

## CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Fehr & Peers

Consultant

343 E. Main Street, STE 901

Stockton

CA

95202

MAILING ADDRESS

CITY

STATE

ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)  
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for a comprehensive assessment and development of a redesigned fixed-route bus network for Manteca Transit.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict

between Consultant's proposal or Consultant's attachments and the City's Contract and attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Tuesday, June 30, 2026, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## **3. COMPENSATION:**

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed One Hundred Thirty Eight Thousand Four Hundred Ninety Dollars and Zero Cents (\$138,490.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

**4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in accordance with the skill, care, and diligence ordinarily exercised by professional performing similar services in the same or similar locale and under the same or similar circumstances to that of Consultant under this Contract and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, to the extent caused by Consultant's negligent failure to act, or Consultant's negligent acts, errors, or omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract. In no event shall the costs to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A

VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability

insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Juan Portillo  
Transit Manager  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Meghan Mitman  
Principal/Vice President  
Fehr & Peers  
343 E. Main Street, STE 901  
Stockton, CA 95202  
(510) 851-7715  
g.picado-aguilar@fehrrandpeers.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving



a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: \_\_\_\_\_  
Toni Lundgren, City Manager

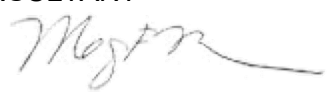
ATTEST:

By: \_\_\_\_\_  
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Riana Daniel, Acting City Attorney

CONSULTANT

By:  \_\_\_\_\_  
Title: Meghan Mitman, Vice President

## EXHIBIT A

### Scope of Work/Consultant Proposal



**Fehr & Peers**

# **Manteca Transit's Fixed Route Redesign Study**

**Improving & connecting communities.**

Prepared for:  
**City of Manteca**

Amendment submitted on:  
**October 20, 2025**  
(originally submitted on October 6, 2025)

October 6, 2025

**Juan Portillo, Transit Manager**

City of Manteca City Clerk's Office  
Public Works Department | Transit Division  
1001 W. Center Street  
Manteca, CA 95337

**Subject: Proposal to Provide Manteca Transit's Fixed Route Redesign Study Services**

Dear Juan:

On behalf of our Fehr & Peers team, I'm pleased to offer our proposal to support the City of Manteca develop a new design for its transit network that is responsive to community needs and well-integrated with regional transit services. As you may know, Fehr & Peers has recently worked with your neighbors on several projects re-envisioning mobility, at the regional network level for San Joaquin RTD and locally to develop a first-ever network of routes for the growing community of Lathrop. We're excited to continue to serve the Central Valley and build on those relationships in partnership with the City of Manteca.

Our approach to transit planning is rooted in our belief in building strong, trusted-advisor relationships with the communities where we reside, and using an integrated approach to transit, land use, travel behavior, traffic operations, and active transportation. We can offer insights into cities aligning services to best serve planning and mobility goals, implementing strategies that keep transit on time while balancing pedestrian and traffic safety, and reducing barriers to bus access.

We're pleased to have Gaby Picado-Aguilar as our **Project Manager & Primary Point of Contact**, who has most recently led Porterville's S RTP and brings a multi-disciplinary approach and international experience to her work. Jeremiah LaRose will work closely with her, bringing in over 18 years of experience in transit planning, including previously serving as the general manager and service planner for a small urban transit operator. Kari McNickle supports the team as a Central California-native whose close familiarity with Manteca and neighboring communities will help guide our efforts to be context-sensitive. This team has worked together on several Central Valley transit projects over the past five years and is excited for this opportunity to partner with the City of Manteca on reimagining the fixed route transit system. Gaby is available to answer any questions regarding our submittal at [G.Picado-Aguilar@fehrandpeers.com](mailto:G.Picado-Aguilar@fehrandpeers.com) or (510) 851-7715.

Sincerely,

**Fehr & Peers**



**Meghan Mitman** AICP, RSP21

**Principal | Vice President**

343 E. Main Street, Ste 901  
Stockton, CA 95202

*Fehr & Peers accepts the RFP Conditions Governing the Procurement. Our firm does not know of any potential conflicts of interest but will communicate conflicts should they arise.*

**2024 CLIENT SURVEY RESULTS**

After every project, we check in with our clients—and we truly value their feedback:

- ✓ **98% value**
- ✓ **98% quality**
- ✓ **98% service**
- ✓ **99% say they would use us again**

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**Fehr & Peers**

## PROPOSER INFORMATION FORM

### General Information

Business Name: Fehr & Peers

Business Type:

☒ Corporation (State of Incorporation CA ) ☐ Partnership

☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

Business Federal Tax ID Number: 68-0065540

DIR Number: 100001130 subcontractor Y/N N

### Corporate Headquarters

Address: 100 Pringle Avenue, Ste 630 | Walnut Creek, CA 94596

### Local Office (If Applicable)

Address: 343 E. Main Street, Ste 901 | Stockton, CA 95202

### Authorizing Contact

Name: Meghan Mitman Title: Vice President

Telephone: (925) 930-7100 Mobile: -

Email: M.Mitman@fehrandpeers.com

### Primary Contact

Name: Gaby Picado-Aguilar Title: Project Manager

Telephone: (510) 851-7715 Mobile: (510) 365-8113

Email: G.Picado-Aguilar@fehrandpeers.com

**Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.**

## ADDENDUM RECEIPT

\_\_\_\_\_ Fehr & Peers \_\_\_\_\_ (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Department, Transit Division: RFP Manteca Transit's Fixed Route Redesign Study

Addendum # \_\_\_\_\_ #1 \_\_\_\_\_

Signature \_\_\_\_\_ 

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_ 

Date \_\_\_\_\_ 10/6/2025 \_\_\_\_\_

Title \_\_\_\_\_ Vice President \_\_\_\_\_

Company Name \_\_\_\_\_ Fehr & Peers \_\_\_\_\_

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- Appendix B. Project Schedules
- Appendix C. Administrative Requirements



# Firm Introduction

We are a transportation planning and engineering firm with **24 offices and over 400 staff nationwide**. Since 1985, we've partnered with public and private clients to design safer, more effective ways for people and goods to move—creating spaces where everyone can thrive, today and for generations to come.

Bringing together data, technology, and the lived experiences of the communities we serve, we help clients make confident, well-informed decisions. Along the way, we've earned national recognition for raising the bar on how transportation projects are planned, designed, and delivered. Many of our first clients still trust us with their transportation needs after decades of collaboration—a testament to the strong partnerships we build and the innovative mindset we bring to every project.

We don't just follow trends—we help clients anticipate what's next. With a blend of multimodal expertise, national perspective, and local insight fueled by our strong and longstanding relationships, we tailor solutions across a wide range of services to meet each community's unique needs.

## Experience with Similar Studies

Fehr & Peers specializes in providing transportation planning and engineering services with unique experience in tourism and recreation-based communities. Our staff members are experts in transit planning and are also familiar with the intricacies of resort and recreation transportation planning, having significant project experience in resort gateway communities in Northern California and nationwide. We combine our national-level technical expertise with a deep sensitivity to the local context and values.

## Our Expertise

**Improve equity & engagement.** Motivate community engagement, equity, and interjurisdictional collaboration to improve transit efficiency and quality of life.

**Assess broader impacts.** Analyze the effects of transit service and system planning on ridership, land use, Complete Streets, and network integration.

**Integrate micromobility.** Enhance first/last mile connectivity and accessibility.

**Develop actionable plans.** Create plans for shuttles, bus reliability, new routes, fleet electrification, hubs and terminals, and rail systems.

**Leverage data for strategy.** Turn data into strategies for forecasting ridership and analyzing travel markets.

**Evaluate emerging tech.** Assess the impact of new technologies to inform infrastructure investments in connected, automated, and sustainable mobility.

**Guide funding applications.** Advise on regional, state, and federal funding applications to maximize opportunity and resources.

**Analyze quality of life & economic impact.** Assess transit's effect to help clients influence potential policies and advocate for investments.

## Transit Planning

Transit planning has been a core service of Fehr & Peers since our founding, having worked on transit planning, implementation, funding, and operations studies across the United States and in communities both large and small. Our firm's experience covers the entire spectrum of transit services, from launching new services, to transit service vision plans, to major system expansion studies.

**We understand the value of inclusion & integration.** We understand that for solutions to be equitable, the planning process needs input and direction from across a broad diversity of constituents, and we recognize the



critical effect of customizing transit projects to ensure they not only address agency operating and planning objectives, but that they truly serve the people that need them and improve efficiency and quality of life. Therefore, we consider the full range of agency needs, user groups, and modes in our transit planning to ensure successful integration and operations alongside other local and regional transportation options.

**We bring local knowledge & expertise.** Our philosophy of focusing on improving our local communities rather than on the national scale means we work deeply with a broad range of local clients and bring an unparalleled sensitivity for community values and conditions to our transit work. Successful transit responds to local needs and concerns, so our plans and designs keep this local perspective at the forefront, creating projects that are both technically successful and accepted by the community.

**We leverage innovative technology for data-based, concrete solutions.** Our use of rigorous planning methods, tools, and data enables us to create high-performing, future-oriented transit that supports the ability of all community members to access services and jobs in their neighborhoods and beyond. We ensure custom, data-backed solutions by applying our in-house tools (such as Reliability+ and Ridership+) in combination with other processes.

### Trusted Advisors

With decades of firsthand experience in transit agencies across the US, including leadership roles in some of the country's most prominent transit operations, we base our solutions on real-world challenges and opportunities. Some highlights include:

#### **Gender equity in transit.**

We led a team studying transit experiences of

women in [Los Angeles County](#)—over 50% of riders—capturing insights from hard-to-reach groups like immigrant women, women experiencing homelessness, and women with disabilities.

**Connecting major destinations.** We created a detailed improvement plan and implementation playbook for Silicon Valley's Orange Line, enhancing transit service and reliability between key hubs in one of California's fastest-growing destinations.

**On-demand & fixed-route solutions.** In partnership with [Uber and regional agencies in Cincinnati, Ohio](#), we integrated on-demand and fixed-route transit for better service and efficiency.

