STAFF REPORT

MEETING DATE:	**June 25, 2025**
SUBJECT:	**Approve Resolution 25-10 Authorizing the Executive Director to Execute a Three-Year Agreement for EcoInteractive's Programming Software for a Maximum Cost of $139,320.**
AGENDA ITEM:	**12**
STAFF CONTACT:	**Keith Williams, AICP, Senior Transportation Planner**

SUMMARY:
Transportation programming is among the most complex and time-consuming tasks performed by SRTA staff. EcoInteractive offers subscription-based software, unique on the market, that automates many programming responsibilities associated with the Federal Transportation Improvement Program (FTIP), reducing time necessary to manage this core agency function and the potential for errors. Local agencies would benefit from direct project data sharing, streamlined workflowsand better reporting. Beyond EcoInteractive's core software, additional modules can offer potential savings in time and management of projects for another core agency function: the Regional Transportation Plan (RTP). Staff recommend approving a three-year contract with EcoInteractive for a maximum cost of $139,320.

STAFF RECOMMENDATION:
It is recommended that the board of directors:
1. Approve Resolution 25-10, authorizing the executive director to execute a three-year agreement for EcoInteractive's programming software, for a maximum cost of $139,320; and
2. Authorize the executive director to make minor administrative amendments to the contract as appropriate.

DISCUSSION:
Background – Transportation programming is among the most complex and time-consuming tasks performed by SRTA staff. Programming includes, but is not limited to, analysis of project details and finances; data entry; consultation with local, state, and federal agencies; notifications to agencies and the general public for review of materials; development of a comprehensive programming document; preparation of amendments and administrative modifications; and reporting. Staff is required to update the FTIP when new projects are approved for funding, as well as perform subsequent updates to address changes to a project's scope, schedule, or cost. As with any complex task, working with multiple layers of documentation, financial spreadsheets, etc. can lead to errors. Working with multiple agencies on ever evolving federal and state funding programs and requirements further complicates programming, making this responsibility increasingly complex and time-consuming. Many Metropolitan Planning Organizations (MPOs) in California, and across the country, are beginning to utilize EcoInteractive's FTIP programming software to help make this process much more efficient, provide more easily understood reports, and reduce the frequency of errors or miscommunication.

EcoInteractive's subscription-based software allows agencies to easily program, update, and manage transportation projects by automating some functions that currently take hours of staff time each step in the current, state-maintained FTIP programming software. Using EcoInteractive's ProjectTracker module, staff would first enter the project information (costs, funding, project timing, project type, location, etc.). Then, that data is taken to automatically generate project listings, financial tables, and other data and figures needed for the FTIP, including amendments and administrative modifications. The Project Delivery module allows for fast, efficient tracking of projects as they move through project initiation, environmental, design, right of way, and construction phases; providing real-time updates and reminders to staff from SRTA, Caltrans, and local and federal agencies. It will allow SRTA staff to quickly and efficiently identify projects at risk for delivery delays or failure and identify and recommend projects that can be substituted in place of the at-risk projects.

EcoInteractive's software makes FTIP amendments more efficient and would allow staff to devote more time to other agency business. One efficiency example is when one component of a project changes, that change is reflected in figures, charts, and reports related to that project across the current FTIP and the amendments and administrative modifications to it. The software also autogenerates performance measure reports, based on the data entered for each project, whereas the current method requires staff to generate reports using several independent modules and piece reports together. Finally, the public engagement process would be improved, allowing staff to use the same software to notify partners about programming changes, and update a public-facing FTIP project webpage where partners and the public could provide input during each FTIP public review period.

SRTA staff interviewed other agencies and independently searched for other firms that provide the same or substantially the same service offered by EcoInteractive. No other firms were found to provide the off-the-shelf solution to manage the FTIP and Project Delivery like the software offered by EcoInteractive. The table below outlines a three-year pricing proposal negotiated between SRTA and EcoInteractive staff, with the core software totaling $90,000 over three years, plus optional add-ons.

