BOARD OF DIRECTORS REGULAR MEETING AGENDA

REDWOOD COAST TRANSIT AUTHORITY

DATE: Monday, November 23, 2026

TIME: 5:30pm

PLACE: County Admin/Flynn Building, 981 H Street, Crescent City, CA 96631

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

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1. Call Meeting to Order, Roll Call, Pledge of Allegiance

2. Public Comment

3. Consent Calendar

   3a. Approve the Minutes of September 28, 2026 Board Meeting

   3b. Approve submittal of Allocation Request for $839,487 in Second Tranche SB 125 Capital Funds for the Transit Center and Electric Bus Purchase Projects.

4. Receive Presentation on RCTA Fiscal Year 2025-26 Annual Performance Report

~~5.~~ Discussion and Approval of Amendment #1 to TIRCP Project Management Support Agreement with Alta Planning & Design Extending Term Through 2030 and Increasing Not-to-Exceed Amount by $150,000.

6. Approve Release of Request for Qualifications for Downtown Transit Center Plans, Specifications, and Estimates (Design & Architectural Services).

7. Announcements

8. Adjourn – Next RCTA Board Meeting will be Monday, January 25th, 2027 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
September 28, 2026 AT 5:30 P.M.

ATTENDED: DARRIN SHORT (CHAIR), ISAIAH WRIGHT (DIRECTOR), JOEY BORGES (DIRECTOR), and RAY ALTMAN (VICE CHAIR)

ABSENT:

ALSO PRESENT: JOSEPH RYE, MELLISA ALFARO, ALINE TITUS, JUSTINE NICHOLS

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

   Chairman Darrin Short called the meeting to order at 5:30 PM. Mellisa Alfaro, conducted roll call. Chairman Darrin Short led the Pledge of Allegiance.

2. **PUBLIC COMMENT**

   The following person(s) addressed the Board: **NONE**

3. **CONSENT CALENDAR**

   3A. APPROVE THE MINUTES OF AUGUST 31, 2026 BOARD MEETING

   3B. ADOPT RESOLUTION 2026-27-04 APPROVING RCTA's FISCAL YEAR 2026-27 SB-1 STATE OF GOOD REPAIR PROJECT LIST – BUS REPLACEMENTS

   On a motion by Director Borges and seconded by Director Wright, unanimously carried on a polled vote, the Redwood Coast Transit Authority Board of Directors approved the Consent Agenda items 3A-3B.

4. **DISCUSSION AND APPROVAL OF SERVICE REDUCTION OPTIONS TO BALANCE 2026-27 RCTA BUDGET**

   Executive Director, Joseph Rye, presented and led the discussion on the Service Reduction Options to Balance 2026-27 Budget.

   PUBLIC COMMENT: Public comment made by Justine Nichols and Aline Titus.

   On a motion by Director Wright and seconded by Director Altman, unanimously carried on a polled vote, the Redwood Coast Transit Authority Board of Directors approved the Service Reduction Options to Balance 2026-27 Budget.

5. **DISCUSSION AND APPROVAL TO SIGN AND TRANSMIT LETTER OF CONCERN TO THE 41ST AGRICULTURAL DISTRICT REGARDING THE PROPOSED MONTHLY LEASE RATES IN THE DRAFT GROUND LEASE DATED MARCH 2025**

   Executive Director, Joseph Rye, presented and led the discussion on the Sign and Transmit Letter of Concern to the 41st Agricultural District Regarding the Proposed Monthly Lease Rates in the Draft Ground Lease Dated March 2025.

   On a motion by Director Borges and seconded by Director Altman, unanimously carried on a polled vote, the Redwood Coast Transit Authority Board of Directors approved to Sign and Transmit Letter of Concern to the 41st Agricultural District Regarding the Proposed Monthly Lease Rates in the Draft Ground Lease Dated March 2025.

6. **ANNOUNCEMENTS - None**

7. **ADJOURN – NEXT RCTA BOARD MEETING WILL BE MONDAY, NOVEMBER 23RD, 2026 AT 5:30PM AT FLYNN**

   The Redwood Coast Transit Board of Directors adjourned the meeting at 6:08 PM. The next RCTA Board meeting will be on Monday November 23rd, 2026, at 5:30 p.m. at Flynn.

   _____,
   Joseph Rye, Executive Director
   Redwood Coast Transit Authority

November 23, 2026

MEMO TO: RCTA Board of Directors

FROM: Joe Rye, Executive Director

SUBJECT: Approve Submittal for Second Tranche SB 125 Funds

RECOMMENDATION:

Approve submittal of an allocation request for second tranche ($839,487) SB 125 funds.

BACKGROUND:

RCTA has been fortunate to receive $11.3M in discretionary funding to deliver three important capital projects in the coming years: Williams Drive EV Charging Stations, Downtown Transit Center, and Procurement of Electric Buses. Of the $11.3M, 7.6M was TIRCP Cycle 6, and $3.75M was from later SB 125 funding.

2023 Transit and Intercity Rail Capital Program - Program Allocation Plan

***Proposed* DNLTC RCTA TIRCP and SB 125 Allocation Plan Draft - Revised January 26, 2026**

Project Information							Project Programming										
													* all or part could be used for operations?				
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	Project Totals	SB 125 1st Tranche Arrived August 2024	SB 125 2nd Tranche to Arrive late 2026	SB 125 3rd Tranche to Arrive 2027		total SB 125
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	$ 25,000							
							PS&E			$ 250,000	$ 525,000						
							CONST				$ 1,556,000						
							CONST				$ 2,445,000	$ 4,901,000					
					Procure Battery Electric Buses	CP116B	CONST			$ 289,487	$ 119,501		$1,675,501	$839,487	$839,487		$3,354,475
					Electric Buses	CP116B	CONST			$ 39,487							
					Procure Battery Electric Buses	CP116B	CONST			$ 1,303,000	$ 401,733	$ 2,153,208	$69,395	$80,357	$84,007	$168,014	$401,775 ZETCP
							PA&ED	$ 37,000									includes 2 years of ZETCP
					Charging Stations	CP116C	PS&E		$ 434,000	$ 50,000							
							CONST			$ 3,015,000		$ 3,536,000					
	$ 8,612,000				Cycle 6 Total			$ 37,000	$ 534,000	$ 4,971,974	$ 5,047,234	$10,590,208					
	Key:				SB 125 Funds				FY 24-25	FY 25-26	FY 26-27	FY 27-28					
					1st Tranche SB 125 TIRCP	TIRCP		$1,675,501									
					2nd Tranche/3rd Tranche SB	TIRCP				$1,678,974		$800,000	Divert to Operations				
					SB 125 ZETCP	ZETCP		$69,395	$80,357	0	$84,007	$168,014	$401,775	Rtd to bus purchases			

DISCUSSION:

SB 125 was promoted by the Governor in response to the COVID-19 driven fiscal crisis in the CA transit industry and passed in 2023. RCTA programmed both sources (TIRCP and SB 125) to its three major capital projects. The main difference between the two funding sources is that SB 125 funds were setup to be distributed directly to transit agencies "up front", whereas TIRCP funds are traditional, reimbursement-based funds.

RCTA received its first tranche of SB 125 funding (half of total, or $1,825,253) in late 2024, and worked with the County Auditor to establish a separate fund (required) to track interest for audit purposes. Fund 5505500 (formerly Fund 693) received the first SB 125 deposit (this second tranche deposit will arrive in FY 26-27) and will receive all future SB 125 funds, plus reimbursements received post-expenditure of RCTA's TIRCP project funds. This second tranche ($839,487) will be applied to the underfunded Transit Center project, providing $525k of needed additional PS&E (design) funding, plus $289k for the electric bus purchases, and $25k to cover overage that occurred in the environmental phase of the project. RCTA expects to apply for its third (and last major) tranche of SB 125 in 2027. Tranche 3 will be $839,487 and its likely that RCTA will request $800k of that for operations support. Further one-time funding is needed to rebuild reserves for future capital projects as well as to protect services from further cuts due to stagnant funding and rising costs.

Recommendation

Approve submittal of allocation request for second tranche of SB 125 funds.



Redwood Coast Transit Authority
2025-26
Annual Report

Crescent City "Local" Fixed Routes 1 – 4, 300
Smith River-Arcata Intercity Route 20
Gasquet - Hiouchi Intercity Route 199
Dial-A-Ride & CEC Airport Shuttle
CTSA Southern Oregon Medical Shuttle

Prepared by:

RCTA Administration
TMTP Consulting, LLC
900 Northcrest Drive #134
Crescent City, CA 95531
October 27, 2026

System Performance Summary

A system performance summary follows. This is followed by a summary of each service component including a service description, performance measure data, and a brief analysis of the FY 2025-26 statistics and changes to the route/service during the year.

Ridership has continued to slowly recover from the devastating COVID-19 impacts early this decade. This trend continued in FY 2025-26, with RCTA systemwide ridership growing 9%, finally eclipsing pre-pandemic ridership.

Some of the challenges and headwinds that stymie transit ridership recovery across the nation apply to RCT ridership, while others do not. RCT receives informal feedback from the community that the homelessness epidemic and sense of general lawlessness that impacts most of the United States, including Crescent City, is a factor that deters comfortable usage of the transit system. However, the remote working trend that emerged during the pandemic and still exists to some extent today in many urban areas has little impact on RCT ridership, as few traditional commuters have ever utilized RCT services. This can be due to the usual factors that stunt transit usage (lack of congestion, free parking, easy access to personal automobiles, etc.).

RCTA Agency Overview

RCTA or RCT for short is a joint powers authority created by Del Norte County and the City of Crescent City to provide public transit services in Del Norte County. The agency launched in 2004, entering into a ground lease with the Del Norte County Fairgrounds and constructing a metal building to house daily operations and maintenance. RCTA quickly expanded from providing local transit routes and Dial-a-Ride (DAR) by creating Route 20 to replace service lost when Greyhound shortened its North Coast route and truncated service in Arcata. RCT uses a unique remote contracted managerial model that originated with the consultant hired to setup the service early in the millennium. The contract Administrators act as the Executive Director for the agency and are responsible for managing the operations and maintenance contract, procurements, Board of Directors support, planning and marketing. Operations and maintenance services are supplied by a private contractor, currently Transdev, Inc., which acquired First Transit in 2023. First Transit had held the RCT contract since the system began, when First Transit acquired Davey Transportation in the mid-2000s.

REDWOOD COAST TRANSIT AUTHORITY

SYSTEM OVERVIEW

The Redwood Coast Transit system provides a variety of services to respond to the needs of Del Norte County. Redwood Coast Transit has evolved its service over time seeking to test various markets and meet as many travel needs as possible. A modest fare increase was enacted on October 1, 2024.

Local bus routes (1-4) provide inexpensive and convenient clockface Monday-Friday service in Del Norte County's only incorporated city, Crescent City, and contiguous unincorporated areas. Route 2 and 4 also operate a shortened clockface service span on Saturdays and Holidays.

Dial-A-Ride offers separate ADA complementary paratransit service for both elderly and certified disabled passengers, plus the general public (above and beyond ADA, at a higher fare) in the Crescent City area (a service area that includes the City and populated areas just outside City limits).

Intercity and regional routes and schedules offer travel opportunities within the county and to intercity destinations. RCTA has historically provided a fairly high level of intercity/regional service, even though its regional ridership is naturally lower, requiring a higher subsidy. RCT Route 20 is now a part of a regional partnership called the North State Express (NSX), where passengers enjoy timed connections with the local transit providers along the US 101 Corridor between Smith River and Santa Rosa. Not all Route 20 trips are part of the partnership. RCT currently operates the northernmost segment of the NSX under the flag of Route 20, with an AM southbound and PM northbound trip that are NSX trips. The NSX currently offers one trip each direction each day. In FY 2025-26, RCT Route 20 operated 3-4 round trips per day in the summer, and 2-4 in the winter months, within which the NSX trips are delivered. RCT Foute 20 serves the Temporary Transit Center in Eureka (4th and I) as well as featuring a loop to provide direct, single-seat service to Eureka medical facilities.