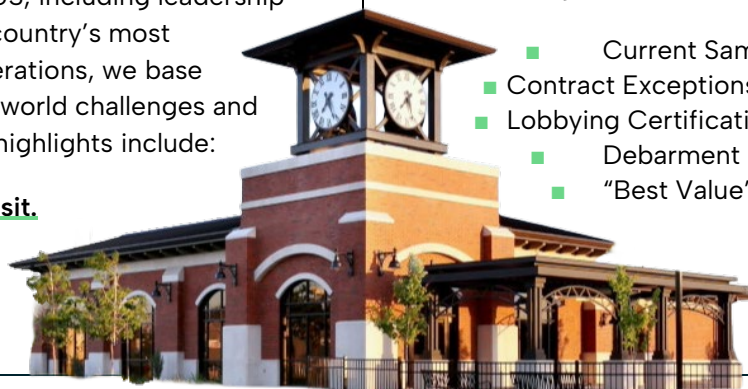
**Policy & transit optimization.** We've influenced transit policies and optimized resource allocation in communities of all sizes—from small rural and urban cities to major metropolitan regions, including Washington, D.C., and Los Angeles—to enhance residents' quality of life.

**System expansion & evolution:** In communities ranging from Lubbock, Texas to the Puget Sound Region of Washington, we have prepared dozens of system expansion alternative analyses, route optimization plans, long range plans, and fleet electrification plans to enable transit agencies to respond to growth, changing rider expectations, and evolving technology.

### Administrative Requirements

The following are available in **Appendix C:**

- Current Sample COI
- Contract Exceptions
- Lobbying Certification Form
- Debarment & Suspension Form
- "Best Value" Selection Form



# Recent Projects

## Short Range Transit Plan

City of Porterville | Porterville, CA

Fehr & Peers is currently conducting a strategic assessment of the Porterville Transit system, which includes a fixed-route service, dial-a-ride program and paratransit. The effort involves an examination of the existing transit services provided, an evaluation of potential changes to the existing systems, and will provide recommendations for changes to the existing systems and/or new services, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we are leveraging big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Porterville. Our approach centers around community engagement as the connective thread for all our analysis and concept development activities and includes two rounds of engagement. The analysis also included a Title IV and Transit Asset Management component.



**Contract**  
**Amount:** \$174,000

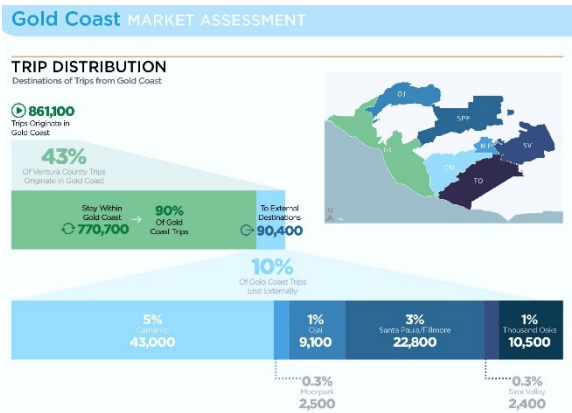
**Contract**  
**Dates:** 11/2024 – Ongoing

**Project**  
**Contact:** Richard Tree, City Manager  
[rtree@ci.porterville.ca.us](mailto:rtree@ci.porterville.ca.us) | (559)  
782-7448  
291 North Main Street  
Porterville, CA 93257

## Short Range Transit Plan & Transit Integration + Efficiency Study

Ventura County Transportation Commission |  
Ventura County, CA

The Ventura County Transportation Commission (VCTC) is both the regional transportation planning agency (RTPA) for Ventura County and a direct transit operator of intercity services. Fehr & Peers has been working with VCTC since 2021 on a large-scale re-examination of transit service within the County. The first phase of work was the Transit Integration & Efficiency Study (TIES). This project was a partnership between VCTC and other transit operators within the county, to examine potential changes to all aspects of transit administration, operations, and customer experience across the eight agencies and their associated city governments. The study heavily engaged staff and decision makers across these communities to examine the feasibility of administrative and functional changes, and to determine how they could lead to better transit. Fehr & Peers developed a series of individual strategies the agencies could undertake collaboratively. Those strategies were organized into three alternatives, ranging from continued independent administration with increased collaboration, to a full consolidation into a single countywide transit agency with regional responsibility. The final study framework informed an ongoing conversation between the Commission and the community and led to a commitment to improve technical coordination and collaboration with firm steps towards consolidating paratransit operations.



As a result of the study findings in TIES, VCTC is organizing a countywide short-range transit plan (SRTP) to re-evaluate the full network of fixed-route and paratransit services operating in the County and consider opportunities for improvement for the next five years. The SRTP will evaluate all transit offerings of the cities and County (except for the Gold Coast Transit District, which is completing their own SRTP ahead of VCTC) and develop recommendations for service improvements based on community input, productivity, market opportunities, and early actions recommended in TIES.

The SRTP is currently in its final phase with a concept plan and implementation report expected in late 2025, and a plan for countywide integrated paratransit to follow in early 2026.

**Contract** \$330,000 (TIES)  
**Amount:** \$470,000 (SRTP)

**Contract** 2/2021 – 11/2023 (TIES)  
**Dates:** 10/2023 – Ongoing (SRTP)

**Project** Claire Grasty, Public Transit Director  
**Contact:** [cgrasty@goventura.org](mailto:cgrasty@goventura.org) | (805) 642-1591 x115  
 751 E. Daily Drive, Ste 420  
 Camarillo, CA 93010

## Comprehensive Operational Analysis & Lathrop Transit Study

### San Joaquin Regional Transit District & City of Lathrop | San Joaquin County, CA

Fehr & Peers prepared the San Joaquin Regional Transit District (RTD) Next Gen Plan, a comprehensive operational analysis and service plan for RTD fixed-route bus service. The Next Gen planning effort examined existing and future transit markets, pre- and post-COVID transit performance, and community and stakeholder input. The resulting Next Gen Plan identified an updated fixed-route bus network designed to serve the residents of San Joaquin County for the next 10 years. Subsequently, RTD in partnership with the City of Lathrop sought Fehr & Peers' support for a transit development plan for the growing City of Lathrop. Lathrop has traditionally had minimal access to transit service, limited primarily to regional express services and the Altamont Corridor Express (ACE) train service to San Jose that is oriented towards commuters. Fehr & Peers developed a concept plan for a network of two routes that serve the historic core and high school as well as the newer River Islands development and regional connections to ACE. The robust concept plan included detailed implementation guidance for the city and considered RTD's ongoing role as a partner in operating an integrated regional transit service.

**Contract** \$680,000  
**Amount:**

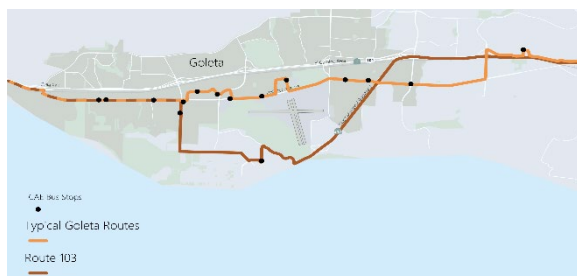
**Contract** 1/2021 – 11/2022 (SJRTD)  
**Dates:** 11/2024 – 4/2025 (Lathrop)

**Project** Damaris Galvan, Service Development Manager  
**Contact:** [dgalvan@sanjoaquinRTD.com](mailto:dgalvan@sanjoaquinRTD.com) | (209) 948-5566 x696  
 421 East Weber Avenue  
 Stockton, CA 95202

## Clean Air Express Transit Plan

### Santa Barbara County Association of Governments | Santa Barbara County, CA

Fehr & Peers completed a study for the Santa Barbara County Association of Government's (SBCAG) "Clean Air Express" bus service that provides commuter connections from northern Santa Barbara County to jobs centers in Goleta and the City of Santa Barbara. The Clean Air Express received its first-ever comprehensive service analysis after several decades of successful operation. The SRTPE evaluated ridership and operations performance to examine potential changes to service offerings including expansion of new times or lines. We conducted rider and non-rider surveys to understand which factors might influence these potential customers using the bus, finding that customer loyalty and satisfaction are high but long-term customers retiring are not being replaced by younger commuters. Our financial analysis included understanding capital, operating, maintenance projections and we explored fare policy and analyzed future operating scenarios and opportunities to pursue new State and Federal funding streams in advance of a projected funding shortfall.



**Contract Amount:** \$100,000

**Contract Dates:** 10/2018 – 11/2019

**Project Contact:** Aaron Bonfilio, Director of Transit  
[abonfilio@sbacag.org](mailto:abonfilio@sbacag.org) | (805) 961-8920  
 260 N San Antonio Road, #B  
 Santa Barbara, CA 93110

## Other Notable Work

Fehr & Peers has recently provided transit planning services for the following selection of clients:

- Butte County Association of Governments
- Caltrain
- City & County of Denver
- City of Lathrop
- City of Manteca
- City of Orange
- Colorado Department of Transportation
- County of Santa Cruz
- King County Metro Transit
- Los Angeles County Metropolitan Transportation Authority
- Orange County Transportation Authority
- Riverside County Transportation Commission
- Riverside Transit Agency
- Sacramento Regional Transit
- Sacramento Area Council of Governments
- SamTrans
- San Diego Association of Governments
- San Francisco Municipal Transportation Agency
- San Joaquin Council of Governments
- San Joaquin Regional Transit District
- Santa Barbara County Association of Governments
- Santa Clara Valley Transportation Authority
- Shasta Regional Transportation Authority
- Solano Transportation Authority
- Sound Transit
- Spokane Transit Authority
- Stanislaus Regional Transit Authority
- Tahoe Transportation District
- UC Merced
- UC Davis
- Uber Technologies
- Utah Department of Transportation
- Utah Transit Authority
- Wasatch County
- Yosemite Area Regional Transit

# Proposed Staffing

Fehr & Peers has assembled a multidisciplinary team with deep expertise in transit planning, community engagement, and data-driven strategy—tailored to meet the unique needs of Manteca Transit’s redesign effort. Our staffing approach reflects our commitment to context-sensitive planning, regional coordination, and actionable outcomes.

Led by **Gaby Picado-Aguilar**, a seasoned project manager with international experience and a strong record of delivering strategic transit plans across California, the team includes **Jeremiah LaRose**, whose experience in transit operations and planning bring practical insight and leadership to the effort. **Kari McNickle**, a Central Valley native, adds local knowledge and a community-first lens to our planning process. Together, this team has collaborated on multiple successful transit projects in the region, including recent work in Porterville, Lathrop, and with SJRTD.