Table 1 EcoInteractive Three-Year Pricing Proposal

Core Software	**2025**	**2026**	**2027**
ProjectTracker Base Platform	$ 18,000	$ 18,540	$ 19,096
CTIPS Integration	$ 5,000	$ 5,150	$ 5,305
Project Delivery	$ 4,500	$ 4,635	$ 4,774
One-Time Implementation	$ 5,000		
Fee Total	$ 32,500	$ 28,325	$ 29,175
3-Year Fee Total	$ 90,000		
Optional Add-Ons	**2025**	**2026**	**2027**
Long-Range Plan (RTP)	$ 5,000	$ 5,150	$ 5,305
Project Prioritization	$ 4,500	$ 4,635	$ 4,775
Call for projects	$ 5,000	$ 5,150	$ 5,305
One-Time Implementation	$ 4,500		
Add-Ons Total	$ 19,000	$ 14,935	$ 15,385
Three-Year Optional Add-Ons Total	$ 49,320		
Three-Year Programming Software Total, Incl. Add-Ons	**$ 139,320**		

Once a contract is signed, EcoInteractive would customize their software to accommodate SRTA's programming process and needs and work with staff on implementation over the course of several weeks. Following implementation, EcoInteractive would train SRTA and partner agency staff to use the software. While SRTA is a client, EcoInteractive offers assistance on technical issues, including any that might arise in the communication of data with state and federal agencies.

Staff is focused on the software's utility for transportation programming. However, the software includes additional modules that can support administration of regional grants or updates and maintenance of projects for SRTA's Regional Transportation Plan (RTP) update, providing potential additional time savings by automating processes for SRTA. During the development of the next RTP, if it becomes clear that these additional features are worth the investment, the attached resolution would allow the executive director to turn on funding for the appropriate add-on modules.

ALTERNATIVES:

The board of directors could direct staff to exclude the optional add-on software modules or not sign a contract at this time.

OTHER AGENCY INVOLVEMENT:

SRTA's executive director met with Public Works Directors from local agencies to discuss the EcoInteractive proposal. The Technical Advisory Committee (TAC) convened on June 11, 2025 to review and discuss the EcoInteractive proposal and concurs with the staff recommendation.

FISCAL IMPACT:

The potential acquisition of programming management software is included within the FY 2025/26 Overall Work Program (OWP). If approved, the initial year cost is $2,500 higher than was estimated in the OWP, is within available planning revenues, and would be updated as part of the first FY 2025/26 OWP amendment. The software would be funded with a combination of state Planning, Programming, and Monitoring and federal planning funds. The cost of using the core software for three years is $90,000. The cost of using the core software and the add-on modules for all three years would total a maximum of $139,320.

____
Sean Tiedgen, AICP, Executive Director

Attachments:

A: DRAFT Technical Services Agreement with EcoInteractive
B: Resolution 25-10

TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
ECOINTERACIVE LLC FOR THE PURPOSE OF PROVIDING A SOFTWARE AS A SERVICE
SUBSCRIPTION FOR PLANNING AND PROGRAMMING ACTIVITIES

This Agreement for SaaS (Software as a Service) Services is entered into between the Shasta Regional Transportation Agency ("SRTA") with a place of business at 1255 East Street, Suite 202, Redding, CA, 96001, and Ecointeractive ("Ecointeractive" or "Consultant") with a place of business at 15 British American Blvd, Latham, New York. 12110.

---

1. PURPOSE

This Agreement is entered into between SRTA and Consultant for the purpose of providing ongoing subscription access to ProjectTracker SaaS solution and related implementation services as more fully described in Attachments A and B, to support SRTA's planning and programming activities.

2. **RESPONSIBILITIES OF CONSULTANT**

A) Consultant shall complete the primary services outlined in the scope of work shown in Attachment A. Optional Add-ons will be completed if SRTA should choose to exercise those options.

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

2. **RESPONSIBILITIES OF SRTA**

A) SRTA shall compensate Consultant as set forth in section 3 and Attachment B of this Agreement and shall monitor Consultant's performance.

B) SRTA shall review draft documents in a timely manner.

C) SRTA will collaborate with Consultant as required in a timely manner, including providing any necessary data and information, to support development and maintenance of the SaaS solution.

3. KEY PERSONNEL

The Consultant shall retain the contract project manager as specified within this Agreement. If the project manager is revised, SRTA shall require notice within seven (7) days of the change. SRTA retains the right to terminate the contract if the project manager change is not acceptable to SRTA.

4. COMPENSATION

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed the amounts for the services described in both Attachments A and B, with $90,000 serving as compensation for implementation and three years of the base platform, CTIPS integration, and Project Delivery software and up to a maximum compensation, totaling $139,320, if all optional add-ons are included for all three years of the contract.

