposers intending to use subconsultants must identify them and include them in the proposal. Use of any and all subconsultants must be approved in writing by RCTA's authorized representative.

Company Qualifications, Experience and References

Reference Section 3.F.

Qualifications and Experience of Key Personnel

Reference Section 3.G.

Cost Proposal

Conflicts of Interest

Reference Section 3.L. Proposer must provide a list in its proposal of its current contracts that involve work with RCTA, including a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

Other Required Documents and Information

Submit all other required documents provided in this solicitation.

7. **APPENDICES**

- APPENDIX A, Scope of Services
- APPENDIX B, Sample Agreement for Services
- APPENDIX C, Insurance Requirements

APPENDIX A, Scope of Services

The proposed project will need to comply with the requirements of the California Environmental Quality Act (CEQA). The Redwood Coast Transit Authority will administer the project contract.

The environmental scope of work includes conducting analyses, investigations, surveys, and technical studies related to the preparation of the appropriate level of CEQA documentation for the project. The environmental consultant team will prepare an administrative draft Initial Study (IS) to identify and determine the extent of, potentially significant environmental impacts resulting from the project. Building on the IS, the consultant will write the appropriate environmental document.

The consultant team shall prepare, post, and file all the appropriate environmental documents for compliance with CEQA, including the following if determined necessary: the Initial Study, the Environmental Document, Notice of Completion, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with OPR and the Del Norte County Clerk. In addition, the consultant team will be responsible for preparing all notices and mailings for SB18 and AB 52.

This phase of the project shall develop environmental documentation needed to construct the Transit Center at 1000 Front St, Crescent City, CA 95531 (K Street and Front Street, a portion of Assessor's Parcel Number 118070025000).

The Transit Center will be constructed at the existing city-owned parking lot on the corner of Front Street and K Street. The parking lot is 1.75 acres. Approximately .75 acres of the lot will be reconstructed to host the new Transit Center with its improved pedestrian facilities and the bus parking and right of way. The buses will enter the facility both off Front Street from the southern end of the parking lot, which will require a widening of the current driveway, as well as from K Street. Planning includes the construction of two large concrete islands, both approximately 30 feet wide at their widest points. The long concrete islands will run parallel with the drive aisle and parking for the buses in between and crosswalks connecting them. The northern island will house the proposed Transit Center facilities, including the public restrooms and the ticket and information kiosk building. The southern island will contain loading and unloading areas for the parked buses and will include passenger shelters/benches. Construction will also include landscaping and installation of outdoor furniture, which will make the Transit Center more comfortable and appealing to those waiting for the bus. The location is owned by Crescent City and will be leased to RCTA through 2045 with options to extend.

PA&ED Services: Perform all responsibilities for environmental documentation and project approval services pursuant Caltrans Local Assistance Procedures Manual and California law including:

1. CEQA documentation, noticing, and filing to the State Clearinghouse for construction of the Transit Center pursuant to the Public Code that went into effect at the start of 2024 ([Link to Bill](#)) and CEQA Statute and Guidelines.

APPENDIX B, Sample Agreement for Services

[NOTE: To update cross references, press Ctrl+A to select the entire document; then F9.]

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This AGREEMENT for Transit Center Project Approvals & Environmental Documents (PA-ED) (Agreement) is entered into by and between the Redwood Coast Transit Authority (RCTA) located at 140 Williams Drive, Crescent City, CA 95531 and [REDACTED] (CONSULTANT, a [STATE] Corporation located at [INSERT ADDRESS] (“the Parties”).

1. SCOPE OF SERVICES

This is an Agreement to provide _ Project Approvals & Environmental Documents (PA-ED) professional environmental consulting services. The CONSULTANT agrees to provide these services to RCTA in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing environmental consulting services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated [REDACTED], which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONSULTANT’s written proposal dated [REDACTED], attached hereto and incorporated herein as Exhibit B.

AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A Insurance Requirements;
- (2) Exhibit A, RCTA Request for Proposals;
- (3) Work Directives/Task Orders, if applicable
- (4) Exhibit B, CONSULTANT’s Proposal including costs/labor rates.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. TERM OF AGREEMENT June 2, 2025 to June 1, 2026

The term of this Agreement will be for a 1-year term commencing upon June 2, 2025 (Effective Date) and ending on June 1, 2026. The CONSULTANT will furnish RCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

RCTA reserves the right, in its sole discretion, to exercise up to 1 one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If RCTA determines to exercise the option term(s), RCTA will give the CONSULTANT at least 30 days’ written notice of its determination.

It is understood that the term of the Agreement and any option term(s) granted thereto as specified herein are subject to RCTA’s right to terminate the Agreement in accordance with Section 23 of this Agreement.

3. CONSULTANT'S REPRESENTATIVE

At all times during the term of this Agreement [INSERT NAME OF CONSULTANT'S REP] will serve as the primary staff person of the CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by RCTA, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

4. COMPENSATION

The CONSULTANT agrees to perform all of the [base] services included in Section 1 for a total not-to-exceed amount of _____ (\$ _____), in accordance with Exhibits A and B. The total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category will be as set forth in Exhibit B [and/or below if inserting payment schedule] [or Attachment if attaching the payment schedule to this Agreement]. RCTA will pay the CONSULTANT in accordance with Section 6.

5. MANNER OF PAYMENT

The CONSULTANT must submit monthly or quarterly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract name, Purchase order #, and RCTA's Project Manager's name. RCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of receipt. RCTA reserves the right to withhold payment to the CONSULTANT if RCTA determines that the quantity or quality of the work performed is unacceptable. RCTA will provide written notice to the CONSULTANT within 10 calendar days of RCTA's decision not to pay and the reasons for non-payment. If the CONSULTANT disagrees with RCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes RCTA's decision to RCTA within 30 calendar days of RCTA's notice. If the CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge RCTA's decision. Final payment will be withheld until the CONSULTANT performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered via email to RCTA as follows:

jeff@greendottransportation.com
tmtpc consulting@gmail.com

The CONSULTANT represents that the CONSULTANT's taxpayer identification number (TIN) is _____ as evidenced by a completed Federal Form W-9.

6. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between RCTA's Project Manager or designee, and the CONSULTANT's _____.

All [other] notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to RCTA: Executive Director
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtpc consulting@gmail.com

If to the CONSULTANT: [Redacted]
Attn: [Redacted]
[Redacted]
[Redacted]
Email: [Redacted]

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONSULTANT will be and are the property of RCTA. RCTA will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to RCTA. If any materials are lost, damaged, or destroyed before final delivery to RCTA, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to RCTA. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

8. CONFIDENTIALITY

Any RCTA materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to

prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of RCTA's Executive Director or designee.

9. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of RCTA, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and RCTA will have no obligation to them.

10. CHANGES

RCTA may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RCTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, the CONSULTANT will so advise RCTA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to RCTA prior to the time that the CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Executive Director prior to implementation of such changes. Failure to provide written notice and receive RCTA approval for extra work prior to performing extra work may, at RCTA's sole discretion, result in non-payment of the invoices reflecting such work.

11. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT will indemnify, keep and save harmless RCTA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a

negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; and

Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RCTA or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

12. INSURANCE

Refer to Attachment A, appended hereto, for the Insurance Requirements.

13. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of RCTA. The CONSULTANT is and will be an independent consultant and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

14. ASSIGNMENT

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of RCTA.

15. LITIGATION SUPPORT

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by RCTA. In the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

16. RCTA WARRANTIES

RCTA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. RCTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of RCTA, RCTA's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for RCTA.

18. WARRANTY OF SERVICES

The CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable environmental planning and engineering services firms at the time the services are rendered. In addition, the CONSULTANT will provide such specific warranties as may be set forth in CONSULTANT's proposal as agreed upon by the Parties.

In the event that any services provided by the CONSULTANT hereunder are deficient because of the CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, RCTA will report such deficiencies in writing to the CONSULTANT within a reasonable time. RCTA thereafter will have:

The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, the CONSULTANT fails to give satisfactory evidence to RCTA that it has undertaken said re-performance; or

The right to terminate the Agreement for default.

The CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to RCTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is RCTA's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, the CONSULTANT's failure to provide timely notice will constitute a waiver of the CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RCTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RCTA due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RCTA, such notice will be given to RCTA prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by RCTA and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, RCTA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

RCTA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RCTA may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of RCTA to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from RCTA to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by RCTA.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that RCTA has specifically directed the CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION

Termination for Convenience. RCTA may terminate this Agreement for convenience at any time by giving **thirty** days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RCTA terminates the Agreement for convenience, RCTA agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from RCTA upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of RCTA upon the effective date of the termination for convenience. The CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RCTA deems

necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, RCTA may find the CONSULTANT to be in default. After delivery of a written notice of default, RCTA may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in RCTA's discretion, provide a plan to cure such breach which is acceptable to RCTA within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, RCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, RCTA may terminate this Agreement immediately without a cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. RCTA agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from RCTA for work performed in full accordance with the terms of the Agreement as of the effective date of termination. RCTA is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of RCTA upon the effective date of the termination for default.