RCTA resumed its Route 300 school tripper route in FY 2022-23 and is pleased that the momentum of growing student ridership that RCTA had experienced prior to the pandemic has finally returned. Route 300 enjoyed its second best year ever in FY 2025-26, powered by strong ridership at Crescent Elk Middle School, as well as Del Norte High School.

RCT added general public Dial-a-Ride (DAR) service to/from the CEC airport to its Dial-a-Ride services in September 2023. This service has a convenient pick-up and drop-off location at the CEC passenger terminal and requires advance reservations. Fares are the same as RCT general public DAR, $6 per person and a special, larger service area was adopted for the CEC Airport Shuttle. The Airport Shuttle has been well-received but struggles to gain market share, fighting an uphill battle with free parking and available rental cars at the CEC Airport.

RCTA reduced its services slightly on its regional routes (20 and 199) for the first time in FY 2023-24. This "off-season" schedule allows RCT to save money and match the lower regional travel demand during Del Norte's rainy winter season with slightly lower service levels. This allows RCT to run its full base services from Memorial Day through the end of September when travel demand is at its highest. Following this discussion, the individual component services are reviewed. FY 2025-26 featured the expanded

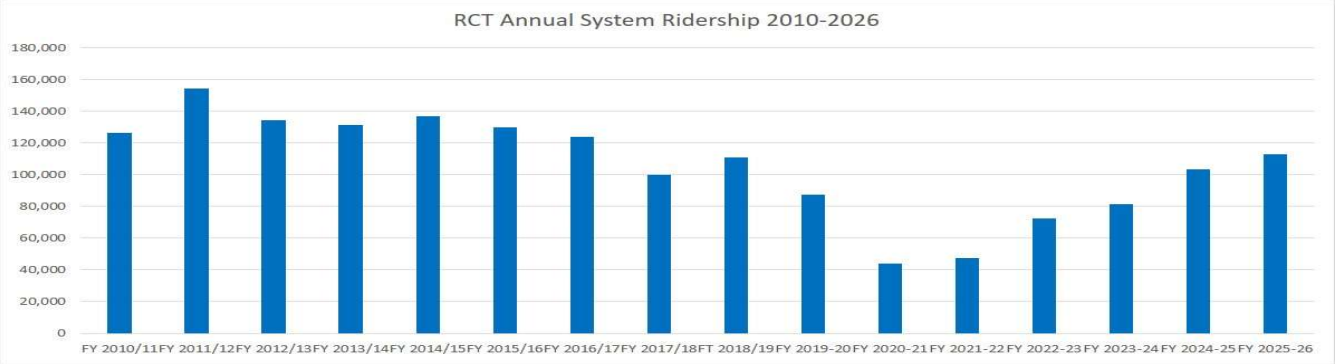
summer services at the beginning of the fiscal year, but due to looming funding shortfalls, RCTA was forced to defer its summer service expansion in 2026.

Under its CTSA program, RCT launched the Southern Oregon Medical Shuttle in fall of 2023. After a slow start due to wildfire impacts on US 199, the twice-weekly demand response service gained traction.

SYSTEM PERFORMANCE

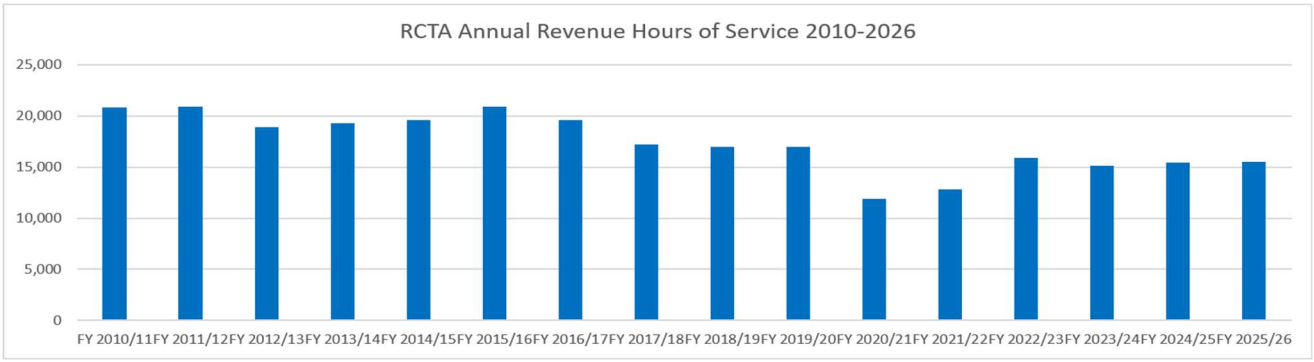
Ridership

A decline in Redwood Coast Transit system ridership began in 2012 with lower fuel prices combining with direct competition from the launch of the Yurok Tribal Transit System in 2013, and its expansion in 2015. After a slight ridership recovery in FY 2018-19, ridership plummeted with COVID-19 in late FY 2019-20. Fiscal Year 2025-26 continued a strong ridership recovery trend away from pandemic-marred ridership of FY 2021-22. FY 2025-26 system ridership was grew 9% compared with FY 2024-25. RCT ridership has now recovered from the pandemic, sitting at 1.9% above FY 2018-19, the last non-COVID fiscal year.

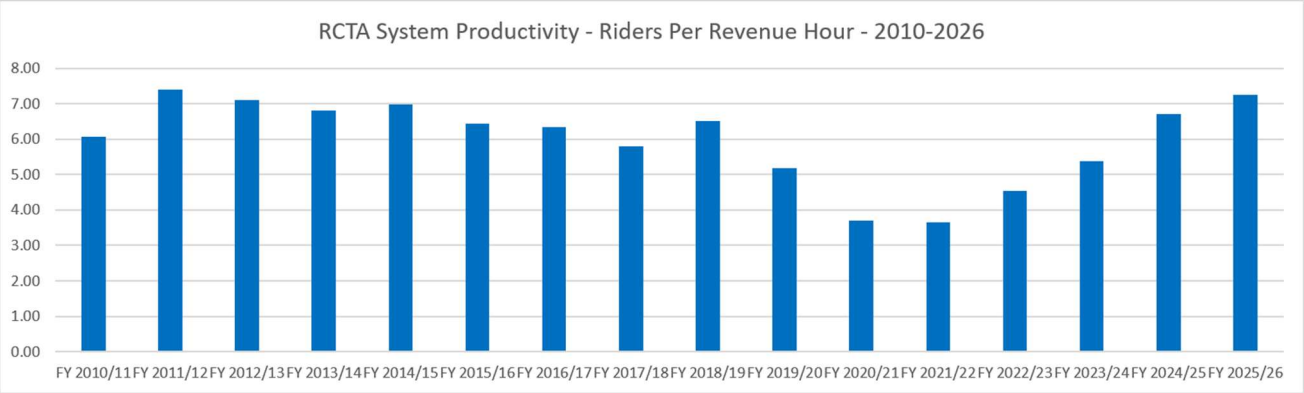


Service Levels

After peaking in FY 2011-12, RCTA service levels remained fairly steady for several years, and began to drop slightly in response to funding capacity issues (fuel prices) in 2017-18, then dropped further with the COVID-19 pandemic cuts of FY 2019-20 and FY 2020-21. During those early years of 20,000+ annual revenue hours, RCTA was unable to address its capital project needs or its contractor labor force wages. Service levels in FY 2024-25 were slightly above (+1.9%) FY 2023-24 but stable, as RCTA continued lower service levels on regional routes during non-summer months.



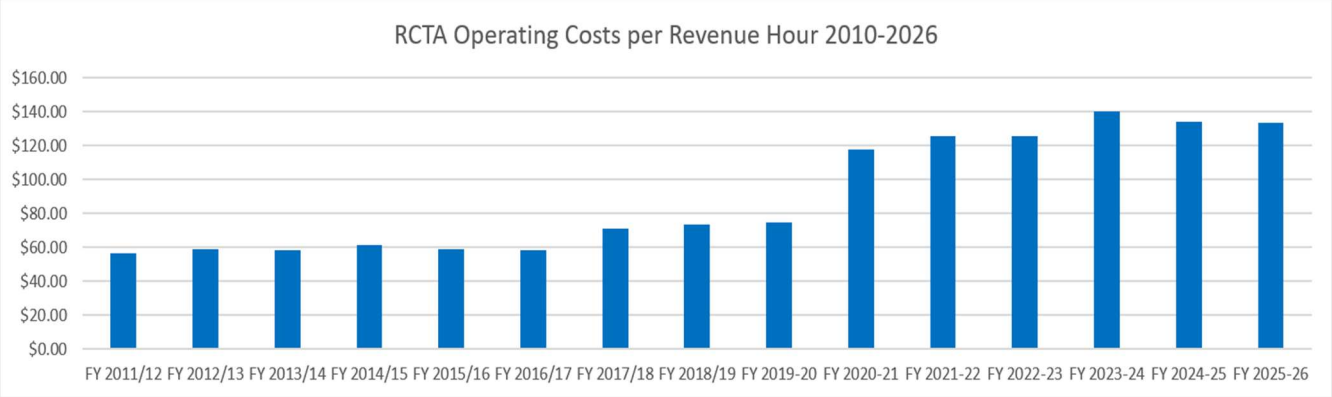
Comparing these two charts, it's clear that both service hours provided and ridership peaked in FY 2011-12, after the economic recovery from the Great Recession and prior to the launch of the YTTS service. The key productivity performance measure, Passengers per Vehicle Revenue Hour, see table below, rebounded back to produce its highest productivity in history in FY 2024-25, although regional services continue to struggle with productivity even as they consume nearly half of RCTA's annual revenue hours.



Ridership per hour has increased even as service hours have been added back to the RCTA platform since the pandemic years. At 7.2 riders per hour, systemwide in FY 2025-26, RCTA tied its most productive year in history (FY 2011-12) in FY 2025-26.

RCT has had to increase investment in its contract labor force in recent years, in particular to retain employees during and after the pandemic. These wage increases lifted drivers and dispatchers from near minimum wage to an average of over $20/hour. In addition, salaries for mechanics and operations management have nearly doubled, in order to remain competitive during a period of significant inflation. RCT added two key positions in recent years, a utility position to wash, clean and fuel buses, and a shop technician to provide a second maintenance employee to aid in maintaining an aging fleet and bus stops.

While labor costs were relatively stable in FY 2025-26, RCTA absorbed a hit when fuel prices spiked in response to global geopolitical tensions, and the Iran War. California pays the highest fuel prices in the USA, with diesel spiking to over $8/gallon in FY 2025-26. The chart below shows RCTA's cost per revenue hour of service, which divides the entire operating budget by the number of revenue hours of service provided.



SYSTEM PERFORMANCE MEASURE ACTIVITY REPORT

The following matrix compares a 3-year trend of data for RCT system performance measure 2023-24 through FY 2025-26. In general, FY 2025-26 was a very strong year with ridership recovering across all modes. In FY 2025-26 overall ridership increased 9%, and productivity increased 8%. RCTA operated its new full Summer Schedule in the Summer of 2025, but deferred the expansion in the Summer of 2026 due to a structural funding shortfall that threatens RCTA's ability to continue at recent service levels. The higher RCTA labor costs enacted during the pandemic, along with high fuel costs and additional costs associated with modern technology to improve the passenger experience continue to show in RCTA's cost per hour metrics. Costs per hour were stable in FY 2025-26, after rising sharply in the previous years. Due to slight drops in fuel costs, RCT's overall operating cost per hour dropping 3%. Further drops in operations cost would have been enjoyed had RCTA not been working actively on environmental and design work for the EV Charging and Downtown Transit Center projects, and the Short Range Transit Plan, which County Finance classifies as "operational" costs but are set aside by transit accounting practice as "capital" and excluded from per-hour cost calculations.