5. BILLING AND PAYMENT

Consultant shall submit to SRTA within thirty days (30) after initiation of the services described in section 1 of this contract, an itemized, mailed or emailed invoice of services rendered and an accompanying progress report. Invoices should be sent to either the street address or email address provided in Section 23. Consultant will submit monthly invoices during Year 1 of this Agreement and annually thereafter.

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

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

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

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

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

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

6. TERM OF AGREEMENT AND SCHEDULE

Work related to this Agreement shall commence once relevant agency and consultant staff have been identified and tasked with the work herein, on the date of SRTA board of directors, or executive director, signing, or by September 1, 2025 at the latest, and shall terminate three years thereafter upon completion of the services as more fully described in Attachment A and B unless this Agreement is terminated under the provisions of Section 6. of this Agreement. If the project scope is not complete by the termination date, the Agreement may be extended for a specific period without any change in compensation to the Consultant by a written agreement between the Consultant and the executive director.

7. SUBCONTRACTORS

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

8. TERMINATION OF AGREEMENT

A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.

B) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then SRTA shall have the right to terminate this Agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant.

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

C) Immediate Termination – SRTA may terminate this Agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this Agreement.

D) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this Agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.

E) SRTA's right to terminate this Agreement may be exercised by the Executive Director, or his/her designee.

F) Disposition of, Title to and Payment for Work upon Expiration or Termination –

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

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

9. ENTIRE AGREEMENT; AMENDMENTS

A) This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the executive director. If the proposed minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this Agreement.

C) The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

11. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SRTA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The interest of SRTA is to ensure that services shall be rendered and performed in a competent, efficient, timely and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were an SRTA employee. SRTA shall not be liable for deductions for any amount, for any purpose, from Consultant's compensation. Consultant shall not be eligible for coverage under SRTA workers' compensation insurance plan nor shall Consultant be eligible for any other SRTA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

12. WARRANTIES, DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY

WARRANTY AND DISCLAIMER

Consultant shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Consultant or by third-party providers, or because of other causes beyond Consultant's reasonable control, but Consultant shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. CONSULTANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, REGARDING THE LICENSED IP PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONSULTANT, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT; (D) FOR ANY MATTER BEYOND CONSULTANT'S REASONABLE CONTROL; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY SRTA TO CONSULTANT FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. <u>INSURANCE COVERAGE</u>

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

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

C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this Agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

E) With regard to all insurance coverage required by this Agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this Agreement.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the Agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the *Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to SRTA.* The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.

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

"Separation of Insureds."

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

a) As if each Named Insured were the only Named Insured; and

b) Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide SRTA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this Agreement. The accountant/finance officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.

(6) The insurance required herein shall be in effect at all times during the term of the Agreement. In the event any insurance coverage expires at any time during the term of the Agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the Agreement, SRTA may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide SRTA a certificate of insurance reflecting those limits.

14. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

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

15. FEDERAL CERTIFICATIONS AND ASSURANCES

A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning

Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

(2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.

(3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

(4) Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(5) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(6) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(7) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:

(1) Authority of Applicant and its Representatives;

(2) Standard Assurances;

(3) Intergovernmental Review Assurance;

(4) Nondiscrimination Assurance;

(5) Suspension and Debarment Certification;
(6) U.S. OMB Assurances in SF-424B and SF-424D.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A) It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

B) The Consultant, its employees, and its sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SRTA may deem appropriate.

C) If Consultant proposed the contract project with Disadvantaged Business Enterprise participation, the Consultant will adhere to the stated participation rate unless otherwise agreed to, in writing, between SRTA and the Consultant for circumstances beyond the control of the Consultant.

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

Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(4) Establishing delivery schedules, where the project requirements permit, that encourage participation by small and minority business, and women's business enterprises;

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

D) The Consultant shall, as required by 49 CFR part 26, include the language in Attachment C into all contracts funded in whole or in part with funds authorized in this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A) In the performance of work undertaken pursuant to this Agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
(1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State

Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.

E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

18. COMPLIANCE WITH LAWS

A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement.

B) Consultant agrees to adhere to the Buy America regulations which apply to federally- assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

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

C) When using federal funds, Consultant will, for any contract of over $30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed $100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.

(1) By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or

Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

(3) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and more than $100,000 for each such failure.