Each team member brings specialized skills—from service planning and stakeholder engagement to performance analysis and implementation strategy. Their combined experience ensures a thoughtful, responsive, and technically sound approach to staffing that aligns with Manteca’s goals for equity, efficiency, and regional integration.



**MANTECA**  
CALIFORNIA

**Jason Miller**

**PRINCIPAL-IN-CHARGE**

**Jeremiah LaRose**

**ASSOCIATE-IN-CHARGE**

**Gaby Picado-Aguilar**

**PROJECT MANAGER**

**Kari McNickle** <sup>RSP1</sup>

**ENGAGEMENT SPECIALIST**

**Manvi Nigam**

**GIS SPECIALIST**

Resumes for proposed key staff  
can be found in Appendix A.





**Jason Miller**  
**Principal-in-Charge**

Jason is a transportation expert with over 19 years of experience in planning and implementing multimodal and transit solutions. His work spans transit system service plans and redesigns, microtransit, TNC partnerships, BRT corridors, first/last mile planning, smart infrastructure, and integrated bike/pedestrian systems. As a former regional transportation authority director, Jason is passionate about creating implementable, community-focused transportation plans. He's a strategic thinker and skilled collaborator who builds consensus and delivers results.



**Jeremiah LaRose**  
**Associate-in-Charge**

Jeremiah has served as the leader of Fehr & Peers' Transit Discipline Group since 2022, directing the firm's research and innovations in transit planning and advising on transit projects across the U.S. In addition to his transit expertise, Jeremiah has led a range of transportation plans including CEQA and land use projects, traffic operations simulation, travel demand model development, event venue planning and traffic management, and first/last-mile access planning. Jeremiah previously served as the Manager of Operations & Service Planning for COAST, a regional public transit agency in New Hampshire.



**Gaby Picado-Aguilar**  
**Project Manager**

Gabriela (Gaby) is a transportation planner with over eight years of experience. Gaby previously worked as a transportation engineer in Costa Rica, working closely with the San José Metropolitan Area travel demand model for a range of projects, such as the prefeasibility study of an electrified light urban rail. Gaby's experience in transportation planning efforts includes a diversity of projects ranging from multimodal corridor level analysis, bicycle planning, transit planning, travel pattern studies, crash analysis, and Big Data collection/analysis. Gaby frequently leads project mapping, GIS, and data visualization efforts. Her geospatial software skills include proficiency in ArcGIS, Python, Excel, and GTFS. Gaby balances a strong technical ability with public speaking, writing and presentation skills, making her recommendations comprehensible to planners, engineers, the public, and decision makers. Gaby is multilingual, speaking Spanish (native language), German (intermediate), and English (fluent).



**Kari McNickle** <sup>RSP1</sup>  
**Engagement Specialist**

Kari is a senior associate with over 12 years of experience in transportation planning. Kari leads Fehr & Peers Central Valley practice from our office in Stockton, and her work focuses on multimodal planning, active transportation, roadway safety, and grant funding. Prior to joining Fehr & Peers, she spent six years working on transportation demand management projects for the San Joaquin Council of Governments. Kari has extensive experience in creating plans with an ultimate focus on funding and implementation and has provided support to multiple local agencies on regional projects, including the City of Manteca's recent Active Transportation Plan and Downtown Transit Center Connectivity Study. She is passionate about the nexus between transportation planning and improving communities and has volunteered her time extensively to support local efforts, including serving as a founding member of the Caltrans District 10 bicycle and pedestrian advisory committee.



**Manvi Nigam**  
**GIS Specialist**

Manvi is a transportation planner with a focus on data analysis and visual communications. With over two years of planning experience, her project experience includes a variety of transportation planning projects, including countywide transportation plans, multimodal corridor studies, safety studies, transit studies, and active transportation plans.

# Staff Matrix

Fehr & Peers proposes the following staff hours, broken down by the tasks detailed in our scope:

Tasks & Staff	Jason Miller Principal-in-Charge	Jeremiah LaRose Associate-in-Charge	Gaby Picado-Aguilar Project Manager	Kari McNickle Engagement Specialist	Manvi Nigam GIS Specialist	Technical Specialist	Project Planner	Project Coordinator	Hour Totals
TASK 1	3	9	25	2	-	-	4	6	49
TASK 2	2	5	12	-	9	19	56	13	116
TASK 3	1	4	26	15	8	6	48	13	121
TASK 4	2	7	12	4	8	20	48	13	114
TASK 5	2	5	8	-	8	20	44	11	98
TASK 6	5	4	8	-	16	20	40	11	104
TASK 7	2	6	12	-	8	-	16	6	50
Hour Totals	17	40	103	21	57	85	256	73	652





# Approach & Scope

## Approach

Our approach puts community engagement as the connective thread for all our analysis and concept development activities.

### Robust Engagement

We begin the study by engaging staff, stakeholders, riders, bus operators, and potential riders in the community, to learn about their transportation needs and ideas.

### Transit System Analysis

We pair their input with data analysis about how Manteca Transit and the regional transit network connect homes, schools, employment, and entertainment destinations.

From this review of existing conditions, we also look to the future to understand how development and other transit changes could provide opportunities for transit to succeed and risks that could endanger it.

### Collaborative Development

Next, our team will develop concepts that address the community needs and opportunities we see based on the data, in collaboration with City staff at every step. Once draft concepts are ready, we reconnect with the community and stakeholders to gather feedback on the ideas and lead us towards a final service recommendation. Our intent is to collaborate and guide a community to the solutions they believe fit their needs and resources best, informed by our staff expertise and national best practices.

## Local Knowledge

We have staff in our team that are familiar with the area. Based on this proximity, we will carry the following considerations into our analysis:

- We recognize Manteca is rapidly growing, and the transit service needs to consider how transit rider needs may change given planned future growth. This could include concentration of senior, youth or commuter population based on expected growth.
- We understand ACE rail service is planned to come to the City of Manteca's Transit Center soon, and that the planned Downtown Specific Plan could bring new energy to the area around the Transit Center.
- We know the City of Manteca is bisected by train tracks and sees heavy rail traffic all day long. The tracks near the downtown station are not grade separated, and we will consider how this will impact how, when and where routes can run, potentially including on-time performance considerations.

## Scope

For consistency with the scope of work outlined in the RFP, our approach to the Fixed Route Redesign Study (Project) is described below using the same sequence of task numbers as in the RFP.

### Task 1. Project Management & Coordination

We understand that this Project is a major priority for the city and expect a fast-paced schedule. We will monitor the project schedule and check in at our regular meetings and identify priorities for the coming weeks to ensure both the consultant and City team are prepared to



meet deadlines or adjust timing and expectations accordingly. Fehr & Peers will assemble a project management team (PMT), comprised of Fehr & Peers team key staff and designated City staff or representatives, with whom we will facilitate regular meetings.

### Task 1.1. Kick-Off Meeting

Fehr & Peers will facilitate a virtual kick-off meeting with the PMT to discuss and confirm the work scope, schedule, communication protocols, and coordination expectations. During the kick-off meeting we will discuss the City's vision for the Project, including its goals and objectives.

### Task 1.2. Regular Project Administration

Considering the anticipated pace of the Project, we suggest hosting 30-minute weekly calls with the PMT throughout the course of the project. We will prepare agendas for the calls and follow up with notes about action items. Monthly invoices and associated progress reports will be submitted to the City's Project Manager.

### Task 1 Deliverables

1. **Kick-Off Call:** Detailed meeting notes of kick-off call, including communication protocols, file sharing protocols, and summary of project goals and objectives.
2. **Project Work Plan:** Detailed project schedule delivered using Excel with milestones and deliverables.
3. **Weekly Meetings:** Meeting agendas and follow-up notes about key decisions and action items.

## Task 2. Analysis of Existing Transit Service System

The basis for an effective transit route redesign study is a detailed understanding of the historical context of the service as well as

the current and future conditions in the community. Fehr & Peers will conduct a detailed technical analysis of the city's fixed-route services using the most granular data the operator is able to provide for the period 2019 through the most recently available data. We will also conduct an evaluation of the paratransit system to understand its productivity and general performance against industry service standards and peers.

Fehr & Peers recommend summarizing the findings in a visual story-telling format (slide deck) that is less reliant on long prose and more accessible to a variety of audiences, including community members and funding agencies. We have found this approach effective in streamlining public-facing materials for community engagement and succinctly summarizing project findings for decision-makers, especially when working under a fast-paced schedule. In parallel, we will work on developing the final report, which will be populated with the infographics, maps, and figures included in the slide decks.

### Task 2.1. Fixed-Route Transit System Analysis

The existing service evaluation will review current routes, schedules, ridership trends, and service efficiency. The service performance of the fixed-route transit system will be assessed using standard performance measures such as passengers per revenue hour, passengers per revenue mile, operating cost per revenue hour, operating cost per revenue mile, average fare collected, cost (subsidy) per passenger, and on-time performance. We will also assess the fixed-route system for its frequency, travel times, geographic coverage, and connectivity to key destinations. Based on the level of granularity of the data provided by the city (stop-level data), we will evaluate passenger load factors and route-level service delays. We will complement the analysis with on-board

observations and operator input to identify and characterize system bottlenecks.

Success in any transportation planning is having an on-the-ground familiarity with the communities involved. Fehr & Peers will schedule a field visit to the service area. This will involve our Project Manager and transit analyst staff navigating the communities, identifying key destinations, observing travel activity throughout the day, and conducting ride-on observations of fixed-route services on a sampling basis to note the typical conditions and to familiarize ourselves further with the routes. This initial tour may be conducted in conjunction with an in-person meeting.

Our evaluation will also include public information the city provides including the transit service website, electronic and printed materials, social media, use of GTFS, and integration with other passenger-facing technologies to improve access and usability of transit. Fehr & Peers will review any documented public outreach and marketing practices and interview staff about their methods for reaching customers and potential riders, whether for public hearings or generally to promote service offerings. We will also review any existing or past partnerships with local businesses and community organizations.

Our evaluation will clearly identify opportunities for improvement and areas of success and propose changes to better align the service provided with needs and regulations. We will perform our evaluation on

a route level basis based on performance against standards, and the outcome of that evaluation will inform us of the basis of our recommendations.



## Task 2.2. Policy & Planning Review

We will review relevant reports such as Manteca Transit's Ride Guide, the latest Short Range Transit Plan (SRTP), Title VI program, and FTA/TDA Triennial Reviews and other relevant plans and document recommendations or actions from such programs, including transit policies and funding resources.