Systemwide Performance - Three Year Trends

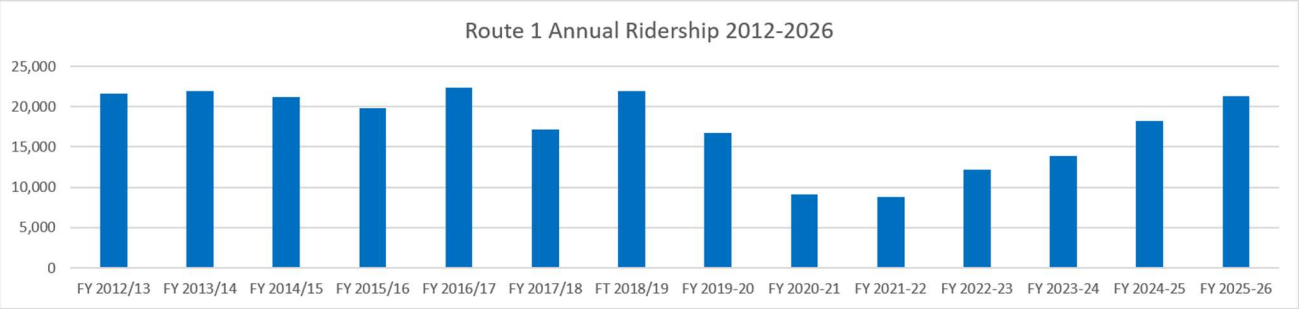
Performance Measure	2023/24 Total	% Annual Change	2024/25 Total	% Annual Change	2025/26 Total	% Annual Change
Operating Cost	$ 2,121,125	7%	$ 2,060,715	-3%	$ 2,073,487	1%
Operating Cost Per Passenger	$ 26.06	-5%	$ 19.90	-24%	$ 18.38	-8%
Operating Cost Per Vehicle Revenue Hour	$ 140.35	13%	$ 133.77	-5%	$ 133.42	0%
Total Passengers	81,407	13%	103,551	27%	112,830	9%
Passengers Per Vehicle Revenue Hour	5.39	19%	6.72	25%	7.26	8%
Passengers Per Vehicle Revenue Mile	0.24	22%	0.30	25%	0.31	5%
Vehicle Revenue Service Hours	15,113	-5%	15,405	2%	15,541	1%
Vehicle Revenue Service Miles	341,793	-8%	347,500	2%	360,886	4%
Farebox Revenue	$ 197,698	53%	$ 127,859	-35%	$ 140,952	10%
Farebox Revenue as a Percent of Operating Cost	9.3%	44%	6.2%	-33%	6.8%	10%

REDWOOD COAST TRANSIT
ROUTE PROFILES

The Crescent City Fixed Routes cover the Crescent City/Del Norte urban area using two buses that "interline" to provide four routes each running once hourly on weekdays, plus a 3rd bus at school bell times schooldays only (Route 300). Saturday service operates with one bus alternating between Routes 2 and 4. For FY 2025-26 the CC Locals ran 7 a.m. to 6 p.m. weekdays and 8am to 5pm on Saturdays.

Route 1 – Parkway – El Dorado

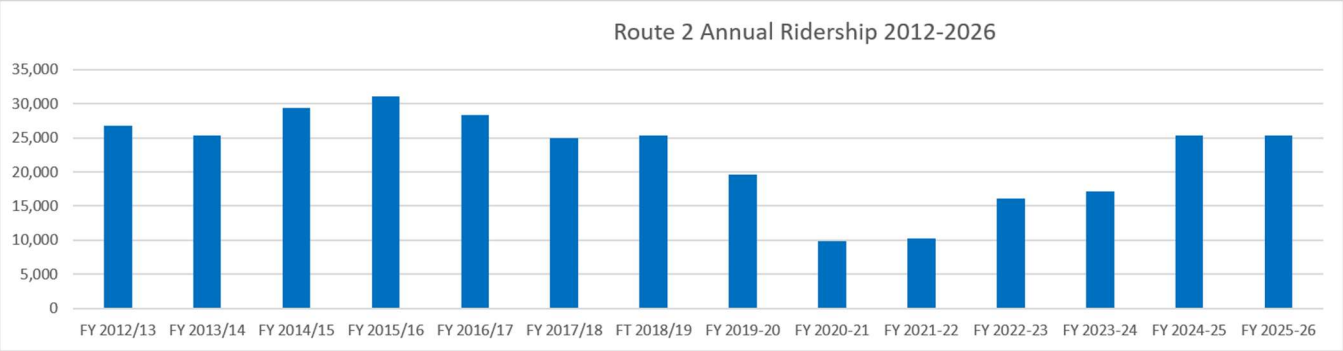
Route 1 – Parkway-El Dorado operates in a counter-clockwise direction beginning at the Cultural Center and operating along US 101 after a stop on 5th at Safeway, then Parkway Drive, Washington, into Wal-Mart and Summer Lane Apts, then to CR/DNHS via Northcrest, Harding, and Glenn Streets. Route 1 returns to the Cultural Center via El Dorado, Pacific, and H Streets. Route 1 operates M-F and is interlined with Route 3 all day. Route 1 enjoyed a 31.5% increase in ridership in FY 2025-26 with an increase of 34.7% in per-hour productivity.

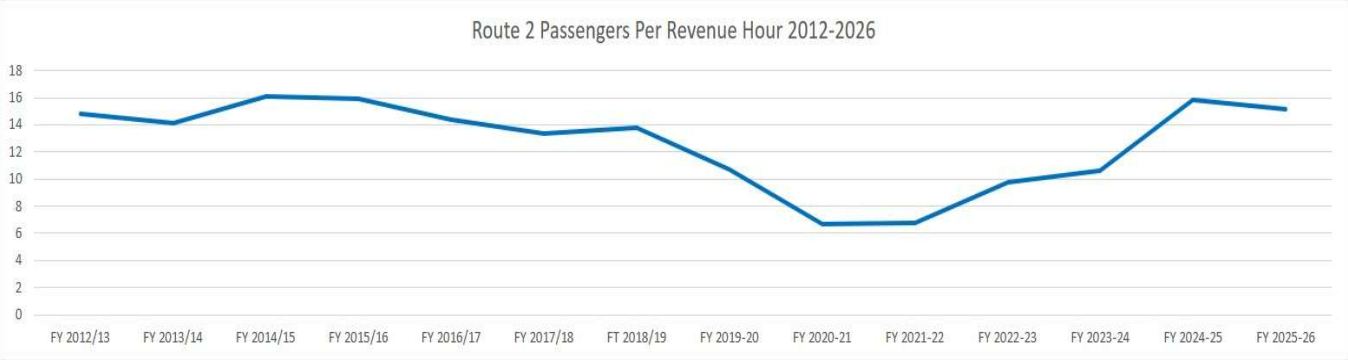




ROUTE 2 INYO-WASHINGTON

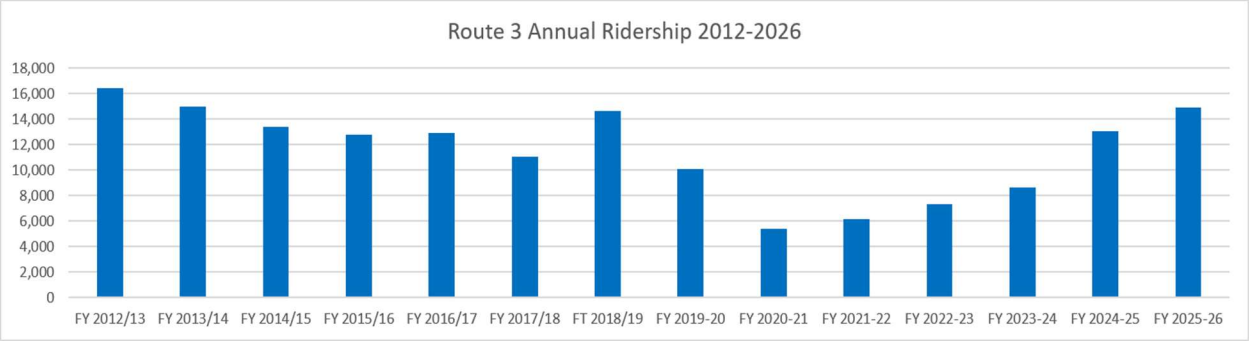
Route 2: Inyo – Washington operates in a clockwise direction beginning at the Cultural Center and traveling primarily along 3rd and 2nd Streets westerly to A Street, Inyo, Washington, and then returning to the Cultural Center via US 101. Key destinations include DNHS/CR, Wellness Center, and Wal-Mart. Route 2 operates M-Sat. Route 2 ridership decreased slightly, down 1.7% in 2025-26 while productivity dropped 4.4% Route 2 remains RCTA's most productive route.

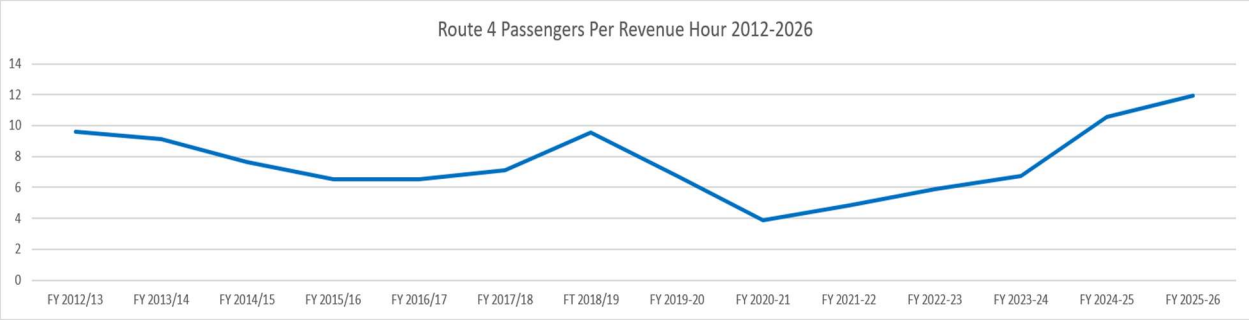




ROUTE 3: NORTHCREST

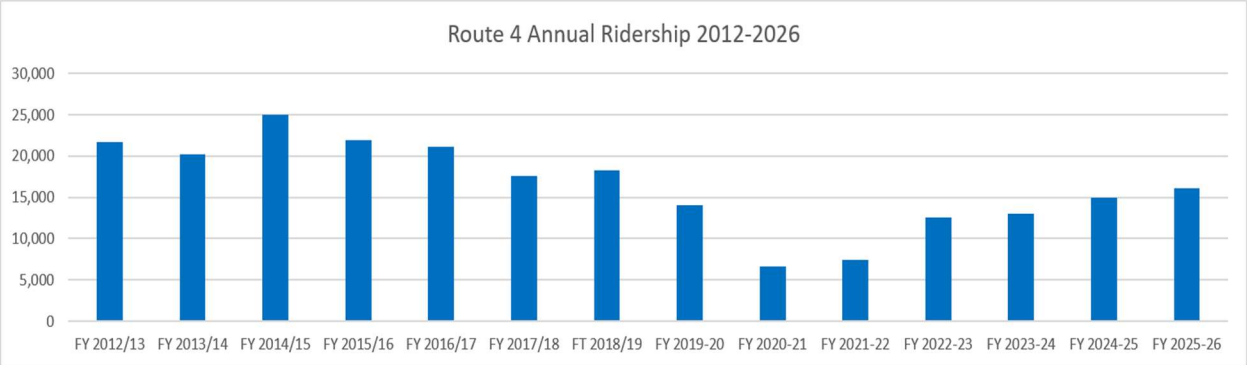
Route 3: Northcrest provides service along U.S. 101 and Northcrest Drive from the Cultural Center to Standard Veneer Road, with key stops at the Del Norte Senior Center and the Oregon Senior Apartments. Route 3 runs hourly and is "interlined" with Route 1, operating M-Fri. Route 3 enjoyed an increase of 13.9% in ridership and 13.5% in productivity in FY 2025-26. In recent years Route 3 ridership improvements bring its productivity closer to other CC local routes and is now near an all-time high. The route lacks major trip generators such as schools and shopping, but provides the lone north/south route in Crescent City and shares many stops with the northern part of Route 20.