The rights and remedies of RCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit RCTA, the State Comptroller, and their authorized representatives, the California Department of Transportation (Caltrans), or any of their authorized representatives] to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by RCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse RCTA for those costs within sixty (60) days of written notification by RCTA.

24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RCTA deems appropriate.

25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RCTA's Executive Director, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by RCTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

26. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

RCTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, RCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CONSULTANT will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of this Agreement, the CONSULTANT hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this contract:

“The CONSULTANT or subcontractor/subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT or subcontractor/subconsultant 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 RCTA deems appropriate.”

RCTA implements its DBE Policy in accordance with DOT regulations and no contract-specific DBE participation goal has been established for this Agreement. However,] CONSULTANT must cooperate with RCTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE’s participation do not exist.

27. CONFLICT OF INTEREST

General. Depending on the nature of the work performed, a CONSULTANT of RCTA may be subject to the same conflict of interest prohibitions established by - the California Department of Transportation, and California law that govern RCTA’s employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, the CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under RCTA’s Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by RCTA.

No person previously in the position of director, officer, employee or agent of RCTA during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before RCTA, or any officer or employee of RCTA, for a period of one (1) year after leaving office or employment with RCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

The CONSULTANT's duties and services under this Agreement will not include preparing or assisting RCTA with any portion of RCTA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with RCTA. RCTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications is limited to conceptual,

preliminary, or initial plans or specifications. The CONSULTANT must cooperate with RCTA to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the CONSULTANT pursuant to this Agreement.

Organizational Conflicts of Interest. The CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RCTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONSULTANT will not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONSULTANT immediately will provide RCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, RCTA becomes aware of an organizational conflict of interest in connection with the CONSULTANT's performance of the work hereunder, RCTA will similarly notify the CONSULTANT.

In the event a conflict is presented, whether disclosed by the CONSULTANT or discovered by RCTA, RCTA will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. RCTA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the subconsultants and independent consultants used and their employees. The CONSULTANT must provide this information to RCTA upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. The CONSULTANT will retain this record for five (5) years after RCTA makes final payment under this Agreement. Such lists may be published as part of RCTA's future solicitations.

The CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by RCTA in addressing organizational conflicts that arise out of work performed by the CONSULTANT, or to termination of this Agreement for breach.

28. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

The CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against RCTA, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, RCTA may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

The CONSULTANT agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

29. ADDITIONAL REQUIREMENTS. NOT APPLICABLE

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the Parties.

34. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of RCTA.

35. RIGHTS AND REMEDIES OF THE RCTA

The rights and remedies of RCTA provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and RCTA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

REDWOOD COAST TRANSIT AUTHORITY: **CONSULTANT:** (See footnote below)*

* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for RCTA

_____ evidence satisfactory to the RCTA indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

APPENDIX C, Insurance Requirements

The insurance requirements specified in this section shall apply to Consultant/Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms, or corporations that Consultant/Contractor authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”). Consultant/Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages below subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant/Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant/Contractor’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant/Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant/Contractor’s insurance be primary without any right of contribution from RCTA. Prior to beginning work under this Agreement, Consultant/Contractor shall provide RCTA with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

1.) Workers’ Compensation and Employers’ Liability Insurance

- a. Workers’ Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers’ Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant/Contractor’s operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Contractual liability.
 - Personal injury.
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.

3.) **Business Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.

4.) **Professional Liability Insurance**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to Redwood Coast Transit Authority and having minimum limits of liability of \$1 million per claim or occurrence and \$1 million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

5.) **Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement of the property described below:

a. This insurance shall include coverage for, but not be limited to:

- Consultant/Contractor's own business personal property and equipment to be used in the performance of this Agreement.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements section below:

B. ENDORSEMENTS

1.) **Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds Consultant/Contractor and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Redwood Coast Transit Authority, its Board and Agents
TMTP Consulting LLC

Herron Consultants

2.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by Redwood Coast Transit Authority.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the property, Consultant/Contractor shall provide RCTA's Executive Director or designee with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant/Contractor's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to RTCA's Executive Director.

D. GENERAL PROVISIONS

1.) Notice of Cancellation

The policies shall provide that the Consultant/Contractor's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to RCTA's Executive Director.

2.) Acceptable Insurers

All policies will be issued by insurers acceptable to RCTA (generally with a Best's Rating of A-10 or better).

3.) Self-insurance

Upon evidence of financial capacity satisfactory to RCTA and Consultant/Contractor's agreement to waive subrogation against RCTA respecting any and all claims that may arise, Consultant/Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4.) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant/Contractor's personnel and equipment have been removed from RCTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5.) Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall

provide that:

- a. Policy retroactive date coincides with or precedes the Consultant/Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant/Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant/Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.) Deductibles and Retentions

Consultant/Contractor shall be responsible for payment of any deductible or retention on Consultant/Contractor's policies without right of contribution from RCTA.

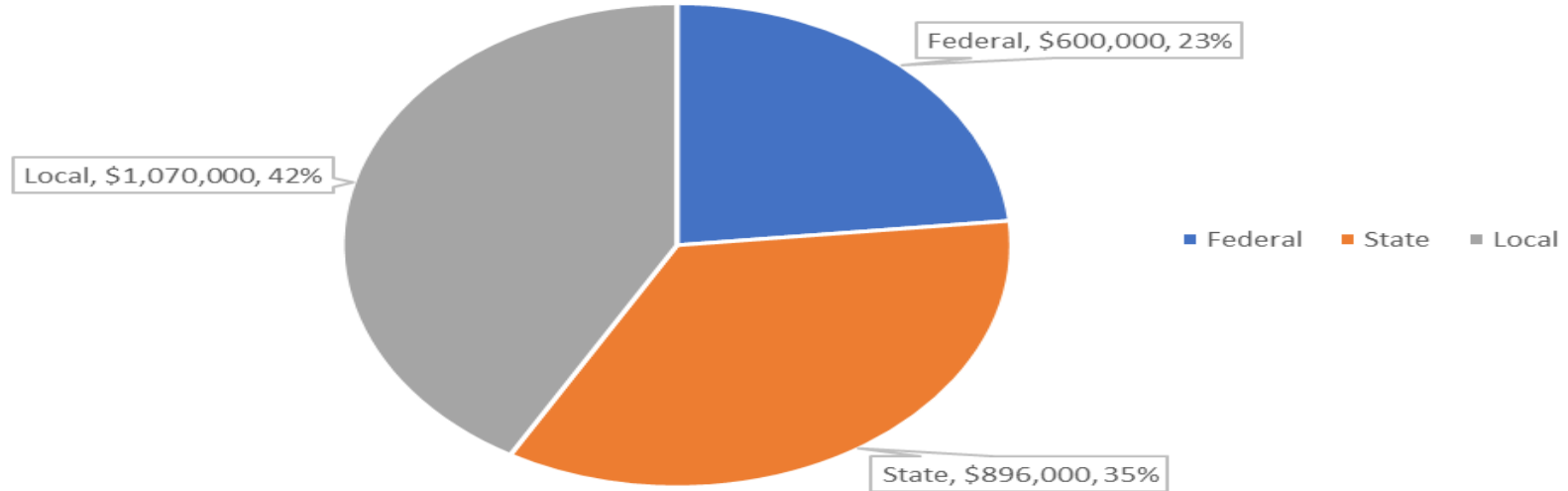
In the event that the policy of the Consultant/Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that RCTA seeks coverage under such policy as an additional insured, Consultant/Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant/Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant/Contractor or subcontractor is not a named defendant in the lawsuit.



RCTA 2025 Financial Outlook

How RCTA is funded, projections for near and long-range funding levels
Forecasting and Speculation

RCTA Funding Mix by Source - Approximate FY 2024-25



- ▶ RCTA Operating Budgets are compiled with funds from local (TDA), state (STA) and some Federal 5311 & 5311(f) funds.
- ▶ Transportation Development Funds (local) increased annually until FY 23-24, then dropped nearly 10% and FY 24-25 not recovering yet, recent economic malaise
- ▶ For capital projects, RCTA uses Federal 5339 funds for bus purchases, STA State of Good Repair (SGR) for bus stops and bus replacement local match, and competitive TIRCP/SB125 funding for three major upcoming projects



Trends within RCTA's Major Funding Sources

- ▶ TDA is RCTA's lifeblood "local" funding, making up 38% of all RCTA operating funds last FY. This fund is volatile, based on sales tax receipts. After rising for a decade, saw sharp drop in last two years. Flat population does not help.
- ▶ State funds (for operating) refer to STA, State Transit Assistance, which is derived from sales tax on diesel fuel. This source was artificially increased by legislative action a few years ago (SB-1) but overall projects to decrease over time with declining diesel fuel sales. Again, flat population works against RCTA.
- ▶ RCTA's federal funds for operations are comprised of 5311, and 5311(f) funds, which have increased modestly in recent years. RCTA receives the competitive 5311(f) funding to operate Route 20, the regional route, plus regular 5311.