## Task 2.3. Fleet Inventory

The existing revenue fleet will be inventoried based on vehicle types,

size and seated/ wheelchair capacity, age, replacement schedule, and the type of service it can provide (local, express, commuter, demand response). The inventory will be based on information provided by the City.

## Task 2 Deliverables

1. Existing Transit Service Deck: PowerPoint presentation summarizing key findings including assessment of current routes, summary of operational metrics, assets and relevant planning documents.
2. Fleet Inventory: Excel inventory of existing vehicle revenue fleet, including the replacement schedule.

## Task 3. Community & Stakeholder Engagement

This task is the foundation of our ability to develop recommendations that support the community's needs and expectations for transit. We also rely on existing City methods of communication to riders and residents to announce the study and provide the public with background information, timeline, and opportunities for engagement. Early in the project, we will launch a project website on the Social Pinpoint platform, which provides information to the public about the study and can be updated throughout the process. Social Pinpoint is an interactive web-based platform that allows for clear and concise delivery of important project information to the public and includes a built-in surveying function. Survey techniques in Social Pinpoint can include traditional questionnaires, spatial surveying where members of the public can provide feedback at specific locations on a map, or a combination of the two. Fehr & Peers has successfully used Social Pinpoint on numerous similar transit projects; it is one of the more intuitive and mobile-friendly crowd-based feedback tools, which broadens the reach of engagement efforts and results in more representative feedback. An example of a current, live tool can be found [here](#).

For phases with direct public engagement, Fehr & Peers can promote and advertise opportunities to participate with paid Facebook or similar online ads with support from the City's existing platforms and will develop sidewalk decals with web address and QR codes to be placed in the Transit Center to inform the public of the project website.

### Task 3.1. Community & Stakeholder Engagement Plan

Because community engagement is at the core of this study, and we expect a fast-paced schedule, we will prioritize drafting the

Community and Stakeholder Plan for city review within the first two weeks following notice to proceed. The Community and Stakeholder Plan will establish the objectives for engagement, the activities to accomplish those objectives, responsibilities for the consultant team and City staff, and the relationship between the engagement activities and the project timeline. We will also list key stakeholders identified with support from City staff who represent other City departments, local businesses, schools, healthcare providers and community organizations that will support engaging members of the community who use or could use transit, such as the Manteca Unified School District. We will also engage operations contract staff (MTM Transit) to better understand opportunities and challenges of operating the service. Our approach to engagement is summarized below:

1. **Organize an initial project workshop early in the project.** This meeting should gather a group of about 12 to 20 people who become our conduit to a larger network of the public. Over the course of the Project, we will rely on this network of stakeholders to promote information about the Project.
2. **Leverage social media & other methods of communication to generate interest in the project + direct the public to our survey.** What's most important for this effort is to connect with social media accounts that are far-removed from the transit agency and engage with community organizations





and local businesses to share our promotion of the survey.

When these steps are successful, we build a large network around the community of people who are now aware of the study even if they are not currently transit users. We can draw on this network later to **host another public workshop** in the service area where we invite people to review and respond to the service concepts and help direct the choices and trade-offs that are necessary to provide transit within the available funding. To ensure participation in these meetings, we reconnect with our initial stakeholder group in advance for help in spreading the word.

## **Task 3.2. Project Website & Community Surveys**

### **TASK 3.2A. Social Pinpoint Website**

Early in the project, we will launch a project website on the Social Pinpoint platform, which provides information to the public about the study and will be updated throughout the process.

### **TASK 3.2B. Community Survey #1**

Fehr & Peers will develop an initial survey within the Social Pinpoint platform to be distributed within existing print and digital media channels by the city and relevant partner agencies. Printed surveys will also be available on board the vehicles for passengers to complete during or after their trip. The digital version on Social Pinpoint will be accessible through a simple website link and/or QR code so riders can complete the survey at their convenience. Fehr & Peers will work with the City's contractor to organize the distribution of surveys to minimize responsibility and potential for distraction to the operators and simplify return of completed surveys. Additionally, we will work with the key stakeholders identified in the Community and Stakeholder Engagement Plan from Task 1 to

reach a mix of transit riders, former riders and non-riders alike.

The survey would provide information on the demographic profile of transit riders, travel patterns, and characteristics of the transit users and robust estimates of transit origin/destination patterns, key to analytical planning efforts. By using Social Pinpoint, we can get robust desire lines by allowing respondents to place pins on the map where they most often need to go.

Engagement with MTM Transit staff will be folded into a regular project check-in. If virtual attendance proves challenging to schedule given other MTM staff commitments, we will develop and deploy a bus operator survey for operators to take offline.

Once the proposed service concepts are identified through Task 5, Fehr & Peers will share the service concepts on the website and host a survey to solicit feedback on preferred solutions. The public-facing version of the concepts will be highly visual and will incorporate maps and other infographics to relay the potential benefits and challenges of each option.

## **Task 3.3. Public Workshop**

Fehr & Peers will participate in four in-person public workshops organized by City staff over the course of two days. City staff will coordinate attendance of the Manteca Unified School District to discuss transportation for students, as well as attendance of other city departments, public agencies, social services, higher education centers, adult learning programs and school districts, healthcare providers, and other local businesses or organizations that represent groups of stakeholders. We will briefly present about the project purpose and expected outcomes, and develop key discussion prompts and questions based on the phase the project is in during each workshop.

- Day 1: one morning and one afternoon workshop at the beginning of the project to gather input about awareness of the transit system and travel habits to inform the needs assessment.
- Day 2: one morning and one afternoon workshop during the service concept development phase to gather feedback to review and respond to alternative service concepts and help direct the choices and trade-offs that are necessary to provide transit within the available funding.

### Task 3 Deliverables

1. **Project website on Social Pinpoint:** Social Pinpoint website that will be used to communicate with the community about the Project, including posting community and concept surveys, information about engagement events, and Project updates.
2. **Community surveys:** Survey instruments that will be used to gather information about how riders and non-riders alike are traveling and engaging with the fixed-route system. If an in-person meeting with operators proves challenging to schedule, we will develop a bus operator survey.
  - a. Rider survey
  - b. Non-rider, former rider and occasional rider survey
  - c. Bus operator survey (optional)
3. **Draft Community Engagement Technical Memo:** Word document synthesizing outreach activities, including a report of all public comments and rider surveys, and what was heard throughout initial stakeholder and community engagement. The community and stakeholder engagement feedback will be linked back to the Project goals and vision, and potential trade-offs and decisions to be made through the development of service concepts will be documented to inform the development of service concepts.

## Task 4. Needs Assessment

Alongside the transit service conditions, we will study the current land use and

demographic context of the city and consider planned future land use and policies as well as regional and state programs that could pose opportunities and risks for transit.

Identifying how, when and where people are traveling around and to/from the City of Manteca and how those travel patterns compare to the transit service analyzed under Task 2 will set the groundwork for the development of service concepts conducted under Task 5.

### Task 4.1. Travel Demand & Market Analysis

This task incorporates travel demand model analysis and big data travel patterns to identify how, when, and where people are traveling around and to/from the City of Manteca and how those patterns compare to the transit service provided. This step combines several sources of data:

- We'll incorporate **Replica data**, which is an exciting tool that synthesizes several big data sources into a detailed model to create origin-destination travel patterns that reflect the last 6-9 months, and can be broken down by travel mode, time of day, and day of week. The model estimates are validated against a variety of data sources including a transit provider's own published data and traffic counts. We use Replica to explore questions specific to the study that are generated from our rider and community engagement, discussions with City staff, and our own analysis of existing conditions. Once we have developed a series of study questions, we test these in the Replica mapping application and generate compelling graphics and statistics to clearly explain the analysis in straightforward ways.
- We will use **American Community Survey (ACS)** and census data to summarize demographic characteristics of the residents of the City of Manteca and compare against the demographic

characteristics of the service area and county residents. We will identify key demographic characteristics that highlight the need of transit services, such as aging population, student population, low vehicle ownership, and low-income population.

- We also utilize **LEHD employment data** using the Census OnTheMap tool to explore work-related travel patterns through the study area.
- Any data the city or stakeholders can provide on large employers, schools and colleges, recreational programs, or other sources of travel data or programs will be included to supplement our analysis. We typically gather this information as part of our stakeholder outreach and will summarize any relevant findings.
- Rider and public **survey responses** from Task 3 are a core component of understanding local travel behavior and transit use. We conduct engagement early in the project to survey existing riders and potential customers about what kinds of trips they are making within the service area, where in the region they travel that is served by other transit, and how often they

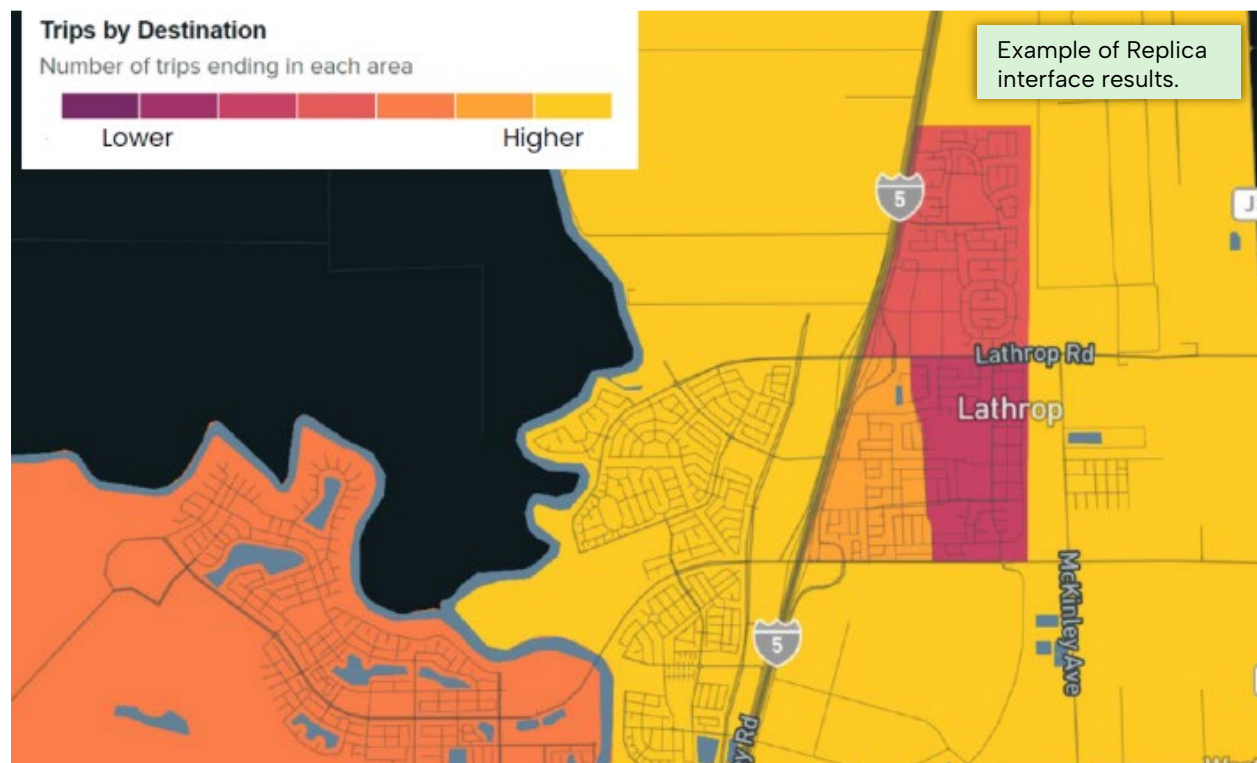
use transit, and their demographic characteristics.