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

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

E) Consultant is required to acknowledge the mandatory standards and policies related to every efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).

F) Consultant acknowledges that it will not enter into contracts for over $25,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that neither itself, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).

H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.

I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

J) Consultant shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

K) Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

L) SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

M) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

19. ACCESS TO RECORDS/RETENTION

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

20. LICENSES AND PERMITS

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

21. PERFORMANCE STANDARDS

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

22. CONFLICT OF INTEREST

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

23. NOTICES

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

If to SRTA:	Shasta Regional Transportation Agency Attn: Sean Tiedgen, AICP, Executive Director 1255 East Street, Suite 202 Redding, CA 96001 srta@srta.ca.gov
If to Consultant:	ECOINTERACTIVE LLC 15 British American Blvd Latham New York. USA legal@mdfcommerce.com

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

24. CONFIDENTIALITY

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Consultant includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of SRTA includes non-public data provided by SRTA to

Consultant to enable the provision of the Services ("SRTA Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

25. SCOPE AND OWNERSHIP OF WORK

SRTA shall own all right, title and interest in and to the SRTA Data. Consultant shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. All intellectual property rights associated with the Services shall be the sole and exclusive property of the Consultant, including but not limited to any patents, copyrights, copyright registrations and applications, trade secrets, and know-how, databases, data compilations and collections, technical data, software applications, programs and code, trademarks, trade names, logos outside of SRTA's branded logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin, and any registrations or applications for registration for any of the foregoing used in or relating to the provision of the Services or the Consultant's business or operations more generally.

Notwithstanding anything to the contrary, Consultant shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning SRTA Data and data derived therefrom), and Consultant will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Consultant offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

26. SEVERABILITY

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

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

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: ___________________

____
Sean Tiedgen, AICP, Executive Director]

ECOINTERACTIVE LLC

Date: ___________________

By: ___________________________________
Jessie Yu, President

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

____

Attachment A
SCOPE OF WORK

Vision and Goals

Have a single system to manage TIP projects and track delivery status of projects in an efficient and effective manner. Implementation of such a system will aim to meet the following goals:

- Provide a single source of truth for all planning programs
- Improve tracking of delivery milestones, being able to quickly align programming updates to project changes
- Simplify communication with CTIPS by automatically pushing amendments to the CTIPS platform
- Improve project outcomes
- Save valuable staff time across multiple organizations
- Improve planning process workflow efficiency and outcomes
- Improve plan data quality and consistency
- Communicate a compelling story
- Enhance virtual collaboration

Scope and Technical Assumptions

EcoInteractive will implement ProjectTracker, its off-the-shelf SaaS solution, that can be quickly configured to meet SRTA's specific needs.

The technical assumptions in **Table 1** outline the standard modules and features SRTA will require to meet the goals and objectives mentioned. In addition, assumptions and/or configurations related to each module have been noted to reflect our understanding of the additional requirements.

Table 1 - Technical Assumptions	
Module	**Standard Features / Configurations**
N/A	● One time import of project data during implementation. ● Client must provide validated project data for import in spreadsheet or database table format. ● If importing in any previously mapped projects, client to provide shapefile for one time import during implementation. There must be a matching attribute (i.e. project ID) within shapefile that links the mapped location to the project.
ProjectTracker Base Platform	● Provide a single, secure URL web-portal for universal login access. ● Meet federal compliance with audit trail for user access and version control. ● Electronically submit new projects, carry-over projects, amend projects, or perform project reviews. ● Track information and funding for individual project versions for a specific adoption or amendment. ● Maintain data integrity with spell check, dynamic data validation, alerts, and other QA features. ● Streamline the review process with new project changes highlighted on the page and automated text summary of changes to the project. ● Stay up to date with automated email notifications. ● Search through all [TIP] projects in the system with Project search filters. ● Create and manage federally approved [TIP] revision types:

<table>
<tr>
<td></td>
<td>

Adoption
Formal Amendment
Administrative Modification

Standard User Types for user access control include:

Admin
MPO Staff
Sponsor
Read-Only
Reviewers (State, Federal, Board, etc.)