ONE TIME FUNDING

- ▶ RCTA received one-time (could apply for more in the future) competitive TIRCP state grant funding. RCTA received \$11.3M to build two major capital projects and a fleet of 10 electric buses. This improves RCTA's financial future as TIRCP does not require local matching funds, but there is no guarantee of future add'tl funding. RCTA must set aside admin resources to write grants to obtain outside funding.

One-time COVID funding (\$2M in total) gives RCTA the ability to operate more service than otherwise possible (operating a deficit) OR bank funds for future capital (most likely) or operating needs. RCTA expects \$1.2M more COVID \$.

RCTA's COVID Funds

- ▶ COVID funds received to date are noted in blue to the right
- ▶ RCTA is limited in its ability to claim these COVID funds due to Caltrans interpretation of FTA law, specifically that FTA money can't be used to match other FTA money
- ▶ This limits RCTA to collect ~\$400k per year in its COVID funds
- ▶ At this rate, RCTA should have another 3 FY of \$400k funds coming (thru 28)
- ▶ If all are banked, and service kept at levels that can be paid for without dipping into reserves, this should bring RCTA reserves towards \$2M
- ▶ "Expiring" COVID funds can be extendable working w/Caltrans. New Federal priorities could change or retract funding.

Name	Expires	Amount
CARES 1	6/30/2024	\$178,284
CARES-F	6/30/2024	\$223,565
CARES 2	6/30/2025	\$348,036
CARES-F2	6/30/2025	\$454,912
CRRSAA	10/31/2022	\$32,929
CRRSAA	6/30/2026	\$475,429
ARPA Recc	6/30/2028	\$601,000
ARPA F Re	6/30/2028	\$208,681
	TOTAL	2,088,058.00


Indicates Received Funds - About 40% of total funds to date

Through February, 2025

66% of Year

Category	Budget	Cost to Date	% Used
Operations--All	1,470,000	649,201	44%
Fuel-All	240,000	113,150	47%
Administration	86,000	41,842	49%
Maintenance	37,492	45,907	122%
All Other	168,892	76,436	45%
TOTALS	2,416,782	1,334,773	55%

Budget VS Year to Date FY 2024-25
July 2024 through February 2025



RCTA operating costs continue to rise (labor and fuel) meaning RCTA will spend more money to provide the same level of services in future

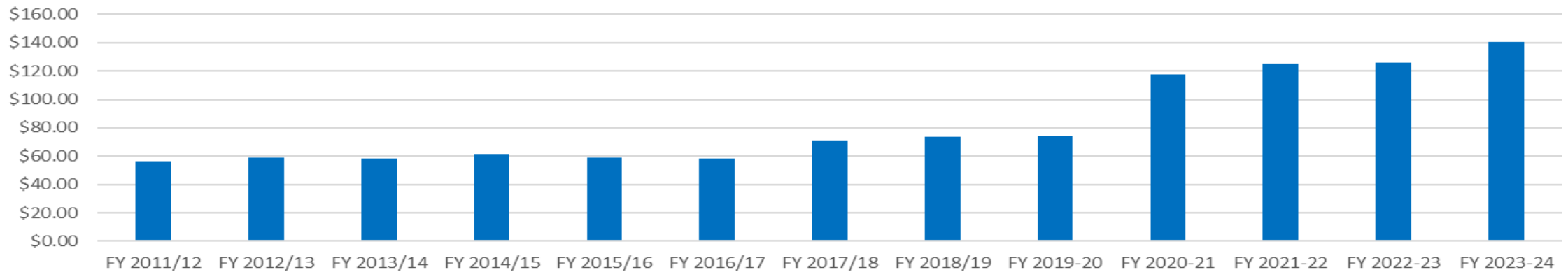
- ▶ Keeping ahead of aggressive statewide minimum wage interventions and competing in the local labor market will lead RCTA's per hour operating cost higher. RCTA cost per hour has more than doubled in last 10 years
- ▶ RCTA contractor wages have already doubled since 2016, just to keep up with mandates and a tight local labor market
- ▶ At current level of service (15,000+ annual hours) every dollar of wage increases annual cost RCTA by \$20k/year
- ▶ As RCTA's upcoming capital projects (EV charging, Transit Center) come online, costs will change, up or down is unclear

Variables Unknown

- ▶ Fuel varies wildly per year, but in general stays high, once RCTA converts much of its fleet to electric buses, that may provide some relief. Currently \$240k/year is fuel costs, may save \$50k?
- ▶ Legislative priorities can change, but new or expanded funding could be directed at public transit by State of CA. However, at this point in time no relief is in sight

RCTA Operations Costs Per Hour 2011-2024

RCT Annual Operation Cost Per Hour 2010-2024



Factors that have driven up RCTA's per hour operating costs:

- Contract labor - avg wage now over \$20/hr, 10 years ago it was \$10/hour
- RCTA has added lots of technology to its operations, some of which drives up operating costs, such as AVL/CAD, on-board wifi, credit card acceptance, tablets on every vehicle
- RCTA as an agency is undertaking major capital projects and the soft costs (planning, engineering, short range transit planning) are NOT excluded from operating costs by DN County Auditor, inflating ops costs
- RCTA admin costs have risen 10% or so in recent years, as Board has directed staff to modernize RCTA to enhance the passenger experience and pursue more discretionary grants. However, billing time to outside projects has reduced RCTA admin costs in FY 23-24 and that trend should continue through FY 2025-26.

Discussion:

Are all in agreement that to survive, RCTA must remain competitive for contractor wages?

RCTA has increased its marketing efforts, increased time seeking grants, participated in regional partnerships, but all of those take admin hours. There is little “fat” to cut either in the lean managerial model, or the Transdev staffing of operations; reducing service is the main tool RTCA has to control overall costs while labor costs rise.

What can we suggest to cut operating costs?



CUT COSTS



INCREASE
REVENUE



UP
EFFICIENCY



RCTA Contractor Labor Rate Situation & Options

RCTA contractor staff desire higher wages, as RCTA's primary contractor (Transdev) struggles to recruit and retain talented operators and maintenance staff. RCTA has reached out to Caltrans seeking permission to amend its current contract with Transdev to increase staff wages.

RCTA Reserve Fund Levels - Can RCTA afford to intervene?

- ▶ Add chart showing reserves over time

- ▶ RCTA has been successful in building its reserves in recent years, due to a combination of quick reactions to outside events, growing TDA funds, plus one-time federal COVID financial assistance.
- ▶ TDA funds have stopped growing for now, dropping in FY 23-24, due to slowed economy.
- ▶ Reserves are needed annually to fund local match for bus replacements, bus stop improvements, and future major capital projects (such as new M&O facility).
- ▶ RCTA has grown reserves to \$551k officially (closer to 850k counting receivable grants), and aspires to double this amount by 2029, but to do so will assume delivering lower level of service, and any new services powered by outside funds.



Can RCTA Intervene on Wages Mid-Contract with Transdev?

- ▶ Caltrans has historically opposed mid-contract wage interventions. Caltrans denied a similar effort by RCTA in 2015
- ▶ RCTA in midst of Year 4 of 5-year base contract w/Transdev
- ▶ Staff and RCTA's attorney are working with Caltrans to seek permission to increase Transdev's variable per-hour billing rate to allow Transdev to increase driver and other wages.
- ▶ RCTA's attorney cites two options in the existing contract language that will allow such a change mid-contract. The first and preferred refers to ability for both parties to adjust the contract at any time, if that is not deemed adequate by Caltrans, the second option will require a small-scale service reduction in 2025 prior to a wage intervention implementation via an amendment to existing contract.
- ▶ If the preferred option is approved by Caltrans, RCTA could execute an amendment to the existing 2022 Transdev contract in the next 2-3 months, increasing staff pay by summer. Should RCTA have to reduce service prior to a contract amendment, this could occur in October.
- ▶ RCTA will have another chance to address wage scale with next contract re-bid, anticipated in late 2026 for January 2027 start.