- Fehr & Peers is very well versed in the use of travel demand models, and sometimes clients have a strong preference for the use of travel demand model data. If it is of interest to the city, we can pull current and projected demographic and land use information from the **SJCOG travel model** for the City of Manteca.

## Task 4.2. Accessibility Analysis

Fehr & Peers will use Replica to understand how the transportation network connects to destinations by calculating how far you can walk from each bus stop, factoring in real-world conditions such as speed limits. Overlaying this analysis with the transit stop locations, we can daylight potential equity limitations that may be causing difficulties for specific users or geographic areas to access transit.

## Task 4.3. Service Gaps & Opportunities



Based on the data collected through Task 2, 3 and 4.1-4.2, we will identify service gaps, redundancies, and opportunities for improvement. We will identify where the highest concentrations of existing and potential transit riders are, map out future growth patterns, and compare them against the existing transit service. We will also consider demographic characteristics, employment density and key destinations to assess equity and accessibility impacts, including Title VI and ADA considerations.

## Task 4 Deliverables

- Needs Assessment Deck:** PowerPoint presentation summarizing the outcomes of the travel market analysis, including evaluation of growth areas and future travel demands, demographic characteristics of residents, employment characteristics, identification of underserved areas, service redundancies, and accessibility and equity considerations.

## Task 5. Development of Service Alternatives

We understand that many service network issues are not under the direct control of transit agencies and/or would require significant increases in agency budgets. We also note that not all community requests are feasible or wise to implement (e.g., a low-density residential community requesting 15-minute service all day). The team offers a transparent analysis that focuses on the most efficient solutions for specific issues and prioritizes solutions by expected impact and by cost, while balancing equity concerns of ensuring transit access for highest need ridership groups

Based on the findings from community engagement, the existing conditions analysis and gaps and opportunities, Fehr & Peers will develop initial service concepts for a brand-new redesign of the fixed route system without reliance on the existing structure to prioritize operational efficiency, service optimization, and improved user experience. We expect this process to be highly collaborative with City staff, where we will iterate through draft concepts to meet the stated goals.

### Highway 6 Route Alternative 1: Three-Pattern Local & Express



Pros	Cons
<ul style="list-style-type: none"> <li>Fast options to Vail</li> <li>Convenient connections to all locations</li> </ul>	<ul style="list-style-type: none"> <li>Lower frequencies compared to other alternatives</li> </ul>

Pattern	Frequency
Lake Creek – Vail Express	30 mins
Lake Creek – Vail Local	30 mins
Freedom Park – Vail	30 mins





## Task 5.1. Service Concepts Development

The strongest and best-utilized regional transit networks have a clear purpose for each route or part of the network as well as a blueprint for how all parts of the network work together and interact seamlessly. Based on the analyses in previous tasks, the service plans will answer the following questions:

- Where should fixed routes operate?
- What other service concepts can address identified gaps and deficiencies in the network?
- How do the core fixed-route network and any new service concepts interact to create opportunities for ridership growth?
- What are the tradeoffs among service concepts?
- How can the benefits of any recommendation outweigh the disadvantages?

We will prepare up to three route redesign scenarios with varying service levels, including cost, ridership and performance measures for each option, and will develop a phased set of

recommendations within established budget envelopes. The scenarios will consider:

- Coordination and integration with other relevant service within San Joaquin County.
- Specialty services such as point-to-point peak period or “express” routes.
- Flexible/on-demand services, such as flex route/deviated fixed route, general public demand response, or other on-demand service concepts to serve neighborhoods off the fixed-route grid.

## Task 5.2. Funding Sources Review

We will conduct a detailed review of current and potential funding sources, based on data provided by the city, and develop an operational cost analysis based on the selected service concept. Based on the analysis of the funding landscape, we will provide recommendations for addressing any potential funding gaps and ensuring financial sustainability of the system. We will review current and potential funding sources and innovative financing strategies for their feasibility, risks, and potential impacts.

# What to Expect in the Future

## A Phased Implementation of the Plan

Example of phased implementation plan.

We’re rolling things out in stages so we can grow sustainably over the next 10 years—giving time for the buses, stops, and funding to catch up with our expanded service. It’s how we turn ideas into real, reliable rides for you.

	01	02	03
Service	2026-2028	2029-2032	2033-2035
Valley	Extend the Valley Express to a new stop at Capitol/Sylvan Lake	Increase Valley Express service to Eagle and study airport needs	Increase frequency to Gypsum
Highway 6	Split the current Highway 6 Route into 3 distinct routes with full peak service	Expand express and evening service hours	Increase evening service
Minturn	Align the Minturn and Leadville Routes to maximize frequency at overlapping stops	Implement all day hourly service to Minturn	Sees higher frequency from added Leadville service
Leadville	Add midday service to Red Cliff		Add more Leadville runs
Investment			
Phased Cost of Transit Service	\$23.5m - \$24.3m	\$28m - \$31m	\$38m - \$40m
Annual operations required to get buses on the road	Phase 1 is good-to-go! We are prepared to implement these improvements in the near-term with current funds.	Phase 2 is within reach, but may require some additional funding sources and more local coordination.	Phase 3 improvements depend on getting a few big projects built and locking in more funding sources.

## Task 5 Deliverables

1. **Route Redesign Alternatives:** Power Point presentation summarizing multiple service scenarios with proposed routes, stop locations, schedules, and service levels, including ridership forecasts, operating costs, and performance analysis for each alternative.
2. **Funding & Cost Analysis:** Power Point presentation review of current and potential funding sources, including an operational cost analysis and funding recommendations.

## Task 6. Recommendations & Final Plan

We will summarize the preferred route redesign alternative for both constrained and unconstrained funding scenarios and will clearly document the trade-offs in service levels based on the funding landscape identified in Task 5. This will include a detailed description of the service, including route maps, stop locations, service levels, and schedules. We will also develop an implementation plan for short-term (1–3 years) and long-term (4–7 years) implementation strategies, including phasing and resource requirements. We will summarize the preferred route redesign alternative and the implementation plan in the form of a PowerPoint presentation so this can be easily communicated to City Council, stakeholders and decision-makers.

The Fehr & Peers team will provide the draft Plan to the City team for review. Depending on direction from the city during the kick-off meeting the Plan can be drafted in a public-friendly way and with clear and concise language for decision-makers. One round of revisions will be provided based on consolidated comments from City staff.

## Task 6 Deliverables

1. **Draft Recommended Fixed-Route Network Plan Deck:** Draft Power Point presentation summarizing preferred service concept with detailed maps, schedules, and service descriptions.
2. **Draft Implementation Plan Deck:** Recommended fixed-route network concept implementation plan, including phasing, resources required, and funding considerations.
3. **Draft Fixed Route Redesign Study Report:** Draft Report in Microsoft Word and PDF format.
4. **Final Fixed Route Redesign Study Report:** Final Report in Microsoft Word and PDF format.
5. **Analysis Materials:** Digital copies of all maps, GIS files, and datasets used in the analysis.

## Task 7. Presentation & Adoption Support

### Task 7.1. City Council Presentation & Adoption Support

Fehr & Peers will have developed a comprehensive set of PowerPoint presentations throughout the course of the project. These materials will serve as the foundation for crafting a public-facing presentation for City Council. Drawing from key deliverables, the presentation will summarize the project's major considerations, findings, and recommendations in a clear and engaging format.

The final deck will be designed to be highly visual and accessible to a broad audience. It will highlight the most critical decisions and trade-offs made during the project, using graphics, maps, and infographics to communicate complex information effectively. Content can also be pulled to support funding applications.

## Task 7 Deliverables

1. **Draft Plan PowerPoint:** Draft presentation for Manteca City Council summarizing the Project findings across all analysis tasks.

## Performance & Cost Schedules

Our performance and cost schedules are available in [Appendix B](#).

## Fee Schedule

Our fee schedule is available in [Appendix B](#).



# Appendix A. Key Staff Resumes

*Jason Miller*

*Jeremiah LaRose*

*Gaby Picado-Aguilar*

*Kari McNickle*

*Manvi Nigam*



# Jason Miller

**Principal | Principal-in-Charge**

## About

Jason is a transportation expert with over 19 years of experience in planning and implementing multimodal and transit solutions. His work spans transit system service plans and redesigns, microtransit, TNC partnerships, BRT corridors, first/last mile planning, smart infrastructure, and integrated bike/pedestrian systems. A former regional transportation authority director, Jason is passionate about creating implementable, community-focused transportation plans. He's a strategic thinker and skilled collaborator who builds consensus and delivers results.

## Education

B.S., Electrical Engineering,  
University of Colorado at  
Boulder, 1994

## Affiliations

American Planning Association  
(APA): Colorado Member

Community Transportation  
Association of America (CTAA):  
Member

League of American Bicyclists:  
Certified Instructor & Member

## Presentations

How RTAs Function to Yield  
Results – CASTA Spring  
Conference (2025).

From Plan to New Service: a  
Case Study in Implementation –  
CASTA Fall Conference (2024).

A Panel Discussion with Transit  
Leaders, Challenges &  
Opportunities – APA  
Conference (2023).

