



**REQUEST FOR PROPOSALS FOR
CONSULTANT SERVICES TO PREPARE THE
2024 MODOC SHORT RANGE TRANSIT PLAN**

Date Released: January 25, 2024

**Modoc County Transportation Commission
108 S Main St.
Alturas, CA 96101**

Proposals are due prior to 3:00 p.m. March 1, 2024



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INTRODUCTION

The Modoc County Transportation Commission (MCTC), is requesting proposals (RFP) for consultant services for the preparation of the Short-Range Transit Plan (SRTP)

The SRTP will be funded with State and Local dollars requiring the successful Consultant to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed \$84,717.00 and with a performance period of the contract from the date approved by the MCTC through October 31, 2025.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all Consultants that MCTC staff has specifically e-mailed a copy of the RFP to and will be posted on the MCTC's website at modoctransportation.com

It shall be the Consultant's responsibility to check the MCTC's website to obtain any addenda that may be issued.

Submit 3 (3) hard copies and one (1) electronic copy in PDF format on a USB of the proposal. The hard copies and USB shall be mailed or submitted to the Commission prior to **3:00 p.m., March 1, 2024**. Proposals shall be submitted in a sealed package clearly marked "**MODOC 2024 SHORT RANGE TRANSIT PLAN**" and addressed as follows:

Debbie Pedersen
Executive Director
Modoc County Transportation Commission
108 S Main St.
Alturas, CA 96101

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the MCTC to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The MCTC reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the MCTC to do so. Furthermore, a contract award may not be made based solely on price.

Prospective Consultants are advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the MCTC.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated Consultant selection schedule is as follows:

Questions due: February 12, 2024

Proposals due: March 1, 2024

Proposal review and evaluation: 15 days

Cost Negotiation with first ranked consultant: 15 days

Contract Award and Notice to Proceed: April 2, 2024

Any questions related to this RFP shall be submitted in writing to the attention of Debbie Pedersen via email at dpedersen@modoctransportation.com 3:00 p.m. February 12, 2024

No oral question or inquiry about this RFP shall be accepted.

Addendum with answers will be published and distributed by: February 15, 2024

PROJECT DESCRIPTION AND BACKGROUND

The goals of this project is to develop a comprehensive 2024 Modoc County Short Range Transit Plan (SRTP) that will identify the existing and future regional transit needs for Modoc County, guide the Sage Stage future growth, develop a set of policies to define Sage Stage growth objectives, develop performance measures to track the success of the system, and develop an implementation plan that will provide a feasible plan for planning and funding operational and capital needs for Sage Stage. The final deliverable will be an adopted SRTP. Project partners include the MCTC, Caltrans District 2, and a consultant, which will be selected in the initial stages of project development.

The Commission is the Regional Transportation Planning Agency (RTPA) for Modoc County, a rural county with a population of approximately 8,690 as of January 1, 2022. Providing effective and efficient transportation services for Modoc County residents and visitors, especially for transit-dependent populations and disadvantaged communities, is a major objective of the MCTC. Sage Stage provides three intercity services and a local bus demand response service.

SCOPE OF WORK

General:

The Commission is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to **SRTP**.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

Consultant shall comply with all insurance requirements of the Commission included in the sample agreement in Attachment C.

Services to be Provided:

The Consultant selected shall provide all services to complete the **SRTP**.

Specifically, Consultant will be required to complete the following tasks:

- Project Team Coordination
- Analysis of Existing Conditions and Data
- Analysis of Existing Transit Services and Performance
- Analysis of Future Trends and Demands
- Develop First/Last Mile Strategies
- Public Outreach Assistance
- Review and Develop Transit Policies, Goals, and Performance Standards
- Develop Operational and Planning Objectives
- Recommend Operational and Capital Needs; assess the feasibility of “green” fleet transition.
- Prepare the Financial Plan
- Develop the Implementation Plan
- Develop a summary of Action Items
- Develop ADA accessible Draft and Final Short Range Transit Plan

Minimum Qualifications of Personnel – Consultant shall meet the appropriate minimum qualifications as required by this contract.