Transdev Just Implemented Wage Increases Effective January 2025

Operator Number	Position	Seniority Date	Service Years	Dec 2024 Wage	2025 Wage	2025 Increase Amount	2025 Increase %
1	FT Driver	10/13/08	16.44	\$24.40	\$27.00	\$2.60	9.63%
2	PT Driver	03/14/23	2.01	\$19.57	\$23.00	\$3.43	14.91%
3	FT Driver	06/14/24	0.76	\$22.81	\$23.00	\$0.19	0.83%
4	FT Driver	02/09/24	1.10	\$19.10	\$22.00	\$2.90	13.18%
5	FT Driver	06/07/24	0.78	\$17.50	\$21.00	\$3.50	16.67%
6	FT Driver	12/02/24	0.29	\$17.50	\$21.00	\$3.50	16.67%
7	Driver Trainee	01/27/25	0.14	\$20.05	\$21.00	\$0.95	4.52%
8	Driver Trainee	03/17/25	0.00	\$20.05	\$21.00	\$0.95	4.52%
9	Driver Trainee	03/17/25	0.00	\$20.05	\$21.00	\$0.95	4.52%
10	Driver Trainee	03/17/25	0.00	\$20.05	\$21.00	\$0.95	4.52%
							9.00%

Transdev early 2025 wage increases took RCTA Driver Wages range a range of \$17/hr to \$24.40/hr, to a range of \$21 to \$27/hour, with a new average wage of \$22.10/hr.

Transdev RCTA's Current Wage Rates still below DNUSD

- ▶ RCTA has nearly doubled its average driver wage since 2016, but inflation and local labor market competition (DNUSD just raised school bus driver wages again) outpacing RCTA increases
- ▶ Transdev annual cycle of raises elevate RCTA driver average wage to \$22.10/hour *this occurred without RCTA intervention*
- ▶ DNUSD currently starts drivers at \$22.63/hour, and experienced drivers are started at up to \$25.72/hour. Top step DNUSD drivers can make \$29.23. To compensate for the inherent split shifts with school bus operations, DNUSD offers other work to bus operators during the day for those who are willing to do other tasks.
- ▶ To rise equal to DNUSD, even if only temporarily, RCTA needs an increase of \$2/hour beyond the Transdev March 2025 wage scale. To stay above DNUSD possibly until RCTA's next operating contract is bid, a wage increase of \$4/hr might be needed.

Note: Non-driver positions will likely need increases also to stay competitive with drivers, see next slide

Hourly Change	New Avg Driver Wage/hr	~Annual \$ Impact
+\$2/hour	\$xx.xx	\$40,000
+\$4/hour	\$xx.xx	\$80,000

RCTA Transdev Non-Driver Wages Effective January 2025

Non-Operators	Position	Hire Date	Service Years	Current	01/01/25	2025 Increase Amount	2025 Increase %
1	Dispatcher II	12/18/2021	3.25	\$21.34	\$24.52	\$3.18	12.97%
2	Dispatcher II	5/19/2011	13.84	\$26.65	\$27.45	\$0.80	2.91%
3	Service Employee	2/5/2014	11.12	\$25.00	\$25.75	\$0.75	2.91%
4	Service Employee - PT	11/2/2021	3.38	\$20.75	\$21.37	\$0.62	2.91%

- ▶ RCTA has nearly doubled wage/salaries of all positions since 2016, but inflation, minimum wage mandates and local labor market competition have matched or exceeded RCTA efforts
- ▶ Transdev has increased non-driver wages across the board, with biggest increases to individuals who were in most need of raises. It is critical that the office positions remain competitive with driving positions to avoid compaction keep office positions filled.
- ▶ To meet DNUSD, even if only temporarily, RCTA needs an increase of \$2/hour. To stay above DNUSD possibly until RCTA's next operating contract is bid, a wage increase of \$4/hr or more is needed.



How Will RCTA pay for Wage Increases? Obviously, a \$2 intervention is less impactful than a \$4 bump

Service Reduction Options

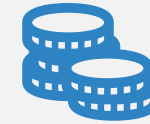
- ▶ RCTA will need to reduce services NOT funded by special outside funding (e.g. Route 20), reductions will have to come from local routes and/or 199, or Saturdays
- ▶ Route 20 likely evolve to 7-day/week service when new funds are obtained (Sundays were/are a big ridership day for Amtrak and Greyhound in the corridor), so removal of Saturday local service that somewhat supports Route 20 may not be ideal.
- ▶ Short Range Transit Plan is being asked to evaluate RCTA's limited reduction options

Other Possible Scenarios

- ▶ North State Super Region (NSSR, the Far North Transit Group) is successful in obtaining new outside funding (beyond existing 5311(f)) and RCTA gets another \$300k/yr, this more than pays for third daily trip to Eureka paid for all year round
- ▶ Current fuel (gas & diesel) varies per year; once RCTA converts much of its fleet to electric buses (partial by 2027), the net difference in electric bills versus fuel invoices may provide relief. Currently \$240k/year is fuel costs. Range save ~\$50k/yr?
- ▶ Legislative priorities can change, but new or expanded funding could be directed at public transit. At this point nothing in sight and state is in a bad spot financially.
- ▶ RCTA Contractor maintenance staffing could be reduced back to historic level, eliminating the Shop Tech and Utility positions, but this is not recommended,

Conclusion

- ▶ For RCTA to survive in competitive local labor market, must stay even or higher than DNUSD school bus in wages, as DNUSD fringe benefits are superior (PERS)
- ▶ With DNUSD paying \$22.63/hr to start, more for experienced drivers, RCTA needs build on recent raises implemented Transdev wages. Staff feels a \$2/hr intervention in 2025 would be adequate for now. Additional increases in out years are likely needed.
- ▶ Staff recommends “right sizing” RCTA services to current funding levels, rather than operating at a deficit, so some cuts will need to be made effective FY 25-26 to balance expenditures with revenues
- ▶ The problem is, RCTA has already right sized itself during the pandemic, there are few options remaining that will not compromise the system usability or contradict other service efforts such as the North State Express. SRTP to focus on this conundrum
- ▶ If Caltrans approves a mid-contract wage intervention in 2025, its likely they would approve another intervention as part of execution of available option years in existing Transdev contract (2027 & 28)



CUT COSTS



INCREASE
REVENUE



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RCTA Temporary Transit Hub Relocation in 2025 Options

Enhancing Rural Transportation by Connecting Communities

City Front Street Improvements Project about to Renovate Area where RCTA has its transfer hub at the Cultural Center - Summer 2025

- *RCTA will have to temporarily relocate its transfer activity during City Front Street construction project*
- *RCTA working with City to integrate southerly portions of the future transit center bus bays into the scope of City's 2025 construction project, this avoids wasted efforts and constructs a "starter" transit center at future location*
- *RCTA will be able to occupy and begin using its new downtown transit center location for passenger transfer activity late in 2025 after City project completes*
- *RCTA needs to relocate its Cultural Center transfer hub operations out of the construction area by no later than June 2025*
- *Planning has begun on an alternative temporary transfer hub to anchor route activity during the 6-month or so construction period before RCTA can move to K/front location*