## Reference

### Kaley Zeisel

Director | City of Fort Collins  
Transfort Bus System  
[kzeisel@fgov.com](mailto:kzeisel@fgov.com)  
(970) 224-6067

## Relevant Project Experience

### Porterville Short Range Transit Plan (Porterville, CA)

With Jason as Principal-in-Charge, Fehr & Peers conducted a strategic assessment of the Porterville Transit system, which includes a fixed-route service, dial-a-ride program, and paratransit. The effort examined the existing transit services provided, conducted an evaluation of potential changes to the existing systems, and provided recommendations for implementation of changes to the existing systems and/or new services that will meet the transit needs of the community, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we leveraged big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Porterville. Our approach centered community engagement as the connective thread for all of our analysis and concept development activities and included two rounds of engagement. The analysis also included a Title IV and Transit Asset Management component.

### Arcadia Transit Service Assessment (Arcadia, CA)

Fehr & Peers is conducting a strategic assessment of the Arcadia Transit system, which includes a fixed-route service and dial-a-ride program. The effort is intended to examine the existing transit services provided, conduct an evaluation of potential changes to the existing systems, and provide recommendations for implementation of changes to the existing systems and/or new services that will meet the transit needs of the community, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we will leverage big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Arcadia. Our approach puts community engagement as the connective thread for all our analysis and concept development activities and will include two rounds of engagement. As Principal-in-Charge, Jason provides high-level oversight.

**Lathrop Transit Expansion (San Joaquin County, CA)**

The rapidly-growing community of Lathrop, CA requested support from the San Joaquin Regional Transit District to study an expansion of transit services to support changing and growing internal and external travel demand. With Jason as Principal-in-Charge, Fehr & Peers will conduct community engagement, a big-data travel market analysis, and a detailed evaluation of existing transportation options in and around Lathrop. From these existing conditions analysis, we'll develop future route concepts that would meet "latent demand" for transit and help SJRTD, and the City identify how, where, and when transit services should be expanded.

**Transfort Financial Plan, Fare Free Study, Reimagined Transit System Optimization Study, and Mobility Hub Plan (Fort Collins, CO)**

As Project Manager, Jason has led multiple transit planning efforts for Transfort over the past three years including a full financial analysis of current and future funding needs, an analysis of the impact of going fare free, the development of a new vision for the future of transit services, and a citywide mobility hub strategy. These projects establish a 5–10-year plan for efficient and ridership-focused transit services that included collaborative visioning, tailored service planning, and financial analysis. Grounded in equity, these plans include public engagement tools and guidance for phased, cross-departmental implementation.

**Denver Connector Studies (Denver, CO)**

Jason has led several microtransit planning projects, including the service planning to establish the initial Connector zones in Montbello, GES, and West Denver, as well as implementation support and follow up analysis of pilot performance. These efforts have included a wide array of deliverables such as service plans, marketing/branding/logo development, community outreach, and data analysis.

**West 38<sup>th</sup> Avenue Corridor Vision (Denver, CO)**

Jason led this study to determine a community-led vision focused on near-term, mid-term, and long-term solutions to create more mobility choices, reduce fatal and severe injury crashes, make the corridor more sustainable, utilize targeted BRT strategies to enhance transit, and align with previous planning efforts and community input. This vision balances needs within a constrained corridor.

**North Federal Community Transportation Plan (Adams County, CO)**

As Project Manager, Jason led the development of new mobility options for the North Federal corridor that could enhance mobility and access to services for those who need it most. Jason helped deliver locally supported recommendations to guide mobility investments and support a microtransit pilot project.

**Greeley Multimodal Mobility Plan (Greeley, CO)**

As Principal, Jason led Fehr & Peers' support for this study, guiding a collaborative engagement process to shape Greeley's transportation future. Jason helped deliver data-driven, locally supported recommendations and performance measures to guide long-term mobility investments.





# Jeremiah LaRose

Senior Associate | Transit Discipline Group Leader

## About

Jeremiah LaRose has served as the leader of Fehr & Peers' Transit Discipline Group since 2022, directing the firm's research and innovations in transit planning and advising on transit projects across the U.S. In addition to his transit expertise, Jeremiah has led a range of transportation plans including CEQA and land use projects, traffic operations simulation, travel demand model development, event venue planning and traffic management, and first/last-mile access planning. Jeremiah previously served as the Manager of Operations & Service Planning for COAST, a regional public transit agency in New Hampshire.

## Relevant Project Experience

### Porterville Short Range Transit Plan (Porterville, CA)

*Associate-in-Charge.* Fehr & Peers conducted a strategic assessment of the Porterville Transit system, which includes a fixed-route service, dial-a-ride program and paratransit. The effort examined the existing transit services provided, conducted an evaluation of potential changes to the existing systems, and provided recommendations for implementation of changes to the existing systems and/or new services that will meet the transit needs of the community, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we leveraged big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Porterville. Our approach centered community engagement as the connective thread for all of our analysis and concept development activities and included two rounds of engagement. The analysis also included a Title IV and Transit Asset Management component.

### Lathrop Public Transit Study (Lathrop, CA)

*Associate-in-Charge.* The rapidly-growing community of Lathrop, CA requested support from the San Joaquin Regional Transit District to study an expansion of transit services to support changing and growing internal and external travel demand. Fehr & Peers will conduct community engagement, a big-data travel market analysis, and a detailed evaluation of existing transportation options in and around Lathrop. From this existing conditions analysis we'll develop future route concepts that would meet "latent demand" for transit and help SJRTD and the City identify how, where, and when transit services should be expanded.

### MTC Transit 2050+ (Bay Area, CA)

*Technical Advisor.* Fehr & Peers led the Transit 2050+ project, a long-range planning effort to create a comprehensive regional transit network concept for the nine-county Bay Area. Fehr & Peers conducted a regional market assessment to understand post-COVID travel patterns in the region, including an equity analysis to identify travel demand unique to equity priority populations. We used findings from the travel demand and equity analyses to identify gaps in the existing transit network and establish recommended transit service thresholds. We are also leading the performance assessment including coding and running dozens of transit

## Education

Master of Urban and Regional Planning, University of California Los Angeles, 2015

## Affiliations

American Planning Association (APA)

## Presentations

Transportation Research Board – A Method for Evaluating the Effects of New Infrastructure on Bike-Bus Interactions (2018)

projects through MTC's regional travel model to obtain performance scores, as well as an analysis of the network performance.

Jeremiah's role was to develop the Replica travel market analysis methodology in collaboration with MTC and the stakeholder advisory group. This represented a significant evolution of earlier efforts in southern California in using big data to identify travel patterns underserved by existing or planned transit.

#### **Big Blue Bus COA (Santa Monica, CA)**

*Project Manager.* The Big Blue Bus COA, named Brighter Blue, including a full evaluation of the performance of Big Blue Bus's existing routes, an evaluation of the broader travel market in the Big Blue Bus service area, and synthesis of future transit services, like the Metro D Line extension, and adopted plans and policies that could impact the demand on Big Blue Bus services. Fehr & Peers supported the team but conducting a market analysis using Streetlight data both within the core Big Blue Bus service area and evaluating regional connections between the Westside and future transit markets like the San Fernando Valley, Koreatown/Mid-Wilshire, and LAX. Fehr & Peers also completed the existing plans review to understand where land use changes and new infrastructure might generate additional ridership potential on the Big Blue Bus system. Fehr & Peers also evaluated the existing speed & reliability of Big Blue Bus transit lines to identify pinch points and crafted a prioritization methodology to recommend improvements such as transit-only lanes, signal prioritization, and stop relocation to improve Big Blue Bus operations.

#### **City of Irvine Transit Vision, iShuttle and Spectrum Studies (Irvine, CA)**

*Project Manager.* Fehr & Peers recently completed the Irvine Transit Vision Study (2023), a reimagining of an earlier study examining the potential for intracity circulator services for residents of Irvine. The study examined travel patterns within the City and how they have changed since the COVID-19 pandemic, compared with the availability and quality of existing transit, and community and business stakeholder input. Our team developed recommendations for several fixed-route neighborhood shuttle options as well as conceptual microtransit zones. In coordination with City staff and council, the City has advanced the recommended fixed-route concepts to improve availability of transit in much of Irvine with a potential future phase to extend service through the recently-developed Great Park neighborhoods. In prior years, Fehr & Peers has also supported The Irvine Company and the City in evaluating the iShuttle commuter connection to Metrolink and Amtrak trains and other circulators in the Spectrum area. Jeremiah has served as the project manager and service planner for these studies.





# Gaby Picado-Aguilar

Senior Planner | Project Manager

## About

Gabriela (Gaby) is a transportation planner with over eight years of experience. Gaby previously worked as a transportation engineer in Costa Rica, working closely with the San José Metropolitan Area travel demand model for a range of projects, such as the prefeasibility study of an electrified light urban rail. Gaby's experience in transportation planning efforts includes a diversity of projects ranging from multimodal corridor level analysis, bicycle planning, transit planning, travel pattern studies, crash analysis, and Big Data collection/analysis. Gaby frequently leads project mapping, GIS, and data visualization efforts. Her geospatial software skills include proficiency in ArcGIS, Python, Excel, and GTFS. Gaby balances a strong technical ability with public speaking, writing and presentation skills, making her recommendations comprehensible to planners, engineers, the public, and decision makers. Gaby is multilingual in Spanish (native language), English (fluent), and German (intermediate).

## Education

M.C.P., University of California at Berkeley, 2020

M.S., Civil Engineering, University of California at Berkeley, 2020

B.S., Civil Engineering, Universidad of Costa Rica, 2015

## Software

Python

GIS

Cube

## Reference

**Shannon McCarthy**

Senior Transportation Planner | Alameda CTC

[smccarthy@alamedactc.org](mailto:smccarthy@alamedactc.org)

(510) 208-7489

## Relevant Project Experience

### Porterville Short Range Transit Plan (Porterville, CA)

With Gaby leading the team as Project Manager, Fehr & Peers conducted a strategic assessment of the Porterville Transit system, which includes a fixed-route service, dial-a-ride program, and paratransit. The effort examined the existing transit services provided, conducted an evaluation of potential changes to the existing systems, and provided recommendations for implementation of changes to the existing systems and/or new services that will meet the transit needs of the community, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we leveraged big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Porterville. Our approach centered community engagement as the connective thread for all our analysis and concept development activities and included two rounds of engagement. The analysis also included a Title IV and Transit Assets Management component.