Materials to be Provided by the Agency – Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimates. Materials (if deemed applicable, necessary, and when available from the agency) that may be furnished or made available by the MCTC and were listed in this Contract, are for the Consultant’s use only and shall be returned at the end of the Contract.

Work to be Performed by the Agency –

- **Project Coordination** – Review, provide guidance, and approve all work products of the Consultant, provide direction to Consultant to perform procedures required by the funding agencies and programs, review and make payment of Consultant’s approved invoices for work performed and reimbursable expenses. Schedule the Social Service Transportation Advisory Council (SSTAC) and MCTC meetings for review of the draft and final SRTP.
- **Existing Data** – Commission will make available all technical data in MCTC’s possession and other information related to the project (in MCTC’s standard format).
- **Advertise and Award** – MCTC shall advertise and award the consultant contract. MCTC will perform primary duties of advertising the RFP.
- **Conflict of Interest Requirements** – proposers shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all Consultants. The intent of these guidelines is to assist in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter - Limit two (2) pages

The introductory (or transmittal) letter shall be addressed to:

Debbie Pedersen
Executive Director
Modoc County Transportation Commission
108 S Main St.
Alturas, CA 96101

The letter shall be on the Consultant's letterhead and include Consultant's contact name, mailing address, telephone number, and email address. The letter will address The Consultant's understanding of the services being requested and any other pertinent information Consultant believes should be included. All addendums published must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Consultant Information, Qualifications & Experience

The MCTC will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects within Modoc County or counties in the Northern California region. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of two (2) projects within the past ten (10) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager and contact information
3. Contract amount
4. Funding source
5. Date of contract
6. Date of completion
7. Consultant Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome
11. Project Agency Letter of Recommendation (References)

3. Organization and Approach

1. Describe the roles and organization of the proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available, and experience of your team as it relates to this project.
2. Describe the project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the Consultant. Key members, especially the Project Manager, shall have experience with this type of project, and shall be committed to being assigned to the project for the duration of the contract.

4. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables.
3. Describe cost control and budgeting methodology for this project.

5. Schedule of Work

Provide a detailed schedule for all phases of the project and the Consultant's services including time for reviews and approvals.

6. Conflict of Interest Statement

The Consultant shall disclose any financial, business, or other relationship with the MCTC that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The Consultant shall disclose any financial interest or relationship with any sub-contractor for the project.

7. Litigation

Indicate if Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Provide a statement that Consultant accepts the terms of the sample agreement in Appendix C, otherwise, indicate if the Consultant has any concerns or requested changes to the sample agreement. No changes requested during the contract negotiation period will be considered that are not included as requested herein.

Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for (90) ninety days following the date proposal submittals are due.

9. Cost Proposal/Fee Schedule

The proposal shall include a cost proposal/fee schedule for each service of the proposal. Consultant will be required to submit certified payroll records, if required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee). The Committee may be composed of MCTC staff, Caltrans, and other parties that may have expertise or experience in the services described herein. The Committee will review and rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the MCTC Contract Administrator/Project Manager only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk disqualification of Consultant.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight /100
1	Organization of Proposal	10
2	Cost Proposal/Fee Schedule	30
3	Staff Qualifications & Approach	20
4	Project Scope	20
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	References	10
	Subtotal:	100

1. Organization of Proposal (10 points)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Cost Proposal/Fee Schedule (30 points)

- a. Proposal clearly defines cost in spreadsheet format.

3. Staff Qualifications and Approach (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and Subcontractors to conduct services on both federal and nonfederal-aid projects.
- b. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- c. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of the team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Commission needs.

- d. Project and Management Approach
 - i. The team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. The team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- e. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- f. Working Relationship with Modoc County Local Agencies
 - i. The team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to the need to assist MCTC staff during the project.