Locations considered for Temp Transfer Point

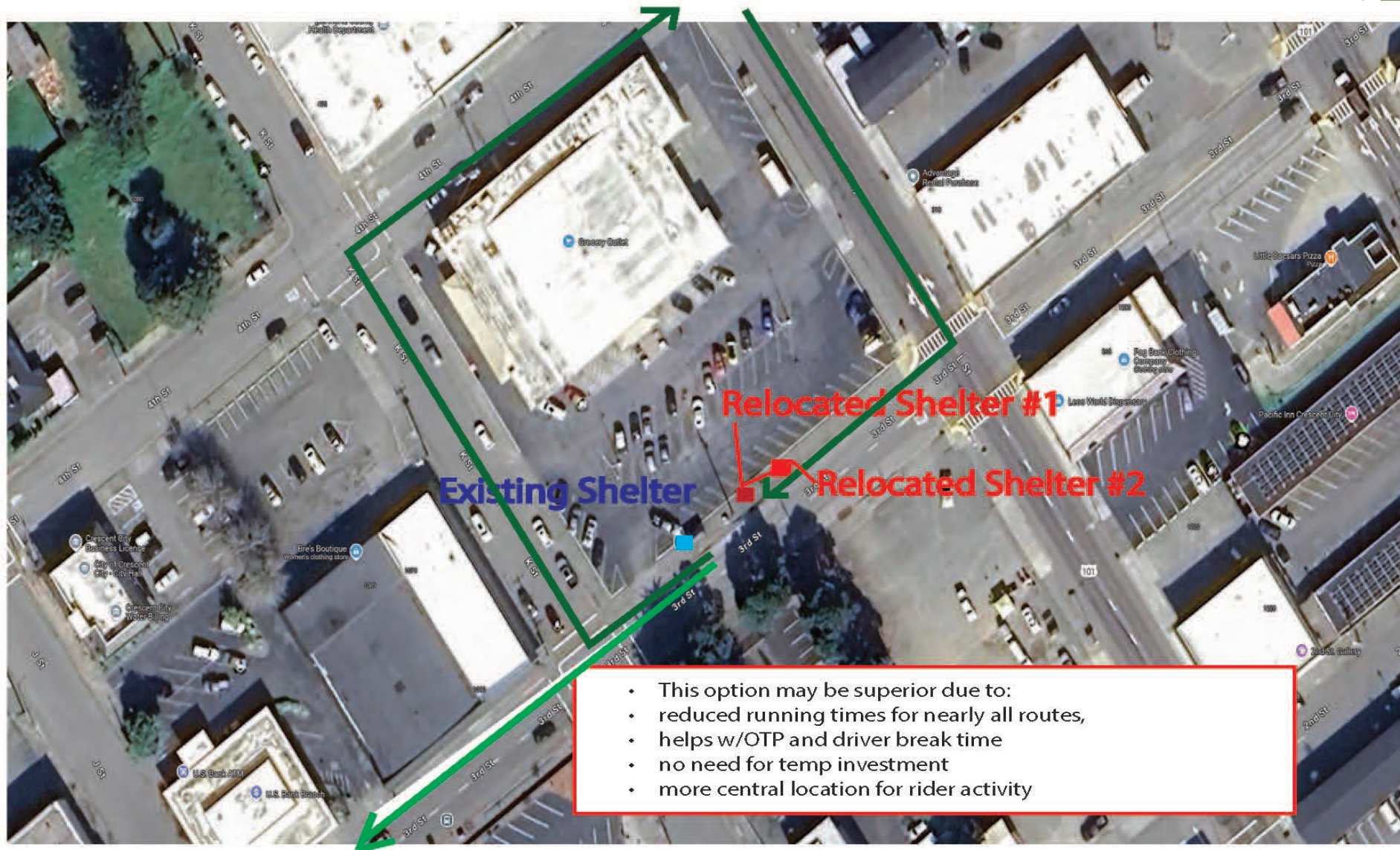
3rd and K - Grocery Outlet

- ▶ Long stretch of red-curbed existing bus stop facing west on 3rd
- ▶ Already served by multiple RCTA routes, just 2 blocks from Cultural Center site
- ▶ Easy to implement, very minor shortening of routes, in center of downtown
- ▶ One shelter and existing busy bus stop at this location, just add another shelter
- ▶ Accessible sidewalk, 4 way stop to west, may need to remove 3-4 K Street parking spots

Front Between H and I Street

- ▶ Off-Street location on the north side of Front, between H and I Streets, next to Surf Apartments
- ▶ Plenty of room but accessibility issues will require some investment (construction) ASAP which could easily cost \$100k or more for curb extensions
- ▶ Further from shopping and other US 101 area destinations, may harm route on-time performance

Preferred Location: 3rd and K



Recommendation(s)

- ▶ Identify the existing RCTA bus stop at 3rd and K as the Temp Transit Center and prepare to relocate transfer point operations to 3rd when City issues Notice to Proceed to its Front Street construction contractor.
- ▶ Should have neutral or positive impact on route performance, as the location will shorten more routes than it extends, most likely saving a minute or so on most routes.
- ▶ Relocate both shelters from the Cultural Center existing hub up to this stretch of curb for maximum rider protection as space allows
- ▶ Further from public restrooms is a negative, approach Grocery Outlet and see if a restroom can be made available for RCTA drivers and preferably the public.
- ▶ If Grocery Outlet will not support restroom access, we can rent a portable and place there for the temporary period.

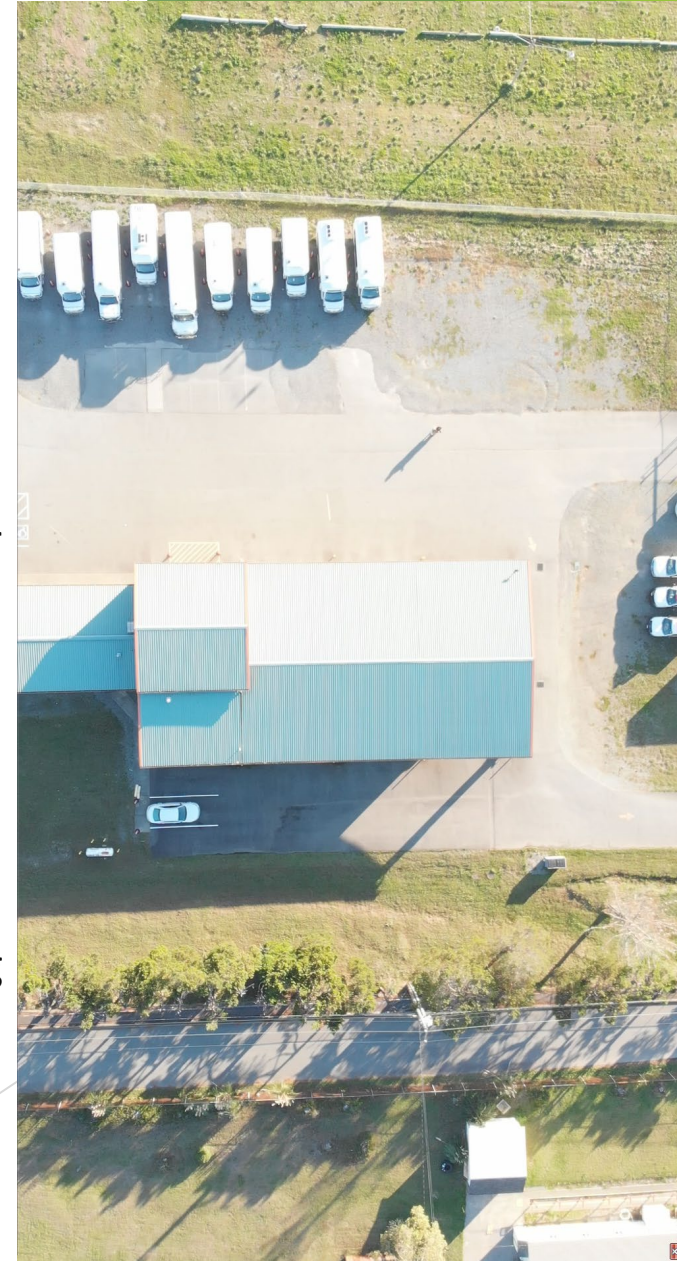


RCTA's Maintenance & Operations Facility Location: Future options

Enhancing Rural Transportation by Connecting Communities

Happy Birthday RCTA! RCTA is 20 years old and so is its only Facility - the Maintenance & Operations Facility at 140 Williams Drive

- The RCTA M&O Facility is a purpose-designed metal building on a 1.23acre ground leased parcel owned by the Fairgrounds (State of CA)
- The building is already at the age where it is showing its age, with repairs needed more regularly to maintain function and upkeep (recent I-beam repairs, bay doors)
- The building works well for bus operations, while not perfect, having 4 bays, room for indoor bus storage, and a covered bus wash area allows easy operations
- RCTA just extended its ground lease for another 20 years, to expire in 2044 but there are terms that would allow either party to terminate the lease sooner
- Ground lease costs are established in the 2004 lease, with escalators that increase rent annually and adjust to CPI every 4-5 years. RCTA now pays ~\$40k/yr
- The imminent investment in EV charging equipment, paving and upgrading of parking lot sinks significant grant funding into the facility (\$3.5M)
- Even with the commitment to use the grant funds to improve Williams Drive, is it prudent to think about obtaining a property that RCTA would own and relocate operations someday?



Alternatives - Stay on Lease or Find Own Place?

- ▶ RCTA could build reserves as a focal point, saving up funding to 1) purchase a property with an existing building or 2) a vacant parcel, then design and build a similar facility as it has today but on its own land, ideally out of inundation zone.
- ▶ Find an existing suitable property - possible but no guarantee
 - ▶ Would likely be a former combination office warehouse, fleet facility
 - ▶ Ideally on the north side of town, off Northcrest or Washington
 - ▶ May not find a suitable property in RCTA's price range - again RCTA reserves are critical to meeting local match needs for buses and increasing operating costs
- ▶ Find a vacant parcel to design and construct a RCTA-specific new facility
 - ▶ Would need to engage a real estate agent, again focusing on the north side (out of tsunami inundation zones) looking for parcel at least as large as current leasehold
 - ▶ Might take many years to find and purchase the property, then design the facility and finally construct a new M&O Facility - but RCTA has time, funding could be challenge

Pros and Cons of Current Ground Lease Situation and Fairgrounds Location



Pros

- ▶ Established location - no complaints from neighbors about traffic
- ▶ Known ground lease costs (\$40k/year), but those will increase soon
- ▶ Facility designed for bus operations - generally a good home for RCTA
 - ▶ Significant investment in initial building (2004) and now EV Charging Infrastructure (2026) and upgraded parking lot, mostly lost if we relocate away from the facility.
 - ▶ Fairly decent access to Downtown Transit Center for deadhead movements (shuttling of buses and drivers to revenue service)