### MTC Transit 2050+ (San Francisco Bay Area, CA)

Fehr & Peers led the Transit 2050+ project, a long-range planning effort to create a comprehensive regional transit network concept for the nine county Bay Area, set against the twin backdrops of the desire to advance development and implementation of a seamless, customer-oriented transit network, and a funding shortfall compared with the prior iteration of the regional plan. Fehr & Peers oversaw all facets of the study, including existing conditions, needs, gaps, and opportunities where we analyzed the regional transit network to determine frequency and speed gaps and identified new projects to fill those gaps. Gaby served as a technical analyst for ridership analysis and project forecasts.

**Alameda CTC I-580 Transit & Multimodal Strategy (Alameda County, CA)**

The study developed a mid-term strategy to promote equity, safety and sustainability through transportation investments, policies, and management approaches. The focus of the study was to develop a highway pricing and managed lane plan for the corridor inclusive of express transit services, multimodal improvements on MacArthur Boulevard, a parallel arterial, and policies to support equitable use of the investments in the corridor. Gaby led the plan's performance analysis.

**BART Role in the Region (San Francisco Bay Area, CA)**

Gaby served as the Technical Lead for BART's Role in the Region report. BART's ridership has reset at levels around 40% of pre-pandemic and is rebounding more slowly than automobile travel. This report recognizes and describes how BART's role in the Bay Area is evolving and makes the case for funding this new role. It explored external forces and trends which are shaping BART Ridership; BART's strengths, problems, and strategic opportunities; BART's value to the region; compelling stories about BART's long term role and discussion of time horizons; and how BART aligns with the disruptive changes in the region.



# Kari McNickle, RSP<sub>1</sub>

Senior Associate | Engagement Specialist

## About

Kari is a senior associate with over 12 years of experience in transportation planning. Kari leads Fehr & Peers Central Valley practice from our office in Stockton, and her work focuses on multimodal planning, active transportation, roadway safety, and grant funding. Prior to joining Fehr & Peers, she spent six years working on transportation demand management projects for the San Joaquin Council of Governments. Kari has extensive experience in supporting local agencies, with a focus on connecting community and resident needs to plans that are rooted in realism and feasibility. She is passionate about the nexus between transportation planning and improving communities and has volunteered her time extensively to support local efforts, including serving as a founding member of the Caltrans District 10 Bicycle and Pedestrian Advisory Committee.

## Education

B.A., Communication (Magna Cum Laude), University of California at San Diego, 2009

## Registrations

Road Safety Professional (1139)

## Affiliations

San Joaquin County Representative, Caltrans District 10 Bicycle & Pedestrian Advisory Committee: Member

San Joaquin Bike Coalition: Former Board President

Downtown Stockton Alliance: Former Board Member

City of Lodi Planning Commission: Commissioner

## Reference

**Damaris Galvan**  
Planning & Service Development Director | SJRTD  
[dgalvan@sanjoaquinrtd.com](mailto:dgalvan@sanjoaquinrtd.com)  
(209) 948-5566 x696

## Relevant Project Experience

### Manteca Active Transportation Plan (Manteca, CA)

Fehr & Peers developed an active transportation plan for the City of Manteca, consistent with Active Transportation Program and SJCOG Measure K requirements. Development of the plan included outreach via a bicycle mobility assessment and audit tour, a pedestrian mobility assessment and audit tour, outreach at a community fair, and online crowdsource outreach. Existing conditions data for sidewalks, crosswalks, and roadways were collected using Ecopia surveys. A comprehensive plan to improve facilities and conditions for pedestrians and cyclists was developed. Kari served as the Engagement Lead for this project.

### Manteca Downtown Transit Center (Manteca, CA)

Fehr & Peers was part of a multi-disciplinary team evaluating access and connectivity within Downtown Manteca. Building upon our previous work on the City's active transportation plan, this effort looked specifically at the area around the Manteca Transit Center, as the City prepares for new development activity and the extension of the ACE rail service into the area. The resulting plan and recommendations were informed by extensive community engagement, including targeted outreach to local students and a multi-day charrette with participatory and collaborative visioning activities with the public. The plan provides a grant-ready path to enhance opportunities for biking and walking, improving access and travel options to the transit center, schools, and downtown business district. Kari was the Project Manager for this effort.

### SJRTD Transit Redesign Next Gen Plan (San Joaquin County, CA)

Fehr & Peers prepared the San Joaquin Regional Transit District (RTD) Next Gen Plan, a comprehensive operational analysis and service plan for RTD fixed route bus service. The Next Gen planning effort examined existing and future transit markets, pre- and post-COVID transit performance, and community and stakeholder input provided during an extensive engagement process. The resulting Next Gen Plan identified an updated fixed route bus network designed to serve the residents of San Joaquin County for the next 10 years. Kari led the stakeholder and community engagement process for the plan.

**SJRTD Transit Expansion: Lathrop (San Joaquin County, CA)**

The rapidly-growing community of Lathrop, CA requested support from the San Joaquin Regional Transit District to study an expansion of transit services to support changing and growing internal and external travel demand. Fehr & Peers will conduct community engagement, a big-data travel market analysis, and a detailed evaluation of existing transportation options in and around Lathrop. From the existing conditions analysis, we'll develop future route concepts that would meet "latent demand" for transit and help SJRTD, and the city identify how, where, and when transit services should expand.

**Merced County Westside Commuter Bus Feasibility Study (Merced, CA)**

Kari served as Project Manager of the team conducting a feasibility study of a potential new long-distance express/commuter bus service connecting western Merced County to the greater San Francisco Bay Area, including the South Bay area. The project included an overview of the current transit network context for connections to other providers, an assessment of travel markets and future travel forecasts using Streetlight Data, and outreach to potential users. The final report will include recommendations for transit service and/or vanpool/ridesharing services, along with an overview of potential routes and stops, a planning-level estimate of ridership, revenue, and operating costs, and recommendations for connections with other services.

**SJRTD Bike Share Study: Stockton (San Joaquin County, CA)**

Kari was the Project Manager for this plan, which determined the feasibility, potential design, and requirements to implement a bike share program. The plan evaluated the implementation of bike share programs by other agencies, assessed the applicability of a bike share program within Stockton, and estimated the total cost to implement and maintain a bike share program. Fehr & Peers looked at existing conditions, conducted outreach and an equity analysis, and provided information on best practices for curbside management and big data. The project was located within the San Joaquin County throughout RTD's system of public transportation and implemented within RTD's service area and surrounding areas within biking distance.

**YARTS Short Range Transit Plan (Yosemite, CA)**

Kari is the Engagement Lead for a short-range transit plan study evaluating route-by-route performance and proposing recommendations for the Yosemite Area Regional Transportation System (YARTS). The project proposes to build on past planning documents including the YARTS Strategic Plan and past SRTP to grow ridership considering increased traffic and pressure on Yosemite area roadways and the new visitation plan. The project will utilize Replica and Remix in market analysis and transit planning work. Engagement will consist of partner agencies vital to the success of YARTS (including Amtrak San Joaquins JPA, the NPS, Aramark, and county governments). The project will deliver an implementation plan based on financial realities of the JPA at different funding levels in the near-term. The project also includes a sub-role for Transit Happy, a transit marketing firm, to develop a marketing plan to help raise YARTS ridership.



# Manvi Nigam

**Transportation Planner | GIS Specialist**

## About

Manvi is a transportation planner with a focus on data analysis and visual communications. With over two years of planning experience, her project experience includes a variety of transportation planning projects, including countywide transportation plans, multimodal corridor studies, safety studies, transit studies, and active transportation plans.

## Education

M.U.R.P., University of Michigan, 2023

Graduate Certificate, Urban Informatics, University of Michigan, 2023

B.A, Architecture, School of Planning & Architecture in New Delhi, 2019

## Software

ArcGIS Pro

Python

Adobe Creative Suite (InDesign, Illustrator, Photoshop)

Microsoft Excel

AutoCAD

SketchUp

## Reference

### Byron Tang

Principal Engineer | City of Hayward

[byron.tang@hayward-ca.gov](mailto:byron.tang@hayward-ca.gov)

(510) 583-4784

## Relevant Project Experience

### Porterville Short Range Transit Plan (Porterville, CA)

Fehr & Peers conducted a strategic assessment of the Porterville Transit system, which includes a fixed-route service, dial-a-ride program, and paratransit. The effort examined the existing transit services provided, conducted an evaluation of potential changes to the existing systems, and provided recommendations for implementation of changes to the existing systems and/or new services that will meet the transit needs of the community, as well as the needs for connections with neighboring communities and other transportation services. As part of the transit services analysis, we leveraged big data travel patterns using Replica data to identify how, when, and where people are traveling around and to/from Porterville. Our approach centered community engagement as the connective thread for all our analysis and concept development activities and included two rounds of engagement. The analysis also included a Title IV and Transit Asset Management component. Manvi is serving as a GIS Specialist for this ongoing effort.

### Transit 2050+ (San Francisco Bay Area, CA)

Fehr & Peers is supporting MTC on Transit 2050+, which is a long-range planning effort part of the Plan Bay Area 2050+ with the goal of creating a comprehensive regional transit network concept for the nine-county Bay Area. Manvi was involved in the analysis of existing transit conditions, needs, gaps, and project opportunities for Transit 2050+.

### I-580 Transit & Multimodal Strategy (Alameda County, CA)

Fehr & Peers supported Alameda CTC in developing a corridor strategy to promote equity, safety, and sustainability along the I-580 corridor through transportation investments, policies, and management approaches. The focus of the study is to develop a highway pricing and managed lane plan for the corridor inclusive of express transit services, multimodal improvements on MacArthur Boulevard, a parallel arterial, and policies to support equitable use of the investments in the corridor. Manvi served as a project planner and assisted in the analysis of future scenarios, mapping the corridor strategy, developing infographics, and writing sections of the CMCP report.

**40<sup>th</sup> Street Transit-Only Lanes & Multimodal Enhancements (Emeryville, CA)**

The 40th Streetscape Improvement Project reimagines this critical area for transit, walking, biking, and driving. Working with Diablo Engineering Group, Community Design + Architecture, and the City of Emeryville, Fehr & Peers assisted with redesigning the corridor with enhanced bus stops, transit only lanes, and cycle track. The design development focused on the interaction between buses, waiting passengers, bicyclists, and people walking on the sidewalk. The extents of the project initially extended to 40th Street between Adeline Street and the IKEA shopping center with walking and biking links to the Bay Trail and the multiuse path connecting to the Bay Bridge. The reimagined corridor was so successful as a planning and engineering concept that the city decided to extend the project from the IKEA shopping center north to Christie Avenue and through the Christie / Powell intersection as the "Christie Loop" project.