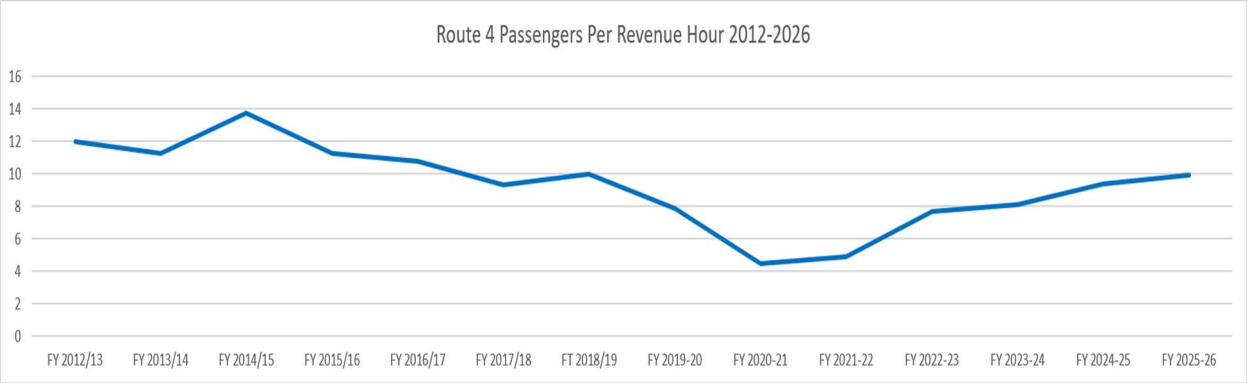




ROUTE 4: BERTSCH – HOWLAND HILL

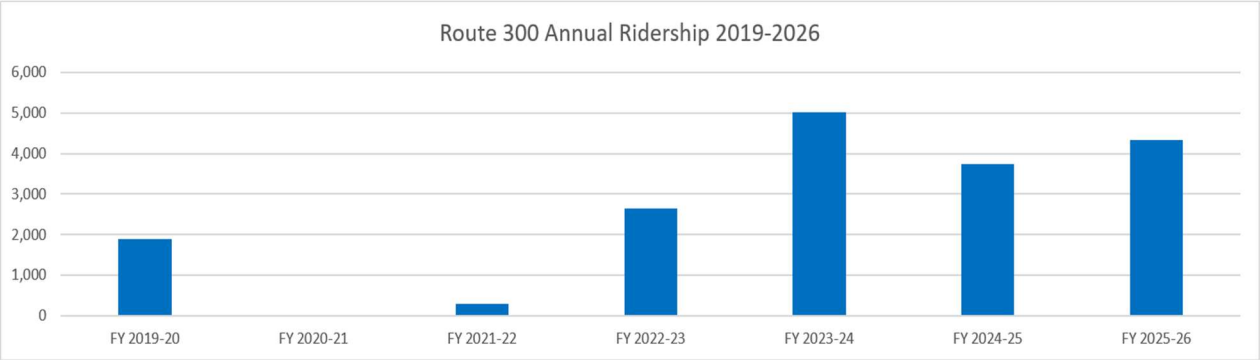
Route 4 begins at the Cultural Center and travels in a counter-clockwise loop along U.S. 101, Sandmine, Humboldt, Howland Hill, and Elk Valley roads. The route deviates into the Elk Valley Casino with a stop at the front of the facility. The one-way loop nature of the route and lack of bus stops along US 101 makes it difficult to utilize. Route 4 ridership in FY 2025-26 increased by 8.1%, and its productivity rose 5.8%. A major trip generator on the route is the Elk Valley Casino. This route struggles with a lack of established bus stops along US 101, due to challenges placing stops in Caltrans ROW that are being addressed but may take years to solve.

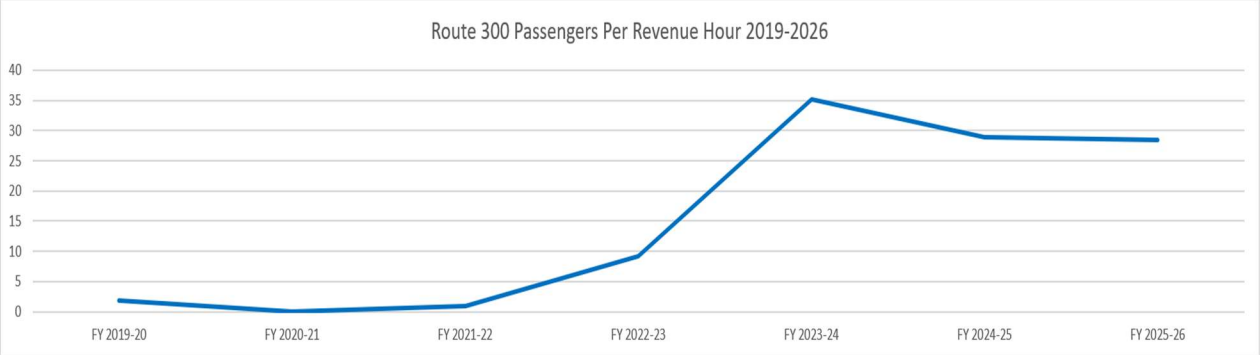




ROUTE 300: DNHS – CEMS TRIPPER

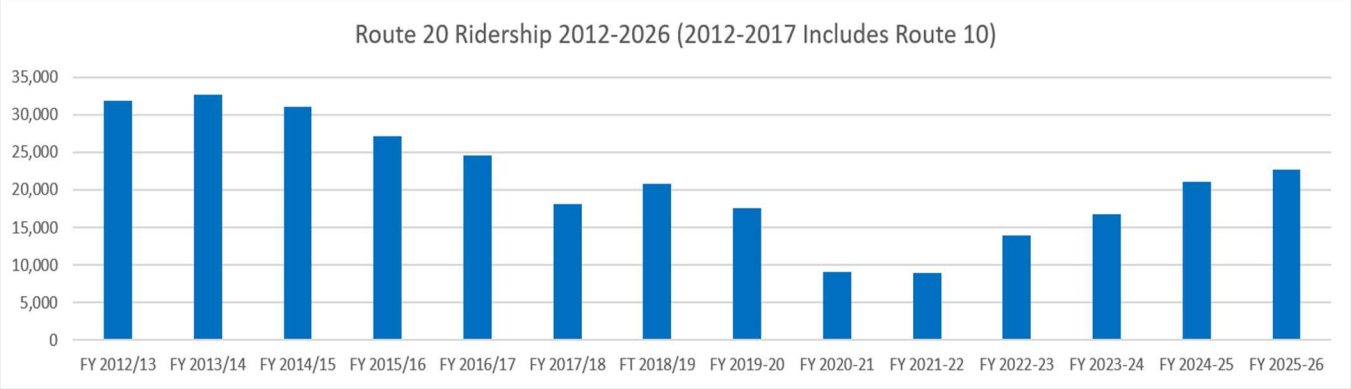
Route 300 has evolved over the 7 years since its inception. While technically open to the public, the route is designed to meet the needs of students of Del Norte High School and Crescent Elk Middle School. In FY 2025-26 Route 300 operated only at the afternoon bell times, connecting the two campuses with the Wal-Mart area, and points north on Northcrest (upon request) and the Cultural Center/Downtown. The route was suspended during the COVID-19 pandemic but has regained momentum since. Route 300 gained traction in FY 2023-24 and then achieved its second best year yet in FY 2025-26. Should RCTA seek to grow the 300's market, adding a second bus (costs and driver availability) or placing one of its soon-to-be-retired 35' Freightliners on this piece (only) are possible options. Very little assistance or support in marketing the service is received from the Del Norte Unified School District, so improved cooperation could also help grow ridership.

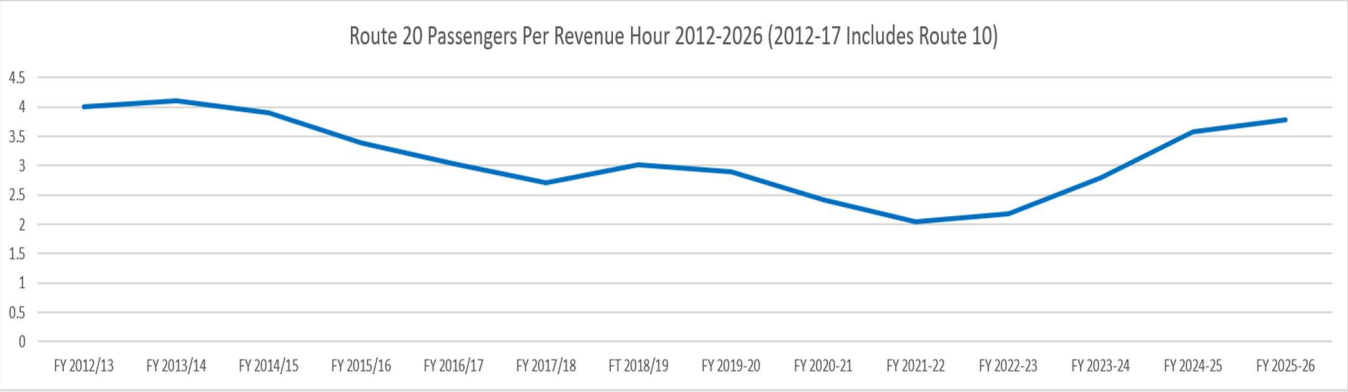




ROUTE 20 - SMITH RIVER – EUREKA

Route 20, the Smith River-Eureka Intercity Route exists to connect Del Norte County with the intercity bus network (North State Express – NSX) in Humboldt County and the Coastal Express for travel into Curry County and Oregon. At the request of transit partners in Humboldt County and Caltrans, Route 20 was extended into Eureka in 2023, with stops at the Eureka Transit Center and several major medical facilities, including both hospitals and the VA Clinic. During the off-peak months (October through May) the service drops to 2 daily round trips between Crescent City and Eureka, retaining a steady 4 daily round trips to Smith River. The last summer that expanded service was provided was the Summer of 2025, at the beginning of Fiscal Year 2025-26. RCTA worked collaboratively with Curry Public Transit and the Tolowa Tribe to establish a new bus stop/transfer point at United Indian Health, just across US 101 from Lucky 7 Casino. In FY 2025-26, Route 20 ridership increased 7.1% with productivity up 5.9%. The morning southbound trip, and the evening northbound trip are part of the North State Express (NSX), a collaboration between transit agencies in the corridor to time trips and comarket the service. The partnership hopes to expand the NSX to two daily trips in the future if funding can be found.