Cons

- ▶ Ground lease and State ownership of parcel limits RCTA flexibility, for example must get State permission to alter ground lease and build the EV Charging Stations Project
 - ▶ State will amend the ground lease in 2025 to enlarge lease hold and increase rents - EV Charging Infrastructure preliminary engineering indicated need for slightly more land
 - ▶ State could interfere or stop RCTA from building EV Charging Station Project
 - ▶ Money spent on lease annually could be avoided if RCTA owned its own land



Discussion of Financial Impacts of Another Location

- ▶ How many years can RCTA expect to get from current building before needing a major building replacement/renovation project? Imminent TIRCP project not allowed to fund upgrades of the building. If a new building were needed by 2044, would RCTA want to extend the Ground Lease another 20-40 years or find a new location for the build?
- ▶ While \$40-50k per year is not a huge amount, it would be ideal to NOT have to pay the lease costs into perpetuity but rather invest in property that RCTA can own outright & have full control over. Saving \$50k/year could help RCTA operating budget constraints.
- ▶ After the current (receiving \$400k/year in one-time COVID relief funds) window of time, it may be extremely difficult to bank enough money each year to sustain operations and provide local match funds for bus replacements. Current window of COVID funding offers best chance
- ▶ Its possible that a competitive grant could be obtained to help fund the design and construction of a new facility at a new location but that is not very likely, non-passenger facilities struggle to score high enough to receive funding (historically). It would help if RCTA were able to purchase the land prior to seeking grants to help build/rebuild a facility
- ▶ Could start slowly exploring this option (engage a realtor) and report back, or does the Board wish to not act at all on this, or prioritize this and put high level of effort into this?



Conclusion - Appropriate Level of Planning for Future

- ▶ Should RCTA aggressively continue to build reserves to develop ability to acquiring its own property in the future?
- ▶ A starting point might be a snapshot of available properties in the search area now, to get an idea of price and selection?
- ▶ How long might it take, and how frugal will RCTA have to be in order to maintain acceptable levels of service while building reserves in order to purchase a property?
- ▶ Existing Ground Lease with Fairgrounds, extended to 2044 and in the process of expanding the leasehold area (slightly) allows for either party to terminate the lease with 6 months notice.
- ▶ Discussion



Redwood Coast Transit Authority & North State Express

A Regional Collaboration for Sustainable Transit

Joe Rye, Executive Director
April 2025

Why Regional Collaboration Matters

- **Regional connectivity:** Facilitates seamless transit between Ukiah, Santa Rosa, and Crescent City.
- **State Perspective:** Recognized by Caltrans as essential for creating integrated, sustainable rural transit networks.
- **Funding opportunities:** Regional collaboration enhances RCTA's position for future state funding.

North State Express Network

- ▶ Improved rider experience (seamless transfers)
- ▶ Expanded mobility and accessibility for rural residents
- ▶ A sustainable replacement for lost Greyhound service
- ▶ Great example of regional cooperation & partnership



Key Points to Make North State Express Work

▶ Scheduling Collaboration:

- ▶ Aligning schedules between participating agencies so that rider transfer windows are an efficient 15 minute window (Eureka & Ukiah)
- ▶ Currently NSX is the early AM southbound trip of Route 20, plus the late afternoon northbound trip. Partners seeking outside funding to add second daily round trip, easily could be our (summer) mid-morning southbound trip plus a new mid-afternoon northbound trip leaving Eureka around 3pm
- ▶ Sunday service would fully replace Greyhound, and is part of all funding efforts, as Sunday was one of Greyhound's most productive days of the week in the corridor

▶ Fare Structure:

- ▶ Potential alignment can enhance ridership, equity, and operational simplicity.

▶ Advocacy and Funding:

- ▶ Board support to explore and decide on regional fare alignment.
- ▶ Continue active collaboration with rural partners for funding and operational improvements.

Fare Structure Alignment Situation

Initially the partners planned to adopt RCTA's complex but innovative regional fare model - a distance-based fare structure costing approximately \$2 per zone with six zones between Smith River and Eureka. However, now a simpler, flat fare is desired.

▶ Current Issue:

- ▶ Growing fare differences between RCTA and partner agencies.
- ▶ Concern: Potential short-term decrease in farebox revenue.

▶ Proposed Solution:

- ▶ Adoption of uniform \$2 fare model (already adopted regionally by partners).
- ▶ Simplified rider experience across multiple transit agencies.

Benefits of Fare Alignment

Enhanced Rider Experience:

- ▶ Simpler transfers and easier payment options.
- ▶ Improved affordability, equity, and accessibility, *especially for low-income customers, which are the majority of riders.*
- ▶ All agencies already support contactless tap-to-pay (credit/debit card, smartphones).

Operational Benefits:

- ▶ Simplified fare collection and operational efficiency.
- ▶ Reduced confusion and increased ridership potential.

Financial Outlook:

- ▶ Short-term farebox recovery negative impact.
- ▶ TDA minimum rural farebox recovery percentage (10%) not being met in most areas, and talk of permanent revision to some other efficiency metric.
- ▶ Opportunities for offset of lost fare revenue from increased ridership growth and customer satisfaction.

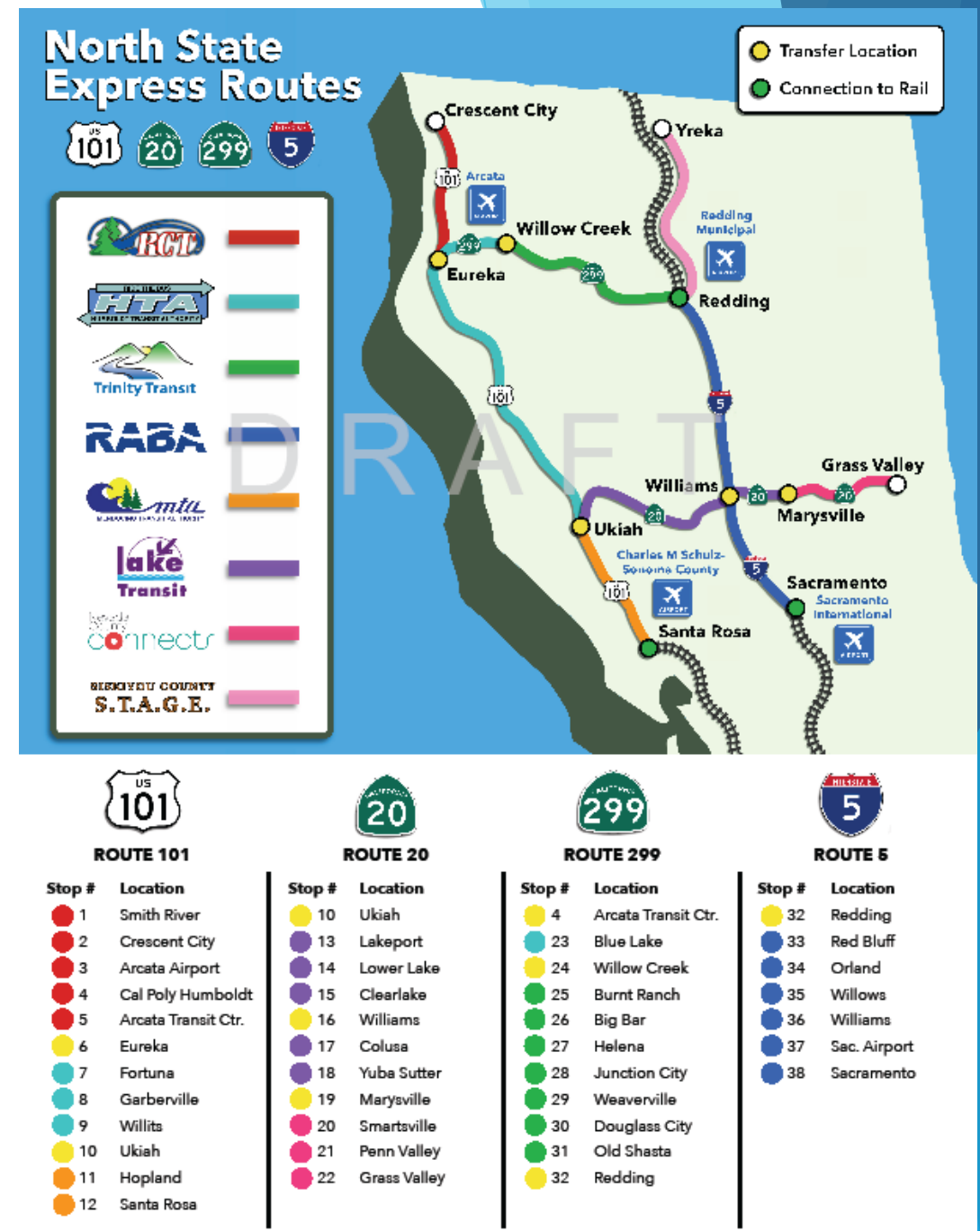
Next Steps & Call to Action

- ▶ **Regional Collaboration:**
 - ▶ Continue to participate actively in NSX planning and governance meetings.
 - ▶ Adopt an MOU or other document formalizing partnership when ready
- ▶ **Fare Structure:**
 - ▶ Potential alignment can enhance ridership, equity, and operational simplicity.
 - ▶ Consider impacts in the current Short Range Transit Plan
 - ▶ Network at state level to seek relief from the 10% farebox recovery standard, Evaluate if the farebox recovery ratio minimums will ever be enforced again?
 - ▶ If RCTA is willing to accept an annual reduction in fare revenue in the range of -\$50k, less how many new trips are willing to travel via Route 20 at a lower, flat fare, RCTA could adopt new regional flat fare structure this summer.
- ▶ **Next Steps:**
 - ▶ Board support to explore and decide on regional fares alignment (flat fare).
 - ▶ Continue active collaboration with rural partners for funding and operational improvements leading to e-ticketing, branding and marketing campaigns.