4. Project Scope (20 points)

- a. Detailed Scope of Services to be provided:
 - i. The proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Consultant has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the Commission overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business, or other relationship with the Commission that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (10 points)

Provide as reference a Letter of Recommendation from at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Organization of Proposal		10	
2	Cost Proposal/Fee Schedule		30	
3	Staff Qualifications & Approach		20	
4	Project Scope		20	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		10	
	Total:		100	

APPENDIX C – SAMPLE AGREEMENT

**AGREEMENT BETWEEN THE MODOC COUNTY TRANSPORTATION
COMMISSION
AND
[CONSULTANT]**

1. RESPONSIBILITIES OF CONSULTANT

During the term of this agreement, the work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of other authorities with jurisdiction over the procurement of products

CONSULTANT (“CONSULTANT”) shall comply with all insurance requirements included in Exhibit A.

CONSULTANT shall provide all services to complete the Modoc Short-Range Transit Plan (SRTP), as detailed in the Scope of Work (Exhibit B).

2. RESPONSIBILITIES OF THE COMISSION

The **MODOC COUNTY TRANSPORTATION COMMISSION** (the “COMMISSION”) shall compensate CONSULTANT for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

CONSULTANT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C, and at increments according to Section 4 described in the Agreement and the attached Scope of Work (Exhibit B). The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for COMMISSION employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$84,717. CONSULTANT

shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONSULTANT shall have no claim against COMMISSION for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this Agreement. CONSULTANT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and CONSULTANT agrees that COMMISSION has no obligation, whatsoever, to compensate or reimburse CONSULTANT for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONSULTANT that exceed the Maximum Compensation amount set forth above. Should CONSULTANT receive any such payment it shall immediately notify COMMISSION and shall immediately repay all such funds to COMMISSION This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to COMMISSION an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. COMMISSION shall make payment of all undisputed amounts within 30 days of receipt of the CONSULTANT's invoice. COMMISSION shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing until executed by both parties and shall terminate October 31, 2025, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If CONSULTANT fails to perform his/her duties to the satisfaction of the COMMISSION, or if CONSULTANT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if CONSULTANT violates any of the terms or provisions of this agreement, then the COMMISSION shall have the right to terminate this agreement effective immediately upon the COMMISSION giving written notice thereof to the CONSULTANT. COMMISSION may terminate this agreement on 30 days' written notice. COMMISSION shall pay CONSULTANT for all work satisfactorily completed as of the date of notice. COMMISSION or CONSULTANT

may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the COMMISSION fail to appropriate sufficient funds for this agreement in any fiscal year.

The COMMISSION 's right to terminate this agreement will be exercised by the Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the COMMISSION.

9. EMPLOYMENT STATUS

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

California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a COMMISSION employee. COMMISSION shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COMMISSION's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other COMMISSION benefits.

10. **INDEMNIFICATION**

CONSULTANT shall defend, hold harmless, and indemnify COMMISSION, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of COMMISSION, damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of COMMISSION) being damaged, arising out of CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. CONSULTANT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. CONSULTANT shall also defend and indemnify COMMISSION against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the COMMISSION with respect to CONSULTANT's "independent CONSULTANT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

CONSULTANT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For CONSULTANT," attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by CONSULTANT under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the COMMISSION immediately.

14. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). The venue for any action arising from this agreement shall be in Modoc County, California.

15. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

16. NOTICES

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

If to COMMISSION:	Debbie Pedersen Executive Director Modoc County Transportation Commission 108 S Main St. Alturas, CA 96101
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If to CONSULTANT:	----- ----- -----
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Notice shall be deemed to be effective two days after mailing.

17. NON-EXCLUSIVE AGREEMENT:

CONSULTANT understands that this is not an exclusive agreement, and that COMMISSION shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CONSULTANT.

18. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

19. NO THIRD-PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

A. No Relationship between the California Department of Transportation and Third-Party Subcontractor. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party subcontractors, and no third-party contract shall relieve the CONSULTANT of his responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its third-party subcontractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONSULTANT. As a result, the California

Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party CONSULTANT.