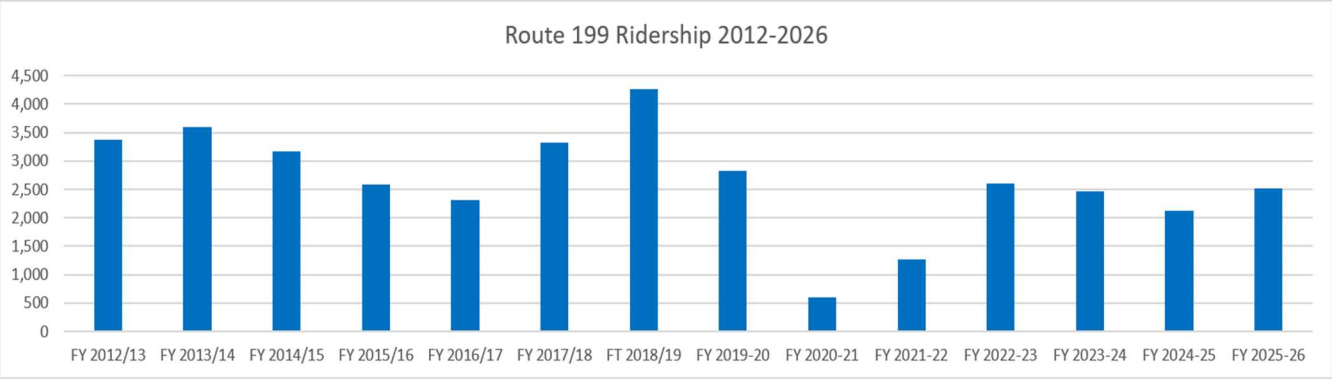


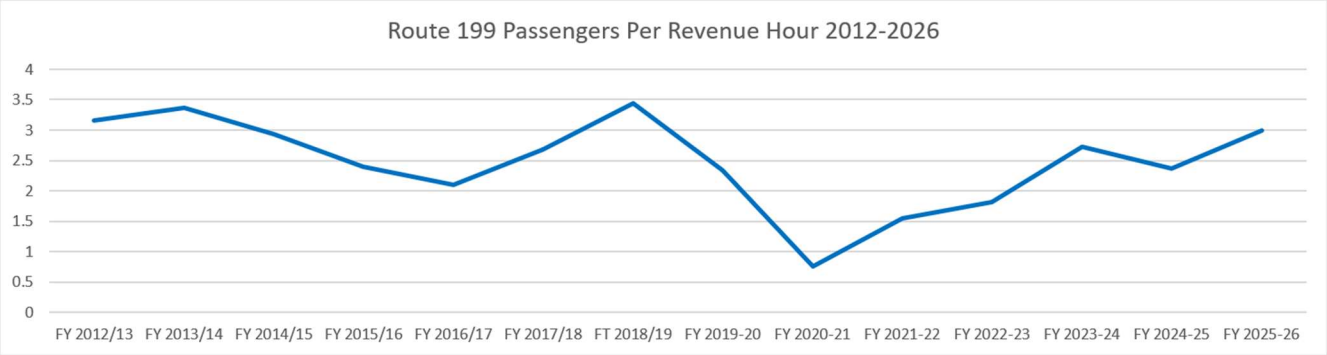


ROUTE 199 – RIVER ROUTE: HIOUCHI - GASQUET

Route 199, the River Route operating between Crescent City, Gasquet, and Hiouchi, was initiated on July 7, 2009 and has experienced several service changes over the 17-year period. With a small population base in this service area, the Route 199 struggles from a productivity standpoint. At times tourism ridership to the Smith River Recreation areas has improved summer productivity, but this is not consistent. Route 199 still benefits some from summer tourism and ran a full 3 round trips per day in the Summer of 2025. However, due to funding shortfalls, Route 199 was not expanded from 2 to 3 daily round trips in the Summer of 2026. Trips are scheduled to support school commutes to DNHS.

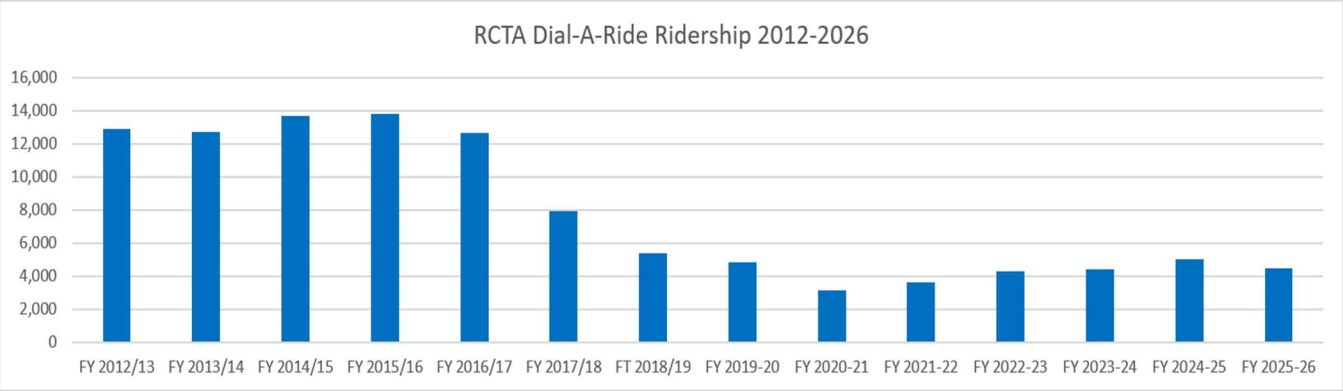
Route 199 had a slight bounce back year in FY 2025-26, as ridership rose 18.5% and productivity jumped up by 26.7% in FY 2025-26. Many bus stops remain unmarked and seasonal summer tourism bolsters the route somewhat.

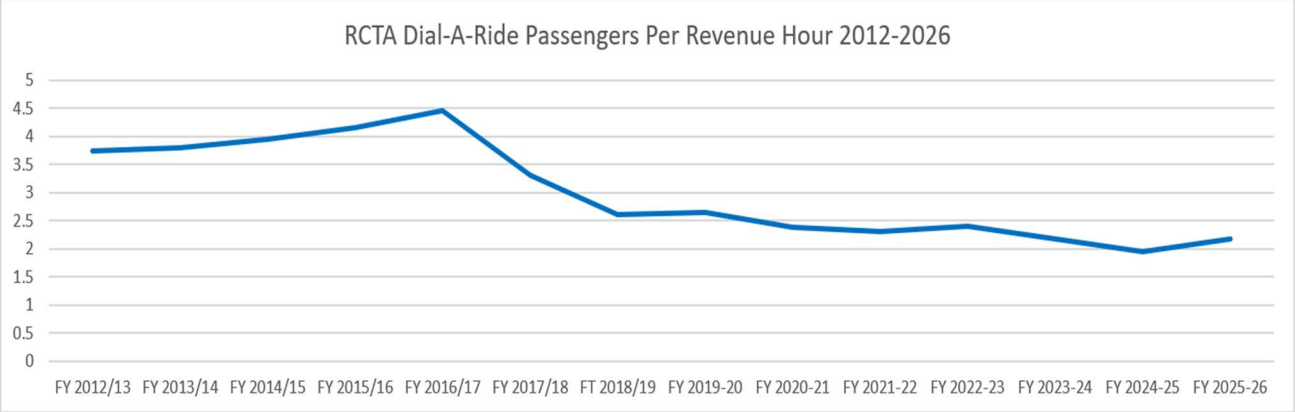




Dial-A-Ride

Dial-A-Ride is a demand-response, door-to-door service in the greater Crescent City area. Service area is defined by a Board-adopted map that includes areas outside Crescent City proper, including Bertsch Tract and Northcrest up to Elk Valley Crossroads. Service hours mirror that of CC Local Fixed Routes. Fares are $6.00 per trip for "general public" adults and youth, and $2 per trip for *ADA-eligible* riders. Since 2023, RCTA has offered DAR service to the Del Norte County Airport (CEC) as a variation of the General Public DAR. Ridership decreased slightly in FY 2025-26, down 11.4% although efficiency increased 11.3%. This is likely due to more efficient trip scheduling and should be monitored closely.





November 23, 2026

MEMO TO: RCTA Board of Directors

FROM: Joe Rye, Executive Director

SUBJECT: Approve Amendment 1 to Agreement for On Call Project Management Support Services

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RECOMMENDATION:

Approve Amendment 1 with Alta Planning & Design to increase spending authority by $150,000 and extend term by one year and change name of company from Green Dot Transportation to Alta Planning & Design.

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. While RCTA ultimately plans to expend $800k of this SB 125 allocation on operating assistance, the combined capital funding for the three projects exceeds $10M. At the April 29, 2024 RCTA Board Meeting, following a RFP process, the Board approved a contract with Green Dot Transportation Solutions in a not-to-exceed amount of $305,000 to provide up to 5 years of project management support to RCTA to ensure these intense capital projects move forward. RCTA's ultra lean remote managerial model (one half-time position to run the agency) would not be capable of both managing the transit system AND developing these process-rich major capital projects at the same time. While funding may be a challenge to successful delivery of these projects, RCTA understood that organizational capacity would certainly be overwhelmed if outside project management support were not added.

DISCUSSION:

Since the award of the Green Dot TIRCP Project Management Support Agreement, RCTA has accomplished many key milestones on the three TIRCP-funded projects:

- Williams Drive Electric Bus Charging Infrastructure
- Crescent City Downtown Transit Center
- Electric Bus Purchases

<u>Williams Drive Charging Infrastructure</u>
Released RFP for PA-ED (Environmental) Documentation and Approvals – March 29, 2024
Certified the PA-ED Documentation – March 24, 2025
Release RFQ for PS&E (Design) – March 29, 2025
Achieved Draft 100% Design for Project, pausing to amend Ground Lease – April 27, 2026

<u>Downtown Transit Center</u>
Released RFP for PA-ED (Environmental) Documentation and Approvals – March 29, 2025

Certified the PA-ED Documentation and Approval by City Planning Commission – February 12, 2026
Release RFQ for PS&E (Design) – November 23, 2026

Electric Bus Procurement
Obtained initial pilot electric bus (not TIRCP funded, but critical to selection of vehicle type) – June 2026
Identified low-floor electric cutaway bus for second pilot bus procurement (TIRCP-funded) – November 2026
Placed order for low-floor electric cutaway bus to evaluate – planned for January 2027

Green Dot has played a prominent role in the Williams Drive and Transit Center projects to date, including navigating into and through the environmental and design phases of these two major projects. Green Dot attended all meetings with Caltrans (monthly) plus weekly internal meetings with RCTA staff and consultants through the first 2+ years of these projects' timelines. TIRCP has proven to be very intensive, as each phase requires its own process of allocation requests, quarterly reports, supplemental agreement executions, and requests for reimbursement. All paperwork for each project phase, including allocation requests and requests for reimbursements are generated by Green Dot with approval by the Executive Director before submittal. Unfortunately, RCTA and Green Dot underestimated the workload of these TIRCP-funded projects when originally entering into the TIRCP Project Management Support Agreement. Green Dot has expended nearly all of the original not-to-exceed amount and requires additional funding to continue supporting these projects.

Table 1: RCTA Current (November 2026) TIRCP Projects Funding Plan (includes SB 125 Funding)

2023 Transit and Intercity Rail Capital Program - Program Allocation Plan												
Proposed DNLTC RCTA TIRCP and SB 125 Allocation Plan Draft - Revised November 23, 2026												
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**	**Project Totals**
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	$ 25,000		
							PS&E			$ 250,000	$ 525,000	
							CONST				$ 1,556,000	
							CONST				*$ 2,445,000*	$ 4,901,000
					Procure Battery Electric Buses	CP116B	CONST			*$ 289,487*	$ 119,501	
					Electric Buses	CP116B	CONST			$ 39,487		
					Procure Battery Electric Buses	CP116B	CONST			$ 1,303,000	$ 401,733	$ 2,153,208
					Charging Stations	CP116C	PA&ED	$ 37,000				
							PS&E		$ 434,000	*$ 50,000*		
							CONST			$ 3,015,000		$ 3,536,000
	$ 8,612,000				**Cycle 6 Total**			$ 37,000	$ 534,000	$ 4,971,974	$ 5,047,234	$10,590,208

RCTA has leaned heavily upon Green Dot over the last two plus years to get these TIRCP projects moving, first through PA/ED (Environmental) phases for both projects, then PS&E for Williams and soon the Transit Center. Table 2 below shows a summary of invoices to date, showing the Green Dot has billed out just under $292k as of October with additional invoices in process that will bring the total to over $300,000.

Table 2: Green Dot TIRCP Project Management Invoice History

Green DOT Transportation Solutions

Sales by Customer Summary
February 1, 2024-November 20, 2026

	Total
108 Redwood Coast Transit Authority	
108-005 Williams Drive	142,399.25
108-006 Downtown Transit Center	149,489.75
108-007 Cycle 8 TIRCP	28,390.00
Total for 108 Redwood Coast Transit Authority	$320,279.00
TOTAL	$320,279.00

Table 3 on the next page shows the most recent estimate of further project management support needs to bring all three TIRCP capital projects to completion. To be cautious, staff recommends adding $150k to the contract.