Map at right shows extents of North State Express - including new east-west connections and I-5 Services

Thank You -Any Questions?





CTSA Status Report

Consolidated Transportation Services Agency (CTSA)

Redwood Coast Transit CTSA Annual Update

What is a CTSA? How much \$ does RCTA get to provide CTSA Services?

- ▶ California Legislation passed AB 120 in 1979 to support social service transportation to supplement public transit
- ▶ Up to 5% (max) of annual Transportation Development Act (TDA)\$ could be used to fund CTSA activities, such as transport for seniors, people w/ disabilities, veterans, and low-income residents. In Del Norte County, all TDA money that does NOT go to the CTSA goes to RCTA's main operating budget. RCTA CTSA funds ~\$40k/year
- ▶ If another entity were to be named CTSA for Del Norte, then RCTA would lose this funding
- ▶ In addition to projects noted above, CSA's provide information about transportation options to social service agencies to improve access to their services, often through hosting meetings.
- ▶ CTSA's support social service transportation through assistance with vehicle maintenance, driver training, alcohol and drug testing service, vehicle acquisition, and preparation for CHP inspections.



RCT's Current CTSA Services (date started)

- ▶ Mobility Training for RCT fixed route services (2020)
- ▶ Eligibility Screening for ADA Paratransit (2020)
- ▶ Call Center phone service to share all transportation options (2023)
- ▶ Community meeting to look for ways to improve coordinated social service transportation (2023)
- ▶ Reduced fares for veterans (2023)
- ▶ New, additional demand response service for seniors, veterans, riders with disabilities (TBD if \$ allows)

RCTA CTSA Services in Progress in FY 2024-25

- ▶ Develop a print/web guide to all transportation services in Del Norte County
- ▶ Develop resources guide (print/web) for driver training, vehicle maintenance, drug test programs, vehicle acquisition, and CHP Terminal Inspections to distribute to social service agency partners
- ▶ Promote coordination of transportation between social service agencies, private operators, and tribal transportation services via quarterly meetings of the DNTAP
- ▶ Add CTSA page(s) to the RCT Website (transport guide, SS agency supports)
- ▶ Undertake a planning process to consider a “RCT Senior Shuttle” with door-to-door service for residents 60 years and older with a reduced rate. This would be akin to the Airport Shuttle, but for non-disabled seniors, with a fare lower than \$6

CTSA Road Forward

- ▶ With CTSA funding carved out of RCTA's TDA funds, and RCTA facing a challenging funding future due to rising labor costs, perhaps a pause after implementation of most FY 2024-25 CTSA projects?
- ▶ Continue to expand the mobility training by holding zoom classes with social service agencies in the community
- ▶ Encourage social service agencies to share their transportation resources for rides that cannot be provided by public transportation, coordinate efforts to extent possible w/ltd budget
- ▶ Provide educational resources to improve social service agency services
- ▶ Review the CTSA progress each year and establish new goals as funding outlook evolves
- ▶ Evaluate data from a planning process to consider a "RCT Senior Shuttle" with door-to-door service for residents 60 years and older with a reduced rate. This could rotate to different parts of the County on different days of the week, as there are needs in the rural areas.



Questions?

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March 24, 2025

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager



SUBJECT: Discussion of FY 2024-25 Year-to-Date Budget & Draft Fiscal Year 2025-26 Budget

RECOMMENDATION:

Discussion only.

BACKGROUND:

RCTA faces a fiscal year 2025-26 that projects to be very busy, with revenues and expenditures both near all-time highs. The revenues are down from recent highs, including TDA (Transportation Development Act) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds, both of which have dropped notably after hitting recent all time highs. TDA LTF funds are down due to a slowing economy. RCTA still lacks sufficient capital-specific funding, outside of project-specific discretionary grants, but this has been alleviated in the short term by the landing of over \$7M in competitive TIRCP funds plus the SB 125 funding programmed by the State to alleviate lingering COVID pandemic financial impacts.

RCTA has maneuvered through the tumultuous COVID-19 years to emerge from the pandemic with an increased amount of money in reserves. While the FY 2023-24 audit pegged RCTA cash reserves at \$551,611. Staff feel actual reserves are higher than that, as several federal reimbursement checks had not come in at the time of the audit. RCTA will continue to draw approximately \$400k in one-time pandemic funds each year over the next 4 fiscal years.

DISCUSSION:

DNLTC has not yet received its projected FY 2025-26 TDA funding estimates, but anticipates fund estimates that will be down from the prior year, which came in lower than expected. For the sake of this preliminary budget exercise, RCTA assumes funding at 10% below last years figures. The assumed sum available to RCTA (\$700,000 est.) includes funds taken off the top for DNLTC audits and RCTA's CTSA program, plus \$282,065 in STA funds.

These funds materialize as follows:

1. DNLTC is provided annual TDA LTF estimates by County Auditors Office each spring.
2. From these estimates (of the following fiscal years sales tax proceeds) RCTA stakes its annual TDA claim and builds its annual budgets.
3. Should sales tax proceeds (actuals) come in OVER the County Auditor's estimate, a surplus is formed that once verified in the subsequent DNLTC audit, and this "spillover" becomes available to program for "one-time" claiming by RCTA (and others such as the

City and County for Bike and Pedestrian projects) one full year after the surplus fiscal year. The surplus is added to the projected next year's base funds and both are available to claim 2 years later.

On the STA side of TDA, the economy performed worse than anticipated in FY 2023-24, creating a significant drop in STA funds claimable in FY 2025-26. STA base funds dropped to \$282,065.

Highlights of the Preliminary FY 2025-26 Budget include:

- RCTA budget now includes 3 Funds: Fund 645 (RCTA Main), 691 CTSA, 693 TIRCP/SB 125 Capital Projects.
- Small increases in most line items to avoid constant budget adjustments required by Auditor's Office whenever an individual line item goes over budget.
- Assumes a robust summer schedule from June 1 through September 30, and then a lower revenue (service) hours winter schedule from October through May.
- Projects a significant revenue decrease in TDA LTF and STA –down \$200k from FY 24-25.
- FY 25-26 will be another very active year of capital project expenditures – multiple bus replacements programmed as well as funding of project development phases for RCTA's two major capital projects: design of the Williams Drive Electric Bus Charging Project and PA/ED (Environmental) approvals for the Downtown Transit Center.
- Includes service platform consistent with FY 2024-25 in revenue hours
- Assumes a full academic year of PM Route 300 school tripper service
- Assumes 6 days per week service year-round, except Routes 1, 3, and 199
- Maintains stable advertising revenue and transit manager line items w3% inflate
- Assumes fuel prices remain high – consistent with figures budgeted in FY 2024-25
- Fund 693 Includes funds for Final Design for Williams Drive EV Charging Stations and Environmental documentation plus some Final Design for Transit Center
- Includes some funds for bus stop improvements – Simme Seat installs, signs and posts
- Fund 691 contains funds to operate the South Oregon Shuttle (assumes continued partnership with DN Healthcare District), conduct ADA evaluations, offer transit travel training, staff the call center, and update the CTSA services webpage
- Assumes that RCTA has to tap into some of its one-time COVID-relief funding to balance the budget, due to increasing costs versus declining TDA revenues.