The project included a two-way cycle track along the north side of 40th Street with bus lanes each way on 40th Street and bus boarding islands. Fehr & Peers completed the feasibility analysis including multimodal simulation analysis in VISSIM to capture this busy, multi-modal environment, to assess existing conditions and conditions with the proposed concepts. We also collaborated on the signalized and unsignalized intersection designs supporting the two-way cycle track and the bus stops. The City of Emeryville adopted the recommendations in spring 2020 and the project was submitted to Alameda CTC for the Countywide Transportation Plan and for ATP funding.

After the funding allocation the Team embarked on final design which included extensive public engagement and stakeholder outreach including the [project website](#) prepared by Fehr & Peers. The design phase included additional multimodal simulation analysis to address unsignalized intersection closures to enhance bicycle and pedestrian safety and we collaborated on a detailed engineering analysis of the new PROWAG guidelines adopted by the City of Emeryville. The Team is currently in final design development for Phase I and Fehr & Peers is responsible for the traffic signal designs, traffic signal interconnect design, and the roadway and sidewalk lighting design. As part of the lighting design, we prepared a corridor photometric analysis to ensure adequate lighting levels for drivers, bicyclists, and pedestrians with a focus on uniform lighting to minimize shadow and bright areas. Once the Phase I design is complete the Team will continue with Phase II design. The last phase, "Christie Loop", has funding only through 35 percent design with the intent to apply for grant funding. Manvi is the GIS Specialist for this ongoing project.

# Appendix B. Project Schedules

*Performance Schedule*

*Cost Schedule*

*Fee Schedule*



## Fixed Route Redesign Performance Schedule

<b>Project Start Date:</b>	11/10/2025
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[illegible]

**Notes:**

Task Type	
Meeting	
Work Period	
Client Review	
Outreach	
Deliverable	

Fixed Route Redesign Cost Schedule

	Fehr & Peers (Prime)											
	Gaby Picado-Aguilar	Jason Miller										
	Project Manager	Principal-in-Charge	Associate-In-Charge	Technical Specialist	Engagement Specialist	Project Planner	GIS Specialist	Project Coordinator	Labor Hours	Direct Labor Costs	Direct Costs	Total
Tasks	\$220.00	\$315.00	\$275.00	\$220.00	\$265.00	\$175.00	\$195.00	\$165.00				
Task 1 – Project Management & Coordination												
1.1 Kickoff Meeting	4	1	2		2	4		2	15	\$3,305		\$3,305
1.2 Regular Project Administration	21	2	7					4	34	\$7,835		\$7,835
Task 2 – Data Collection & Review												
2.1 Fixed Route Transit System Analysis	4	1	2	16		40	8	9	80	\$15,310		\$15,310
2.2 Policy & Planning Review	4	1	2	2		8	1	2	20	\$4,110		\$4,110
2.3 Transit System Assets Inventory	4		1	1		8		2	16	\$3,105		\$3,105
Task 3 – Community & Stakeholder Engagement												
3.1 Community & Stakeholder Engagement Plan	2	1	2	2	1	8		2	18	\$3,740		\$3,740
3.2 Project Website & Community Surveys	4		1		2	20		3	30	\$5,680	\$750	\$6,430
3.3 Public Workshops	20		1	4	12	20	8	8	73	\$15,115	\$1,000	\$16,115
Task 4 – Needs Assessment												
4.1 Travel Demand & Market Analysis	4		2	8	4	20	4	5	47	\$9,355	\$1,000	\$10,355
4.2 Accessibility Analysis	4		2	4		12		3	25	\$4,905		\$4,905
4.3 Service Gaps & Opportunities	4	2	3	8		16	4	5	42	\$8,500		\$8,500
Task 5 – Development of Service Alternatives												
5.1 Service Concepts Development	4	1	4	16		36	8	9	78	\$15,160	\$3,500	\$18,660
5.2 Funding Sources Review	4	1	1	4		8		2	20	\$4,080		\$4,080
Task 6 – Recommendations & Final Plan												
6.1 Recommendation	4	1	2	8		16	4	4	39	\$7,745		\$7,745
6.2 Draft & Final Plan	4	4	2	12		24	12	7	65	\$13,025		\$13,025
Task 7 – Presentation & Adoption Support												
7.3 Council Meeting	12	2	6			16	8	6	50	\$10,270	\$1,000	\$11,270
Total for All Tasks	103	17	40	85	21	256	57	73	652	\$131,240	\$7,250	\$138,490

**Notes:**

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee.

All other direct and subconsultant expenses are billed with 10% handling fee.

Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor.

Rates and staff are subject to change at any time, without notice, and within the total budget shown.

# Fehr & Peers

2025-2026

(July 2025 through June 2026)

## Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$280.00	-	\$460.00
Senior Associate	\$240.00	-	\$335.00
Associate	\$215.00	-	\$290.00
Senior Engineer/Planner	\$165.00	-	\$240.00
Engineer/Planner	\$140.00	-	\$200.00
Senior Engineering Technician	\$160.00	-	\$255.00
Senior Project Accountant	\$125.00	-	\$190.00
Senior Project Coordinator	\$135.00	-	\$225.00
Project Coordinator	\$120.00	-	\$190.00
Technician	\$155.00	-	\$195.00
Intern	\$100.00	-	\$160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*

*Fehr & Peers reserves the right to change these rates at any time with or without advance notice.*

# Appendix C. Administrative Requirements

*Current Sample COI*

*Contract Exceptions*

*Lobbying Certification Form*

*Debarment & Suspension Form*

*“Best Value” Selection Form*



FEHR&amp;PE-01

MICHAELA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME:		
	PHONE (A/C, No, Ext): (925) 416-7862	FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : RLI Insurance Company	13056	
INSURED  Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596	INSURER B : Sentinel Insurance Company, Ltd	11000	
	INSURER C : Travelers Casualty and Surety Company of America	31194	
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0006683	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002276	12/6/2024	12/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0002889	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		57WEGZJ1989	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			108172265	12/6/2024	12/6/2025	Per Claim 5,000,000
C	Professional Liab.			108172265	12/6/2024	12/6/2025	Aggregate 5,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## \*\*\*EVIDENCE OF COVERAGE\*\*\*

All Operations of the Named Insured, including the aforementioned project, if any.

## CERTIFICATE HOLDER

## CANCELLATION

SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Fehr & Peers

## Contract Exceptions

### 1. LIABILITY OF CONSULTANT-NEGLIGENCE. SECTION 14

**Changes Requested:** Consultant shall be responsible for performing the work under this Contract in ~~a manner which is consistent with the generally accepted standards of the Consultant's profession~~ accordance with the skill, care, and diligence ordinarily exercised by professional performing similar services in the same or similar locale and under the same or similar circumstances to that of Consultant under this Contract and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**Reason for Changes:** For the sake of clarity, we have provided the prevailing, legal definition of the standard of care for professional service providers.

### 2. INDEMNITY AND LITIGATION COSTS. SECTION 15

**Changes Requested:** To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, ~~agents~~, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, ~~arising from~~ to the extent caused by Consultant's negligent failure to act, or Consultant's negligent acts ~~or negligent failure to act~~, errors, or omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused ~~solely by the active negligence,~~ ~~sole~~ negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract. In no event shall the costs to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

**Reason for Changes:** These changes are made in order to more closely align with Consultant's insurance requirements.



## **FTA CLAUSES**

### **ACCESS TO RECORDS AND REPORTS**

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **CHANGES TO FEDERAL REQUIREMENTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

#### **1 Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

- a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits

discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

**The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:**

### **Clean Air Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency,

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

#### **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

#### **INCORPORATED OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.



- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## PATENT RIGHTS AND RIGHTS IN DATA

### INTELLECTUAL PROPERTY RIGHTS

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the

copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
  3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
  4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
  6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and 200.471.

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any

covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
  - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle



Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications

### **TERMINATION**

#### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of

termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

#### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor 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 Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

#### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other

provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of

any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### **Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

#### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

- (1) The contractor certifies that it:
- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

#### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

#### **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder

## LOBBYING CERTIFICATION

*This certification does not apply to contracts and subcontracts under \$100,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.*

The Proposer certifies, to the best its knowledge and belief, that:

- 1.No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2.If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.The Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: Fehr & Peers

Name: Meghan Mitman

Title: Vice President

Signature: 

Date: 10/06/2025



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- 1) Debarred,
- 2) Suspension
- 3) Proposed for debarment,
- 4) Declared ineligible,
- 5) Voluntarily excluded, or
- 6) Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,

2. Violation of any Federal or State antitrust statute, or,

3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:


1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Fehr & Peers Signature of Authorized Official:  Date 10/06/2025

Name and Title of Contractor's Authorized Official: Meghan Mitman, Vice President

## ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

*“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.*

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.


Signature   
Name Meghan Mitman  
Title Vice President  
Date 10/06/2025  
Company Name Fehr & Peers

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
Meghan Mitman, Vice President

## EXHIBIT C

Payment Schedule shall be paid in accordance with the terms and conditions outlined in the Exhibit A Proposal






# City of Manteca Fixed-Route Redesign

Final Audit Report

2025-10-28

Created:	2025-10-28
By:	Melissa Walden (m.walden@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABkGvKNhbpNNF7CXZPV9yjP1Kx2yBCdTL

## "City of Manteca Fixed-Route Redesign" History

-  Document created by Melissa Walden (m.walden@fehrandpeers.com)  
2025-10-28 - 10:32:14 PM GMT- IP address: 71.6.122.150
-  Document emailed to Meghan Mitman (m.mitman@fehrandpeers.com) for signature  
2025-10-28 - 10:34:31 PM GMT
-  Email viewed by Meghan Mitman (m.mitman@fehrandpeers.com)  
2025-10-28 - 10:35:08 PM GMT- IP address: 71.6.122.150
-  Document e-signed by Meghan Mitman (m.mitman@fehrandpeers.com)  
Signature Date: 2025-10-28 - 11:20:20 PM GMT - Time Source: server- IP address: 71.6.122.150
-  Agreement completed.  
2025-10-28 - 11:20:20 PM GMT