Table 3: Projected Hours of Project Management to Complete TIRCP Projects – Effective November 23, 2026

	Years	Qty	Total	Hours	Cost
					$ 250.00
Quarterly Reporting	4	4	16	3	$ 12,000.00
CTC Meetings	1	5	5	5	$ 6,250.00
RFP Process Transit Center PS&E			1	25	$ 6,250.00
RFP Process Transit Center CON			1	25	$ 6,250.00
RFR Quarterly	4	4	16	2.5	$ 10,000.00
PM Meetings	4	24	96	1	$ 24,000.00
					$ 64,750.00

This is a realistic, but conservative estimate of the tasks remaining to bring all three TIRCP-funded capital projects to completion. Due to past experience with unexpected tasks and challenges manuevering through multiple phases of projects, staff recommend increasing the agreement by $150,000. Should that amount not be needed, additional funds can be used in construction phases of projects or to purchase EV buses.

Project Management Costs

RCTA operates with the leanest administrative structure of any independent transit agency in California. With administrative capacity severely limited to one half-time position shared by multiple experienced transit professionals, RCTA engaged Green DOT Transportation Solutions to provide essential staff-extension project management support for the duration of the three TIRCP- and SB 125-funded projects. The multi-year project management support contract was approved in April 2024 with a not-to-exceed amount of $304,950. This value was established based on four percent of the total estimated construction costs at the time of

proposal development ($7,580,000). This has proven to be well short of the amount needed to deliver these projects.

Green DOT's support has been critical to advancing these projects. To date, services have included weekly project coordination meetings with RCTA; regular coordination with the California Transportation Commission (CTC) and Caltrans; consultant procurement support (including RFP development, proposal evaluation, and interview participation); ongoing consultant coordination; preparation of TIRCP monthly meeting materials and quarterly reports; allocation request support; future phase planning; and planning services to respond to evolving project needs. As the projects have progressed, the level of coordination, reporting, and interagency engagement required has exceeded initial assumptions, resulting in a higher-than-anticipated expenditure rate under the base contract.

As a result, Green DOT has expended approximately $300,000 (98 percent) of the original not-to-exceed amount as of late 2026—equating to roughly $125,000 per year, compared to the originally anticipated annual level of effort of approximately $61,000. The projects and processes have been more involved than originally anticipated, while RCTA has faced numerous other routine challenges that have been met by leaning heavily upon Green Dot to take the lead on these TIRCP capital projects.

Green DOT and RCTA explored opportunities to rebalance or reduce workload in order to lessen the need for a contract amendment, or at least to reduce the magnitude of the amendment. However, given the complexity of the remaining work and the importance of maintaining continuity and accountability through project delivery, it was determined that reducing scope or responsibility *significantly* would pose risks to project outcomes. That said, it is anticipated that the burn down rate will (and has over the last 18 months) decline in the future years. Upcoming tasks include continued consultant and contractor procurement, construction-phase coordination, allocation and reporting support, and overall project management through delivery and closeout phases.

Based on the remaining project delivery timeline and anticipated level of effort, an amendment is anticipated to increase the contract by $150,000 (approximately $50,000 per year for the each of the three remaining years) to allow Alta Planning & Design (formerly Green DOT Transportation Solutions) to continue providing critical project management services through project completion. This amendment also adds one more year to the term in case projects suffer unanticipated delays. Should the projects extend through 2030, the average rate per future year shall fall below $40,000.

Recommendation

Approve Amendment #1 to On Call Project Management Support Agreement with Green Dot, Changing Name from Green Dot Transportation Solutions to Alta Planning & Design, adding a not-to-exceed figure of $150,000, and extending the term by one year, into 2030.

Attachments: Exhibit A – Status of TIRCP Projects as if November 2026
Amendment #1 – Agreement with Alta Planning & Design

Exhibit A

Individual Project Updates

Williams Drive Electric Bus Charging Infrastructure

The Williams Drive Charging Stations Project was the first component of RCTA's TIRCP program to advance into implementation, initiating in 2024. It represented a logical starting point, as charging infrastructure is a prerequisite to placing RCTA's six battery-electric buses into revenue service.

The environmental phase was completed in January 2025, culminating in adoption of a Negative Declaration by the RCTA Board on January 27, 2025. The design phase received allocation approval from the California Transportation Commission (CTC) in January 2025. RCTA subsequently solicited engineering services and selected Dokken Engineering in June 2025 based on qualifications and experience.

Upon receipt of design cost proposals, estimated design costs exceeded the originally programmed amount for the phase by approximately 35 percent. This increase is attributed to significant escalation in labor costs, inflationary pressures, and the project's remote location relative to consultant offices. To address this shortfall, RCTA successfully reprogrammed $184,000 from Construction to design through the CTC in August 2025, increasing the total PS&E phase budget to $434,000.

As the project advanced, it became apparent that the original RFP and scope of work did not fully capture RCTA's intent to include two backup generators as part of the charging station system. In addition, a site survey was required to clarify the extent of a modified leasehold area, supporting both the project and RCTA's ongoing partnership with the County and State Fairgrounds. These additional requirements resulted in Amendment No. 1 to Dokken's contract, increasing the budget by $33,000 (to a total of $401,000 in PSE phase), which was approved by the RCTA Board in December 2025.

Despite these scope refinements, the project has progressed steadily and achieved the draft 100 percent design milestone in mid-2026. The design phase closeout is underway and RFR is imminent. The project has hit a pause while a new ground lease is negotiated with the State Fairgrounds. RCTA is reluctant to further invest in this property if a fair, sustainable lease is not achieved. Initial proposals from the State including a tripling of monthly rents over time, and an immediate doubling which seems unjustified in todays real estate market. Should the new lease be agreed upon and approved, RCTA is ready to secure a construction management consultant and go to bid by mid-2027. The latest engineer's estimate for the project, excluding the pricey optional shade structure over the bus parking area, is $2.5M plus contingency for a total of $2.88M.

Downtown Transit Center

The Downtown Transit Center project originated in 2022 with RCTA's Transit Hub Feasibility Study, which evaluated and identified potential sites for a new transit center. Following this effort, RCTA successfully secured funding to design and construct the project using a combination of TIRCP and SB 125 funds, totaling approximately $4.6 million. The project will provide RCTA riders with a permanent, centralized transfer facility featuring staffed ticketing, improved passenger amenities, and enhanced oversight and security.

The Transit Center is planned for construction within the City's existing Library Parking Lot, located approximately 200 feet from the current transit transfer location in the Library Parking Lot at the northwest corner of Front and K Streets. An MOU for use of the parking lot site was executed between RCTA and the City of Crescent City in September 2025. A long-term ground lease, anticipated to be adopted within the next year, will establish the framework governing project design and construction, as well as ongoing operational responsibilities, including security, janitorial services, maintenance, and cost-sharing arrangements. RCTA's preference is for the City to provide janitorial and maintenance services using existing City staff.

Throughout project development, RCTA has actively participated in the City of Crescent City's Downtown Specific Plan process. The Downtown Transit Center is widely regarded as a key catalyst for revitalization of the Downtown area, supporting expansion northward from Front Street. Over the past year, RCTA has worked closely with the City and its urban design consultants through several iterations of the Transit Center kiosk and site layout to ensure consistency with anticipated design standards. The current concept envisions a small building, possibly two-stories, with walkup ticket windows, office space for housing dispatch and driver break activities, as well as public and driver restrooms, and additional off-street bus bays. (see Figure 1).

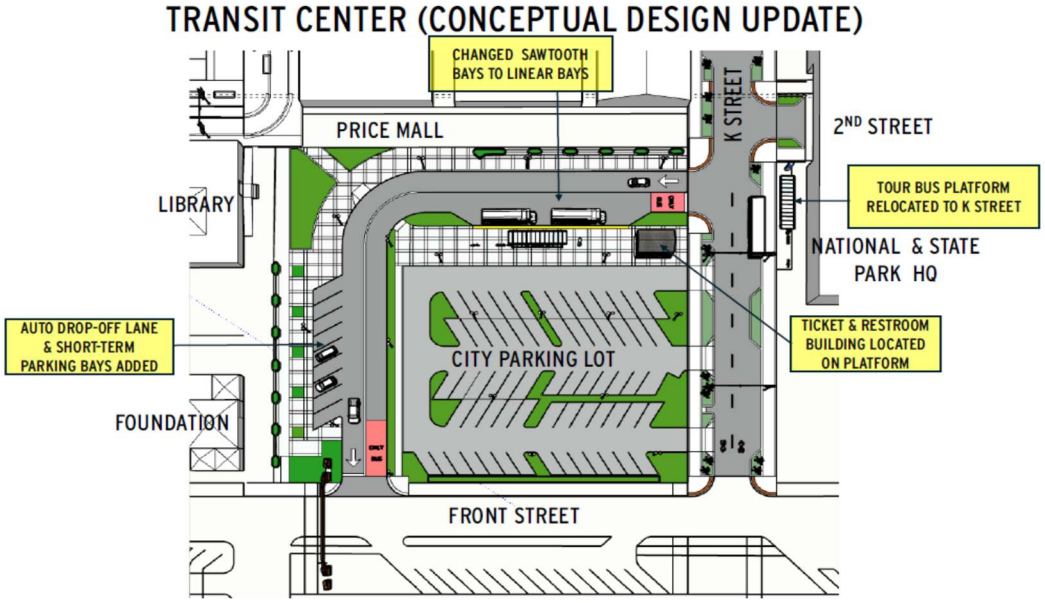


Figure 1: Transit Center Concept Designs – August 2026

In the summer of 2026, RCTA temporarily relocated the existing transit transfer operations from Front Street to an interim location on 3rd and K (Grocery Outlet) to accommodate the City's Front Street Improvements. This temporary facility will need to be utilized until the Transit Center project completes construction, likely in 2029.

The environmental phase (PA&ED) received allocation approval from the California Transportation Commission in January 2025. RCTA subsequently solicited environmental consulting services and selected NorthPoint Consulting in June 2025 based on qualifications. The project has progressed steadily through environmental review, and NorthPoint submitted the Architectural Review packet and supporting CEQA Negative Declaration documentation on December 19, 2025. RCTA received Planning Commission approval on February 12, 2026 and has supported the City's filing of the enviro documents with the State Clearinghouse.

RCTA was awarded Plans, Specifications, and Estimates (PS&E, also known as design) funding from the CTC at its May 2026 meeting. However, there was a routine delay of nearly 6 months between the actual CTC allocation approval and the required issuance of the phase's Program Supplement Agreement (PSA). RCTA cannot incur any reimbursable project phase costs until the execution of the PSA. RCTA originally programmed $250,000 for the PS&E (design), but based on lessons learned from the Williams Drive project, and general inflation issues, is moving another $500,000 of funding from construction to PS&E to ensure adequate funding for what is expected to be a very involved design. This high-profile project will be required to both design for function but also for form, as it is a key anchor project for the City's downtown revitalization plans.

Procurement of Electric Buses

This project will begin soon due to the desire to receive a larger (five buses) batch of EV buses shortly after conclusion of the construction phase of the Williams Drive Charging Stations Project. This project is funded by a mix of funds, including second tranche SB 125 and ZETCP (Zero Emission Transit Capital Program) funds that are limited to purchase of ZEB vehicles (EV buses). RCTA is not sure which available EV cutaway bus to order, so funds for one bus were separated from the rest to purchase another "pilot" EV bus. This will allow for comparison and evaluation against the first EV bus that finally arrived in mid-2026, the Endera Model B. EV buses, like their petroleum-powered counterparts, must be ordered well in advance of receipt, with production backlogs of a year or more common.