Standard fields tracked on project page include:

Project ID, Plan/Program, Revision Type/#, Project Title, Project Description, Lead Agency, Project Type, County, Municipality, Location Information, Programming Information (fund year, fund category, fund type, fund phase, AC/ACCP), Change Reason and Narrative, Contact Information

Configuration options in scope include up to an additional:

3 admin fields
6 non-admin fields
6 ID fields (for example: Federal ID, LRTP ID)
6 funding phases
25 project questions with non-conditional drop-down valid values
1 revision type

Conformity (modeling) fields support
Group Project functionality

</td>
</tr>
<tr>
<td>Document Manager</td>
<td>

Upload and manage documentation for projects.
Users will upload documents directly into the system for projects for initial onboarding and on an ongoing basis.
Secure data storage for up to 100GB of data
The following file extensions are supported for upload to ProjectTracker:

<table>
<tr><th>Extension(s)</th><th>File Type</th></tr>
<tr><td>*.doc, *.docx</td><td>Microsoft Word</td></tr>
<tr><td>*.jpg, *.jpeg, *.png</td><td>Image</td></tr>
<tr><td>*.kml, *.kmz</td><td>Keyhole Markup Language (GIS data)</td></tr>
<tr><td>*.pdf</td><td>Portable Document Format (PDF)</td></tr>
<tr><td>*.txt</td><td>Text File</td></tr>
<tr><td>*.xls, *.xlsx, *.xlsm</td><td>Microsoft Excel</td></tr>
<tr><td>*.zip</td><td>ZIP archive</td></tr>
</table>
</td>
</tr>
<tr>
<td>GIS</td>
<td>

Extensively developed technology seamlessly connects all ProjectTracker modules with a GIS interface, and provides efficient, online browser-driven “point and click” screens, tools, and interactive reports. These easy to use

</td>
</tr>
</table>

	features minimize the need for training or specialized knowledge allowing users to focus on core competencies and not software. For example, ProjectTracker's use of intuitive "point and click" ArcGIS drawing tools means that staff and external planning agency users can meet a vast majority of their GIS needs without the need to purchase, install, and provide specialized training for desktop GIS software. ● Ad-hoc import of mapped project locations by Admin users allows the Agency to import externally-mapped datasets (eliminates duplicative mapping efforts). ● An ESRI Shapefile export provides a download of all mapped project locations within ProjectTracker on a nightly refreshed basis. ● Supported geometry types include points, lines, and polygons (note, only points and lines are supported by FHWA for FMIS authorization requests using GIS Location(s)). ● 10,000 GIS snaps annually
Standard Reporting	● Wide array of web enabled reports and dashboards. ● Hyper-linked drill-down features for web enabled reports. ● Includes filtering and sorting capability. ● Download to a spreadsheet feature. ● Standard reporting includes: o Financial Constraints o Manage Revenues o Program Summary by Fund o Project List o Project Overview o Project Question Summary o Obligation Report o Locations Details o Programmed Visualization Report o Contacts Report o Project Attachments o Comprehensive Data Export o Comprehensive GIS Export
Public Website	● Integrated, feature-rich public web site provides transparency to the public and other agencies. ● Available as mobile web pages for searching and viewing of [TIP] data on mobile devices. ● View projects within approved amendments/adoptions in current [TIP] cycle. ● Ability to add and collect public comments. ● Ability to make draft list of projects available for review/comment on an amendment by amendment basis. ● Dynamically query projects using a variety of filters. ● Drill down into projects to get additional project detail. ● Provide an interactive and searchable map of [TIP] project data. ● Public website will be configured to give similar look and feel (header/footer color, official logo) based on client's main website for branding consistency.
Project Delivery	● Electronically submit updates to project delivery status across different milestones.

	• Streamline the review process with project delivery updates highlighted on the page. • Ensure regular project delivery status updates (e.g. quarterly). • Retain a history of all changes to a project's delivery timeline. • Configure and track estimated/completed dates for milestones specific to your organization's delivery process. • Report on project delivery status across projects.
CTIPS Integration	• Ability to directly upload approved projects to Caltrans database (CTIPs) • ProjectTracker has the ability to directly upload projects in final approved TIPs to Caltrans database (CTIPS) (as well as directly import obligation data from FMIS on a nightly basis) • SRTA users are able to upload federal approved data into Caltrans's CTIPS system