- B. Agency's obligation to make payments to the CONSULTANT. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party subcontractor.
- C. Obligations on Behalf of the California Department of Transportation. The CONSULTANT shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- D. Awarding Agency Approval of Sub-agreements. Approval of the Awarding Agency in writing shall be required for all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract before such Contracts will impose any duty or legal obligation on the Awarding Agency. The CONSULTANT agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such sub-agreements must be approved by the Awarding Agency prior to implementation.

Access to Records

The Awarding Agency, the California Department of Transportation, and the State Auditor General shall have access to any books, records, and documents of the CONSULTANT and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONSULTANT shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

Record Keeping

The CONSULTANT and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the

performance and for three (3) years from the date of final payment under this Contract and all sub-agreements.

Accounting Records

The CONSULTANT shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONSULTANT's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any ~~federal~~, State, or local laws, regulations, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONSULTANT its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONSULTANT Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities

undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 from training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONSULTANT for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access

to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
- a. Withholding of payment to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONSULTANT shall include the provisions of these paragraphs A through F in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontractors or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONSULTANT may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONSULTANT may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set

forth in FTA Circular 4220.1F are hereby incorporated by reference. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests.

Energy Conservation.

The CONSULTANT agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONSULTANT. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to the Awarding Agency. If the CONSULTANT has any property in its possession belonging to the Awarding Agency, the CONSULTANT will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONSULTANT fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.
- C. If it is later determined by the Awarding Agency that the CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONSULTANT, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONSULTANT to continue work, or treat the termination as a termination for convenience.

D. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONSULTANT agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to complete the PROJECT.

Provisions for Resolution of Disputes, Breaches, or Other Litigation.

The Awarding Agency and the CONSULTANT shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONSULTANT shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONSULTANT. The CONSULTANT shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director. If the CONSULTANT's challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONSULTANT shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONSULTANT commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 OF Title 1. of the California Government Code.

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only).

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONSULTANT must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work ~~for federal purposes~~ and reserves the right to grant authority to others.

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONSULTANT agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940.

Section 504 and Americans with Disabilities Act Program Requirements

The CONSULTANT will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

IN WITNESS WHEREOF, COMMISSION and CONSULTANT have executed this agreement on the day and year set forth below upon signature by the Executive Director of COMMISSION.

**MODOC COUNTY TRANSPORTATION
COMMISSION**

Date: _____

----- **(Bold & Capital letters)**

Date: _____

Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subcontractors. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Consultant/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional

licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, COMMISSION shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Modoc County Transportation Commission, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “Modoc County Transportation Commission.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the COMMISSION. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT’s liability to COMMISSION and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT’s insurance coverage shall be primary insurance as respects the COMMISSION, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COMMISSION, its officers, officials, employees, or volunteers shall be excess of CONSULTANT’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the COMMISSION.”

Acceptability of Insurers

CONSULTANT’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the COMMISSION. The COMMISSION reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SUBCONTRACTORS

CONSULTANT shall require and verify that all SUBCONTRACTORS maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. COMMISSION, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, COMMISSION may purchase such required insurance coverage, and without further notice to CONSULTANT, COMMISSION may deduct from sums due to CONSULTANT any premium costs advanced by COMMISSION for such insurance.

Policy Obligations

CONSULTANT’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish COMMISSION with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the COMMISSION prior to COMMISSION signing the agreement and before work

commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The COMMISSION reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit B
SCOPE OF WORK

SCOPE OF WORK

Project Information	
Grant Category	Multimodal
Grant Fiscal Year	2023-24
Project Title	Modoc Short Range Transit Plan
Organization (Legal name)	Modoc County Transportation Commission

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The project scope of work is for the five-year Modoc Short Range Transit Plan. This plan will review and analyze the regional opportunities that will assist with transportation planning, grants, and efficiencies.

HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Modoc County's HPI score is 3 for the entire county; Lassen, Siskiyou, and Shasta also score 3.

A SRTP will improve transportation efficiencies, which will improve social and environmental conditions that contribute to health by improving transportation access, access to medical facilities and education, and access to parks and open space. The plan will identify new and improved service enhancements.

The CA Disadvantaged Communities Mapping Tool (DAC Mapping Tool) shows the following communities, served by Sage Stage, as Severely Disadvantaged Communities with median household income below \$47,203: Alturas, Canby, Newell, Adin, NuBieber, Bieber, McArthur, Fall River, Bella Vista, Litchfield, and Susanville.

Madeline, Doyle, Ravendale, Likely, Chilcoot, Vinton, Hawley, Beckwourth, Portola (via Plumas passenger transfer), and Tulelake are shown as Disadvantaged Communities with median household income of \$47,203-\$62,938.

Sage Stage currently operates a demand response service within 10 miles of our office at 108 S. Main Street. Passengers can reserve a ride or call the driver for same-day service. This service is provided Monday through Friday from 7:45 a.m. to 5:15 p.m. In addition, 3 intercity services are provided - Monday, Wednesday, and Friday Sage Stage departs from Alturas at 8:00 a.m. and travels to Reno, NV via Susanville (Lassen county). We return from Reno each afternoon via Susanville and arrive in Alturas around 5:30 p.m. Tuesday Sage Stage travels to Redding (Shasta county), departing from Alturas at 7:30 a.m. We return from Redding in the afternoon and arrive in Alturas around 4:30 p.m. Thursday Sage Stage travels to Klamath Falls, OR - we depart from Alturas at 8:00 a.m. and travel to Klamath Falls, OR. We pick up passengers in Tulelake, CA (Siskiyou) along the way. We return from Klamath Falls, OR (Klamath county) in the afternoon and arrive in Alturas around 3:45 p.m.

Comments are received annually during the unmet transit needs process and many of these include expansion of service or service to a new location. The SRTP will assess the viability of

these requests and document them. The SRTP is utilized to secure future FTA 5311f funding, make efficient use of taxpayer funds, provide information of operations and capital asset forecasts and is used to support our annual budget and reserve. Outreach to disadvantaged communities will provide an opportunity to explain our services and answer questions about Sage Stage.

The 2020 Census shows Modoc's population is 8,700.

Race and Hispanic Origin 2020 Census

White alone	87.20%
Black or African American	1.6%
American Indian and Alaska Native	5.4%
Asian	1.4%
Native Hawaiian, Pacific Islander	0.4%
2 or more races	3.9%
Hispanic or Latino	15.4%

Project Stakeholders

MCTC will hire a consultant to prepare the SRTP; project stakeholders include the Social Service Transportation Advisory Committee, area transit service providers and third party contractor, the general public, area groups (Rotary, Modoc Economic Development Council, etc., city, county, and local agencies, Tribal governments and members (as listed in the application), adjacent RTPAs and transportation departments, chamber of commerce and businesses, elderly and disabled communities, TEACH Senior services, Modoc County Public Health and Social Services, Modoc Medical Center, and Modoc County CalWORKS.

Overall Project Objectives

To set goals, objectives, performance measures, and standards to evaluate and monitor the transit service, as follows:

- Assess the applicability of the Sage Stage transit service with other modes of transportation and interregional connectivity to increase accessibility and develop recommendations on possible near-term actions.
- Conduct interviews with current Sage Stage passengers and stakeholders to gather data and assess current needs and trends.
- Develop future service scenarios that will improve the connectivity between the different services and be responsive to the public's needs as identified with rider surveys and public outreach.
- Assess fleet, maintenance schedule, and vehicle types to maximize safety and examine overall operating efficiency.
- Assess marketing and public outreach practices and develop new strategies and tools (website upgrades, radio ads, flyers, etc.) to promote services and accessibility.
- Assess the pros and cons of organizational changes that might result in cost savings and or efficiencies with input from local technical advisory committee and board members.
- Identify revenue opportunities for capital facilities and vehicles, on-going transit services and or expansions, intelligent technology tools (GTFS) and other planning studies that would help to support the economic vitality and efficiency.