RCTA is struggling with EV availability and design issues. RCTA strongly prefers to use low-floor buses on its local routes, due to safety and running time efficiency advantages. However, the initial EV, the Endera Model B is not a low-floor vehicle, as none were available at the time of the Endera order. There is only one firm producing low-floor electric cutaways, and their low-floor cutaway is new, with very few buses in revenue service. Initial feedback from the first couple months of revenue service on the Endera are positive, however the main complaint is exactly what RCTA expected, the high steps riders have to maneuver into and out of the bus.
Between the inordinate time it has taken to receive the first "pilot" Endera bus and the lack of available low-floor options, RCTA is not convinced that ordering more Endera buses is the

optimal choice. RCTA wants to purchase one more “pilot” EV to compare the Endera to, and hopes to try a low-floor variant.

Next Steps

RCTA is very interested in the only currently-available low-floor EV cutaway, the Optimal Model S, should it become available for purchase for public transit usage. While RCTA will not use federal funds to purchase these next six electric buses, eventually it is highly likely that RCTA will need to use FTA funds, through Caltrans, for the majority of replacement bus purchase costs. Because of the additional requirements placed on buses by the FTA, some buses never achieve FTA approval and cannot be purchased using federal funds. RCTA is reluctant to purchase a pilot bus until such bus has achieved FTA-approval for transit usage. As RCTA currently understands the situation, Optimal is working through FTA requirements with the intent of being fully compliant. This would be the ideal scenario should it come to fruition.

EXHIBIT B

FIRST AMENDMENT TO AGREEMENT FOR ON CALL PROJECT MANAGEMENT SUPPORT SERVICES

This First Amendment modifies the Agreement for on call project management support services effective November 23, 2026, by and between the Redwood Coast Transit Authority (RCTA) and Alta Planning + Design (Alta) Inc., an independent Contractor (Consultant), collectively the "Parties".

WHEREAS, RCTA issued a Request for Proposals on March 29, 2024 for on call project management support services and Green Dot Transportation Solutions (Green Dot) submitted a timely and complete proposal, and RCTA selected Green Dot for the work; and

WHEREAS, effective April 30, 2024, RCTA and Green Dot entered into the Agreement for On Call Project Management Support Services (Agreement); and

WHEREAS, concurrently with this First Amendment, RCTA, Green Dot, and Alta are entering into the Assignment and Assumption Agreement attached as Attachment A. Under that agreement, Green Dot assigns the Agreement to Alta, Alta assumes all of Green Dot's obligations under the Agreement, and RCTA consents to the assignment under Section 15 of the Agreement; and

WHEREAS, the Parties now intend by this First Amendment to increase the not-to-exceed amount by $150,000, for a total not-to-exceed amount of $455,000 and for RCTA to exercise the first one-year option to extend the term of the Agreement through April 30, 2030, at the original proposal rates in the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Assignment and Assumption Agreement**. The Assignment and Assumption Agreement attached as Attachment A is incorporated into this First Amendment by reference.

2. **Term.** Section 3, Term of Agreement, of the Agreement is deleted in its entirety and replaced with the following:

> The term of this Agreement will commence upon April 30, 2024 (Effective Date) and end on April 30, 2030. 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. **Compensation.** The third paragraph of Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

   There is no guaranteed amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that RCTA has authorized to be expended for this Agreement will not exceed $455,000 (Four Hundred Fifty-Five Thousand Dollars). RCTA will pay the CONSULTANT in accordance with Section 6.

4. Except for the modifications to the Agreement expressly set forth in this First Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this First Amendment to this Agreement as of the day and year first above written.

CONTRACTOR

By:_____

By:_____

signatory, Alta , Inc

Date: _____

_____

REDWOOD COAST TRANSIT AUTHORITY

Darrin Short
Chair, Board of Directors

Date:

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and among Green Dot Transportation Solutions ("Assignor"), Alta Planning + Design ("Assignee"), and the Redwood Coast Transit Authority ("RCTA"). Assignor, Assignee, and RCTA are each a "Party" and collectively the "Parties."

R E C I T A L S:

A. Following a Request for Proposals dated March 29, 2024, RCTA and Assignor entered into the Agreement for On Call Project Management Support Services dated April 29, 2024, with an Effective Date of April 30, 2024. That agreement, including all attachments, exhibits, and Work Directives issued under it, as amended from time to time, is the "Services Agreement."

B. On April 1, 2026, Assignee acquired Assignor. Assignor wishes to assign all of their rights and obligations under the Services Agreement to Assignee, and Assignee wishes to assume all of the rights and obligations of Assignor under the Services Agreement, all as set forth below.

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of its rights and obligations under the Services Agreement, and Assignee hereby accepts and assumes all of the rights and obligations of Assignor under the Services Agreement. Assignee agrees to observe and fully perform all duties and obligations of Assignor under the Services Agreement. This includes all obligations and liabilities arising from services performed before the Effective Date. RCTA may enforce against Assignee all of RCTA's rights and remedies under the Services Agreement, including remedies for any default that occurred before the Effective Date.

2. Successors and Assigns. RCTA consents to the assignment and assumption described in Section 1 under Section 15 of the Services Agreement. This consent applies only to the assignment described in this Agreement. It does not waive the requirement of RCTA's consent to any future assignment, and it does not modify the Services Agreement except as expressly stated in this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement may be executed in one or more counterparts by actual or facsimile signature (with original signatures to follow by overnight mail). All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR / GREEN DOT TRANSPORTATION SOLUTIONS: _____

Name:
Title:
Date:

ASSIGNEE / ALTA PLANNING + DESIGN: _____

Name:
Title:
Date:

CONSENT:

REDWOOD COAST TRANSIT AUTHORITY: _____

Name:
Title:
Date:

November 23, 2026

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) for the Downtown Transit Center Project

---

RECOMMENDATION

Approve Release of Request for Qualifications (RFQ) for Plans, Specifications, and Estimates (PS&E) for the Downtown Transit Center 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 second allocation ($500k) for the Downtown Transit Center Project PS&E (design) phase and is now able to begin work. RCTA has prepared a RFQ for architectural and design work that will be released in late November 2026 with consultant proposals due in early January. The RCTA Board will award a contract to the highest scoring firm at the late January RCTA Board Meeting.

DISCUSSION

RCTA received its CTC (California Transportation Commission) approval of $500,000 for the PS&E (design) phase at the May 2026 CTC Meeting, but was required to wait to begin expenditures until Caltrans issued the supplemental program agreement, which was executed in October, 2026. The RFQ being used for this project is very similar to that which was used to solicit the PS&E (design) proposal for the Williams Drive Charging Stations project one year plus ago. Proposals will be due on January 8th, a scoring committee will be formed, and the awarding of the contract will be placed on the late January, 2027 RCTA Board agenda. Once under contract, the design work will span most if not all of 2027, with request for Construction funding to follow in early 2028. 2027 will be the year design work is completed, with a target construction date of summer 2028.

RECOMMENDATION

That the Board approve the release of the RCTA Plans, Specifications, and Estimates (PS&E) RFQ for the Downtown Transit Center Project.

Attachment – Draft Request for Qualifications – RCTA Downtown Transit Center PS&E (design) Services

Request for Qualifications
For
Architecture and Engineering Design
For
Cresent City Transit Center
#CP116

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

Submittal Deadline
January 8, 2027
5:00PM PDT

Reply to:

:

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

TABLE OF CONTENTS

Page

1. INVITATION 3
2. INTRODUCTION 4
   A. Summary and Term 4
   B. Background Information 4
   C. Budget 6
3. CONTENT 6
   A. Scope of Services 6
   B. Cover Letter 6
   C. Letter of Introduction 6
   D. Table of Contents 6
   E. Approach to Providing Services: Team Organization and Management Plan ..... 7~~6~~
   F. Company Qualifications, Experience, and References 7
   G. Qualifications and Experience of Key Personnel ..... 8~~7~~
   H. Separate Sealed Cost Proposal 8
   I. Levine Act 8
   J. Licenses and Certifications 8
   K. Conflicts of Interest ..... 9~~8~~
4. SOLICITATION PROCESS 9
   A. Submission of Questions and Requests for Clarification 9
   B. Addenda to RFQ 9
   C. Submission of Submittals 9
   D. Cost of Development ..... 10~~9~~
   E. Validity of Submittals 10
   F. Withdrawal of Submittals 10
   G. Evaluation of Submittals and Selection Process 10
   H. Interviews 11
   I. Revised Submittals, Interviews and Negotiations 11
   J. Contract Award 11
   K. Protest Procedures ..... 12~~11~~
   L. Ex-Parte Communications 12
   M. Confidentiality 12
   N. Waiver 13
   O. RCTA's Rights 13
5. CONTRACTUAL REQUIREMENTS 14
   A. Agreement for Services 14

B. Insurance and Indemnification Requirements 14
6. SUBMITTAL CONTENT CHECKLIST 14
7. APPENDICES 15

1. INVITATION

The Redwood Coast Transit Authority (RCTA) is seeking qualifications from qualified firms to provide architectural and engineering design services and prepare a bid package for the construction of the Cresent City Transit Center.

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

Activity	Date
RFQ Issued	**November 30, 2026**
Questions Submittal Deadline	**December 11, 2026**
Responses Posted on RCTA Website	**December 21, 2026**
Qualifications Due	**January 8, 2027 @ 5:00 PM PDT**
Interviews (if required)	**Week of January 18, 2027**
Contract Award (tentative)	**January 25, 2027**
Notice to Proceed (tentative)	**January 29, 2027**

Submittals must be sent to Joseph Rye, Executive Director by 5:00 p.m. January 8, 2027. Qualifications packages are required to be hard copy submissions received by RCTA by January 8, 2027 by 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 executivedirector@redwoodcoasttransit.org.

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) and architectural services from qualified individuals or firms for the project. PS&E and architecture will require review and approval by Caltrans and the City of Crescent City pursuant to appropriate design guidelines and codes. The work will typically be related to plans, specifications, and estimates, including engineering design services to develop the new Crescent City Transit Center. Additionally, a complete final set of architectural and engineering plans, engineer's cost estimate and bid package must be included.

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 0.75 acres of the lot will be reconstructed to host the new Transit Center with improved pedestrian facilities, bus parking, and right of way. The project is an integral component of the City's overall Downtown Specific Plan vision and City has and will continue to play a major role in the development of the project. The buses will enter the facility from Front Street, and exit onto K Street, which will require a widening of the current driveway and turning radius. A platform will be constructed which will include the proposed 16' x 24' two-story ticket and restroom building, and loading zone (linear bus bays) for the buses. The new building will have ADA-compliant publicly accessible restrooms. The construction of the building shall include materials to allow the area to be heated and cooled economically. It shall also allow an attractive visual appeal consistent with the City's downtown aesthetic and specific plan. A landscaping plan will be required that includes drought-tolerant native plantings and stormwater retention areas. Automobiles will be able to access the Transit Center by entering from K Street and exiting onto Front Street, with dedicated drop-off lanes and short-term parking bays included in the proposed design. Lastly a tour bus platform will be located on K Street. Both bus bays and tour bus platform will include passenger shelters and 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.

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. RCTA intends to advertise this project for bidding in 2028.

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, Pulikla Tribe of Yurok People, 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 26,410 in 2025. This includes a population of 20,800 within the unincorporated area of the County and 6,209 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 plus two option years and includes all maintenance and operations

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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 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 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 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 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 products 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 44, 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.

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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 executivedirector@redwoodcoasttransit.org. 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 December 11, 2026. Responses will be posted to RCTA's website by December 21, 2026.

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. January 8, 2027. Qualifications packages are required to be hard copy submissions received by RCTA by January

8, 2027 at 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 executivedirector@redwoodcoasttransit.org 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.F4.~~G~~., Validity of Submittals, or any agreed-upon extension thereof.

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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 firms 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 proposal, 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.C~~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 Section3.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 via Email~~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.

Commented [JR2]: Do we have to have hard copy, that complicates my life

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) and architectural services from qualified individuals or firms for the project. PS&E and architecture will require review and approval by Caltrans and the City of Crescent City. The work will typically be related to architecture, site design, and plans, specifications, and estimates, but also includes a production of a comprehensive construction bid package ready for release.