FY 2025-26 Draft RCTA Main Budget - March 19, 2025

	FY 24-25 Adopted Budget	FY 24-25 Year to Date Actual 2/25	FY 25-26 Draft Budget	Notes
REVENUE				
<i>Local Transportation Revenues</i>				
Passenger Fares	\$120,000	\$ 30,613	\$132,000	1
5311(f) Route 20 Passenger Fares	\$40,000		\$48,000	
Auxilliary Transportation (Advertising) Revenue	\$17,431		\$17,431	2
<i>Local Cash Grants & Reimbursements</i>				
TDA Article 4 Local Transportation Fund	\$741,396		\$700,000	3
TDA Article 4.5 LTF CTSA (see Fund 691)	\$0		\$0	4
<i>State Cash Grants & Reimbursements</i>				
State Transit Assistance	\$508,196	\$ 100,495	\$282,065	5
Proposition 1B PTMISEA (carryover balance)	\$75,000	\$ 75,000	\$0	6
SB-1 State of Good Repair (bus stops fund balance)	\$86,000	\$ -	\$40,000	7
SB-1 State of Good Repair (bus replace fund balance)	\$136,595	\$ -	\$185,514	7
Low Carbon Transit Operations Program (LCTOP)	\$101,500	\$ -	\$86,632	8
LCTOP (Capital - Electric Bus)	\$185,056	\$ 185,056	\$185,056	9
VW Settlement Fund Capital (electric bus purchase)	\$160,000	\$ 160,000	\$160,000	10
Caltrans Sustainable Communities (SRTP Planning)	\$134,000	\$ 99,065	\$18,000	
TIRCP Funding - Transit Intercity Rail Cap Projects	\$0	\$ -	\$0	
<i>Federal Cash Grants and Reimbursements</i>				
Section 5311 -Operating	\$254,998		\$254,998	
Section 5311 - CARES Act/CRRSSA COVID Operating	\$400,000	\$ 380,965	\$400,000	11
Section 5311-F Operating	\$300,000	\$ 300,000	\$300,000	12
<i>Federal FTA Capital Funds</i>				
Section 5339 Capital (formula + discretionary)	\$800,000	\$ -	\$1,274,478	13
Section 5310 Capital (discretionary)	\$0	\$ -	\$0	14
TDA Reserves Allocation to Operating	\$0	\$ -	\$0	
TOTAL REVENUE	\$4,060,172	\$ 1,331,194	\$4,084,174	
TOTAL OPERATIONS REVENUE	\$2,617,521	\$ 812,073	\$2,221,126	24
TOTAL CAPITAL REVENUE	\$1,442,651	\$ 420,056	\$1,845,048	
OPERATING EXPENSE				
20120 Communications (SIM cards, AVL/CAD fees, support)	\$60,000	\$ 17,360	\$62,000	15
20170 Maintenance - Buses and Shelters	\$37,492	\$ -	\$0	
20200 Memberships & Dues	\$1,200	\$ 933	\$1,300	
20221 Printing	\$500	\$ 51	\$200	
20229 Short Range Transit Plan Expenses	\$150,000	\$ 99,065	\$49,000	
20231 Misc Dept Services (website, GTFS, Alarm Svcs)	\$10,000	\$ 1,168	\$12,000	
20233 Management Contract	\$86,000	\$ 41,842	\$86,000	
20235 Accounting Services and Audits	\$20,000	\$ 3,537	\$20,000	
20236 Legal Services	\$19,000	\$ 18,992	\$22,000	
20237 Marketing & Planning Expenses	\$19,000	\$ 7,057	\$15,000	
20242 O&M Contract - Local Fixed Route	\$720,000	\$ 345,365	\$700,000	16
20243 O& M Contract - Smith River/ Arcata Intercity Route	\$750,000	\$ 303,836	\$625,000	17
20245 O& M Contract - Dial A Ride	\$250,000	\$ 131,439	\$275,000	18
20244 Advertising, Brochures, Printing	\$20,000	\$ 11,017	\$20,000	
20280 Special Dept Expenses (CalACT Coop Purchase Fees)	\$18,000		\$19,000	
20297 Fuel	\$120,000	\$ 56,575	\$100,000	
20297 Fuel - Smith River/Arcata Intercity Route	\$120,000	\$ 56,575	\$100,000	
30410 Lease Expense	\$38,192	\$ 23,378	\$42,000	
TOTAL OPERATING EXPENSE	\$ 2,439,384	1,118,190	\$ 2,148,500	24
CAPITAL EXPENSES - Fund 645 (Reimbursement Based - Only happens if project happens)				
TIRCP	Williams Drive Charging Stations (PS&E- Design)	\$0	\$0	
FTA 5339	Replace 7 Buses - (5339, VW & Local Funds)	\$1,125,000	\$1,699,000	20
TIRCP	Transit Hub Downtown Transit Center (PA-ED)	\$ -	\$ -	22
CAPITAL EXPENSES - Fund 645 RCTA General Fund (Reserves)				
40621	Security Improvements	\$ 50,000	\$ 25,000	
40620-418	Radio System On Board Comms	\$ 15,000	\$ 12,000	21
40610-200	Facility Improvements (generator install, misc)	\$ 60,000	\$ 30,000	
CAPITAL EXPENSES - RCTA Special Funds				
697-SGR	Bus Stop Shelters and Signage (SB-1 SGR)	\$ 60,000	\$ 40,000	
695-LCTOP	Electric Bus Charging (PA&ED, Design, Equip)	\$150,000	\$100,000	19
TOTAL CAPITAL EXPENSE	\$ 1,460,000	\$ -	\$ 1,906,000	
TOTAL EXPENDITURES	\$ 3,899,384	\$ 1,118,190	\$ 4,054,500	
	Increase (decrease) for TDA Reserves	\$ 160,788	\$ 29,674	23, 24

FY 2025-26 Draft RCTA CTSA Budget - March 19, 2025		FY 24-25	FY 24-25	FY 25-26	
		Adopted	Year to Date	Draft	
CTSA REVENUE (691-018-9xxxx)		Budget	Actuals 2/25	Budget	Notes
<i>Local Transportation Revenues</i>					
91060	Passenger Fares	\$5,000	\$320	\$2,500	1
<i>Local Cash Grants & Reimbursements</i>					
90621	TDA Article 4.5 Local Transportation Fund CTSA	\$39,021	\$58,853	\$30,000	2 TDA \$\$ down, fund transfers from DNLTC behind schedule, will catch up at FY end
Totals		\$44,021	\$59,173	\$32,500	
CTSA OPERATING EXPENSE (691-018-xxxxx)					
20232	Data Processing - Software	\$ 5,000	\$ 4,800.0	\$ 5,000	3 covers the ADA Eligibility & Travel Training software license
20233	Management Contract Labor (ADA Eligibility)	\$ 6,000	\$ 3,103.0	\$ 6,000	3 CTSA status white paper in progress, budget for more of RCTA admin next year
20235	Accounting Services and Audits	\$ 500	\$ -	\$ 500	depending on how we run them in for the new ID card, might adjust 20233 or 20242?
20236	Legal Services	\$ 500	\$ 200.0	\$ 500	
20237	Planning & Marketing Expenses	\$ 1,000	\$ -	\$ 500	4
20242	Operations & Maintenance Contract	\$ 27,000	\$ 5,434.0	\$ 20,000	5
20221	Advertising & Printing	\$ 1,000	\$ 353.0	\$ 500	6
20280	Special Dept Expenses (CTSA)	\$ 500	\$ -	\$ 500	7 GetGoing Software annual license fees
20239	CTSA Fuel	\$ 7,521	\$ -	\$ 4,000	8 need to work with Ops to isolate vehicle fuel use for CTSA, designate CTSA vehicle(s)
Totals		\$ 49,021	\$ 13,890	\$32,500	
Balance Returned to DNLTC for reprogramming - no reserve		(\$5,000)	\$45,283	\$0	9 will be returning approximately \$16k in CTSA TDA to DNLTC for future reprogramming

FY 2025-26 Draft RCTA Fund 693 Capital Projects - March 17, 2025	FY 24-25	FY 24-25	FY 25-26	
	Adopted	Year to Date	Draft	
<u>SB125 TIRCP REVENUE (693-018-9xxxx)</u>	Budget	Actuals 2/25	Budget	Notes
SB 125 Funding	\$1,825,253	\$1,825,712	\$1,525,000	1
<i>interest earned</i>	0	\$ 10,459	\$10,000	
90621 TIRCP Funds Reimbursements	\$30,000		\$670,000	
Totals	\$1,855,253	\$ 1,836,171	\$2,205,000	
<u>SB 125 TIRCP EXPENSE (693-018-xxxxx)</u>				
20120 Communications	\$500	\$ -	\$1,000	2
20230 Project Management (was 20233)	\$202,000	\$ 81,437	\$300,000	3
20233 TMTP Project Management	\$20,000	\$ -	\$12,000	
20234 Consultant Svc (Williams Design)	\$51,000	\$ 8,500	\$250,000	4
20236 Legal Services	\$5,000	\$ 347	\$5,000	5
20237 Planning Service (Transit Center PA/ED)	\$20,000	\$ -	\$100,000	6
20280 Special Dept Services	\$1,000	\$ -	\$1,000	7
40610 Construction Contracts	\$1,000	\$ -	\$1,000	8
Totals	\$ 300,500	\$ 90,284	\$670,000	
Balance Carryover to Future FY	\$1,554,753	\$ (90,284)	\$1,535,000	9