Summary of Project Tasks

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, and meeting notes (action items) from project kick-off with consultant.

Task 03: Existing Conditions

The Consultant will analyze and summarize the existing operations, capital assets, funding/budgets, perform ride a longs and peer contacts, and interview passengers.

Task Deliverables
Achievable Deliverables:
<ul style="list-style-type: none"> • Summary of existing data, reports, and plans. • Current Service Summary • Categorized review of needs • Sage Stage services survey summary

Task 04: Analysis

The Consultant will perform a detailed analysis of future trends and demand, costs, budgets, ridership, farebox, and provide 3 alternative service models and recommend a preferred model.

Task Deliverables
Achievable Deliverables
<ul style="list-style-type: none"> • Analyze and summarize future trends and demand; • Review and summarize existing data, reports, and plans, including but not limited to previous Modoc Short Range, City and County Housing Elements and General Plans, 2019 Modoc Regional Transportation Plan, etc.;

- Ride Along, Peer contacts, Interviews, and onboard passenger survey;
- Conduct community outreach, workshops, public hearings (Board meetings) and summarize comments and action items for the SRTP.
- Develop Goals, Objectives, Performance Measures, and summary of Actions;
- Develop three alternatives, estimates, and plan assumptions;
- Refine data, cost, and revenue estimates;
- Preferred plan elements;
- Confirm service models can be funded by future budget scenarios; and
- Develop 2 alternative service models, that are fiscally constrained, for the Board, stakeholders, and public to evaluate and provide feedback/comments.

Task 05: Public Outreach

Conduct community outreach and present a summary of the plan development and actions. Communities may include the Sage Stage third party contractor, Newell Migrant Housing group, City of Alturas residents (provide free rides to this event), disadvantaged groups/communities, and post flyers at the Alturas Garden and Alturas Meadows apartments. Outreach efforts will be conducted by the consultant and attended by MCTC and interested stakeholders.

Task Deliverables
Achievable Deliverables:
Flyers, newspaper and website announcements, sign in sheets, community surveys, PowerPoint presentations, and plan summaries.

Task 06: Advisory Committee Meetings

Convene the Advisory Committee (Social Service Transportation Advisory Committee). Analyze agencies, stakeholders, and peers; recommend best practices and identify opportunities to coordinate services and new connections. The Advisory Committee meetings will be convened by MCTC and arranged by the consultant.

Task Deliverables
Achievable Deliverables:
Newspaper notices, agendas, meeting notes, list of attendees, list of action items.

Task 07: Draft and Final Plan

Consultant to prepare the Draft SRTP including an executive summary and summary of actions. Draft will be reviewed by the Advisory Committee, third party contractor, Caltrans, and the Modoc Transportation Agency Board.

The Final Plan will be adopted by the Board following a public hearing; the consultant will provide electronic and ADA accessible copies of the final plan.

Task Deliverables
Achievable Deliverables:

Draft Plan,
Public Review comments,
Action Plan summary
ADA accessible electronic copy Final Plan

Task 08: Board Review/Approval

The Final Modoc Short Range Transit Plan will be placed on the MTA Agenda for approval. Prior to the meeting, a legal notice will be published, and staff report prepared for distribution.

Comments will be accepted from interested parties, and staff will recommend adoption of the Final Plan. It is anticipated that the Board will approve/adopt the plan; the meeting minutes will reflect the action of the Board. The consultant will present the draft and final plan to the MCTC.

MCTC staff will prepare the agendas, legal notices, staff reports, and meeting minutes.

Task Deliverables
Achievable Deliverables
Board Agenda, legal notice, staff report, presentation materials, meeting minutes with board acceptance/approval.

Exhibit C

FEE SCHEDULE

(to be inserted from Consultant's proposal)