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 0.75 acres of the lot will be reconstructed to host the new Transit Center with improved pedestrian facilities, bus parking, and right of way. The buses will enter the facility from Front Street, and exit onto K Street, which will require a widening of the current driveway and turning radius. A platform will be constructed which will include the proposed 16' x 24' two-story ticket and restroom building, and loading zone (linear bus bays) for the buses. The new building will have ADA-compliant publicly accessible restrooms. The construction of the building shall include materials to allow the area to be heated and cooled economically. It shall also allow and attractive visual appeal. A landscaping plan will be required that includes drought-tolerant native plantings and stormwater retention areas. Automobiles will be able to access the Transit Center by entering from K Street and exiting onto Front Street, with dedicated drop-off lanes and short-term parking bays included in the proposed design. Lastly a tour bus platform will be located on K Street. Both bus bays and tour bus platform will include passenger shelters and benches as well as real time information systems (RTIS) that inform customers when the next buses will depart. 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.

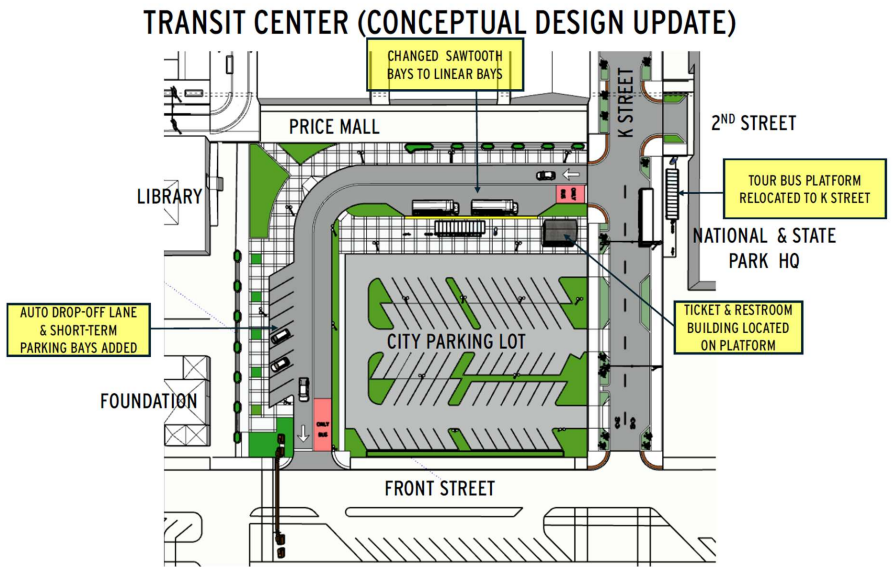
RCTA desires to have review and comment phases at the standard design increments of 30%, 60%, 90% (with Engineer's Cost Estimate) and 100% design milestones, prior to assembly of bid documents.

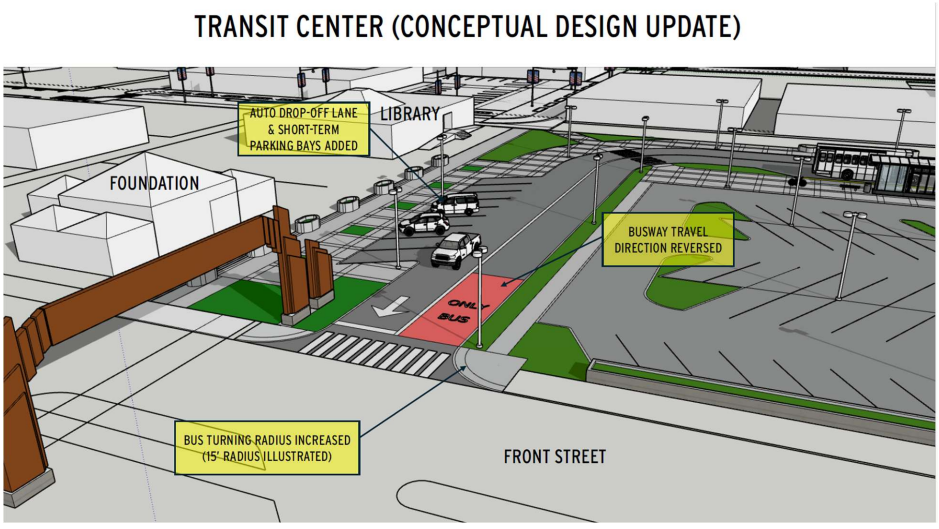
Please see the current conceptual designs on the following pages for additional project information. For more detailed information on the environmental process, you can find the Negative Declaration at:

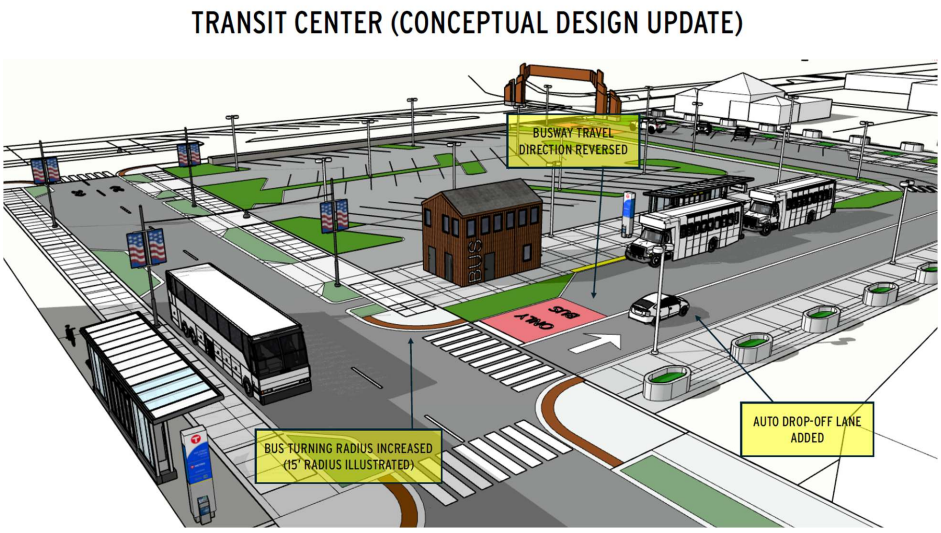
https://redwoodcoasttransit.org/2024/10/rcta-releases--for-project-approvals-environmental-documents/

Commented [PP3]: Jeff- is this already posted? Update link when complete

Commented [JS3R2]: We need to get the Env. Info onto the RCTA website.


TRANSIT CENTER (CONCEPTUAL DESIGN UPDATE)
CHANGED SAWTOOTH BAYS TO LINEAR BAYS
PRICE MALL
K STREET
2ND STREET
LIBRARY
TOUR BUS PLATFORM RELOCATED TO K STREET
NATIONAL & STATE PARK HQ
AUTO DROP-OFF LANE & SHORT-TERM PARKING BAYS ADDED
CITY PARKING LOT
TICKET & RESTROOM BUILDING LOCATED ON PLATFORM
FOUNDATION
FRONT STREET


TRANSIT CENTER (CONCEPTUAL DESIGN UPDATE)
AUTO DROP-OFF LANE & SHORT-TERM PARKING BAYS ADDED
LIBRARY
FOUNDATION
BUSWAY TRAVEL DIRECTION REVERSED
ONLY
BUS
BUS TURNING RADIUS INCREASED (15' RADIUS ILLUSTRATED)
FRONT STREET



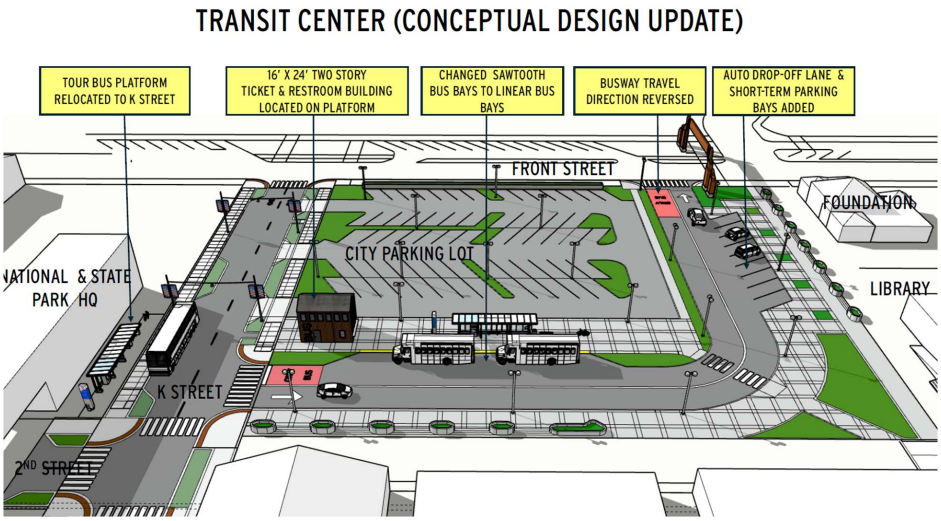


Figure 1: Concept Plan

APPENDIX B, Sample Agreement for Services

Table of Contents

1. INVITATION 3
2. INTRODUCTION 4
3. CONTENT 6
4. SOLICITATION PROCESS 9
5. CONTRACTUAL REQUIREMENTS 14
6. SUBMITTAL CONTENT CHECKLIST 14
1. SCOPE OF SERVICES 2120
2. TERM OF AGREEMENT 2120
3. CONSULTANT'S REPRESENTATIVE 2221
4. COMPENSATION 2221
5. MANNER OF PAYMENT 2726
6. NOTICES 2827
7. OWNERSHIP OF WORK 2827
8. CONFIDENTIALITY 2928
9. USE OF SUBCONTRACTORS/SUBCONSULTANTS 2928
10. CHANGES 2928
11. RESPONSIBILITY: INDEMNIFICATION 3029
12. INSURANCE 3029
13. CONSULTANT'S STATUS 3029
14. ASSIGNMENT 3029
15. LITIGATION SUPPORT 3029
16. RCTA WARRANTIES 3130
17. RCTA REPRESENTATIVE 3130
18. WARRANTY OF SERVICES 3130
19. CLAIMS OR DISPUTES 3130
20. REMEDIES 3231
21. TEMPORARY SUSPENSION OF WORK 3231
22. TERMINATION 3332
23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS 3433
24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT 3433
25. EQUAL EMPLOYMENT OPPORTUNITY (EEO) 3433
26. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY 3635
27. CONFLICT OF INTEREST 3635
28. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA) 3837
29. ADDITIONAL REQUIREMENTS. NOT APPLICABLE 3938

30. ATTORNEYS' FEES 3938
31. WAIVER 3938
32. SEVERABILITY 3938
33. NO THIRD PARTY BENEFICIARIES 3938
34. APPLICABLE LAW 3938
35. RIGHTS AND REMEDIES OF THE RCTA 3938
36. BINDING ON SUCCESSORS 3938
37. ENTIRE AGREEMENT; MODIFICATION 3938

This AGREEMENT for Plans, Specifications, Estimates Engineering and Design, and Architectural Services for the RCTA Crescent City Transit Center (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").

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.

TERM OF AGREEMENT February 1, 2027 to January 31, 2028

The term of this Agreement will be for a 1-year term commencing upon February 1, 2027 (Effective Date) and ending on January 31, 2028. 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 2~~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 2028.

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 2223 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.

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).

Commented [JR4]: This part baffles me. Do we insert the max percentages here, and what do we base that upon? I will ask attorney, but we need to follow industry norms here?

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 4.25.2 through Section 4.6.45.6.4 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 4.6.2~~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.

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:

jeffschwein@AltaGo.com
executivedirector@redwoodcoasttransit.org

Commented [PP5]: Jeff - is your email still included here?

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: executivedirector@redwoodcoasttransit.org

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.

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.

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 7~~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 4~~5~~ or in the time of required performance as set forth in Section 2~~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.

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.

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 45 and 56, 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

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.