<u>Optional Add-Ons</u>

Module	Standard Features / Configurations
Long Range Plan (RTP)	• Electronically submit new projects, carry-over projects, amend projects, or perform project reviews. • Maintain data integrity with spell check, dynamic data validation, alerts, and other QA features. • Streamline the review process. • Search through all projects in the system with project search filters. • Carryover feature to move projects between different plans/programs (e.g. moving a project from the LRTP into the TIP or from Call for Projects to LRTP).
Project Prioritization	• Ensure all necessary information is captured from sponsors to complete project prioritization, with automatic scoring by question and category. • Weight project questions and answers to calculate scoring automatically.
Call for Projects	• Electronically submit projects to each solicitation • Maintain data integrity with spell check, dynamic data validation, alerts, and other QA features. • Streamline the review process and assign project priority. • Search through all projects in the system with project search filters. • Different Call forms for each category. • Carryover feature to move projects between different plans/programs (e.g. moving a project from the Call for Projects into the TIP).

<u>Implementation Approach</u>

EcoInteractive is proposing to use fully developed off-the-shelf software that can be configured to meet SRTA's specific needs. **Figure 1** shows the core milestones for implementation of SRTA's system. Items highlighted in gold represent tasks that EcoInteractive is responsible for. Items highlighted in green represent tasks that SRTA would need to complete. Delays in providing acceptable data for import/configuration will cause delays in the implementation timeline that EcoInteractive is not responsible for.

Figure 1

Each implementation is led by an Implementation Analyst from EcoInteractive. The other supporting members of the team and their roles are highlighted in **Table 2.**

Table 2 – EcoInteractive Team

Role	**Responsibilities**	**Name/Role/Contact Info**
Executive Sponsor	• Point of escalation • Approves all changes to project scope • Ensure customer success experience • Provide guidance on implementation strategies, Agency ROI optimization, and risk mitigation	Nadia Bhatti VP of Customer Experience nbhatti@ecointeractive.com 917-402-5412
Implementation Analyst	• Point of contact for implementation • Responsible for implementation success • Coordinate communication with technical team about project deliverables • Provide guidance/training of standard product • Responsible for documentation of customizations, prioritization, and requirements for launch	Shawn Laster Implementation Manager slaster@ecointeractive.com
Technical Team	• Responsible for technical implementation of solution • Provide technical feedback on configuration requests	Sajjad Choudhry Director of Engineering

The client should identify team members for the responsibilities summarized in **Table 3**. Because each organization differs, we understand that one person can have more than one role. From our experience, we have found that having 1-4 project team members assigned is optimal in keeping the bi-weekly meetings and implementation efficient.

Table 3 – Client Team

Role	**Responsibilities**
Executive Sponsor	• Responsible for project success • Approve all changes to project scope • Provide additional funds for scope changes
Project Sponsor	• Make key business decisions for the project and system implementation • Prioritization of tasks • Coordinate communication with internal stakeholders around project input and tasks • Ensure availability of resources • Ensure data requested is provided on time • Provide timely sign off on system testing and data validation • Communicate the project's goals throughout organization
Project Team Member(s)	• Contribute to overall project objectives • Provide expertise • Help gather data • Participate in system testing

	• Learn system to enable future training of new users and function as subject matter expert

EcoInteractive will launch the project with a kick-off meeting for EcoInteractive and SRTA staff to discuss the implementation plan, and hold bi-weekly calls with SRTA to review progress, clarify any questions related to configurations, aid in data gathering questions for initial project import, provide administrative training on different modules, etc.

Meeting notes are kept of each bi-weekly call that outline the project status, meeting agenda, open/closed items for launch, and project risks.

Maintenance and Support

As part of the ongoing software subscription fee for the ProjectTracker SaaS solution, SRTA would receive the following maintenance and support:

- Completely vendor-managed cloud infrastructure and services upon which the ProjectTracker application is hosted, with continual maintenance and upgrades to provide ongoing services including:
  - Near 24/7 application uptime
  - Secure data storage for up to 100GB of data, up to 100GB of data transfer and 1 million requests per month.
  - Our SaaS Product leverages a multi-layered approach to security and redundancy. We utilize a Web Application Firewall (WAF) to provide an additional layer of security against malicious activity like DDoS attacks and malicious bots. The data is automatically backed up and the data is encrypted in transit for secure transmission of data via our API. Our cloud infrastructure is secure, resilient and fault tolerant with redundancy across multi-availability zones and scalability via auto scaling groups. We maintain full cloud infrastructure and application observability via monitoring, logging and alerting instrumentation.
  - Ongoing monitoring, maintenance and upgrades for database / application / authentication / map servers, API services, firewall, CDN and application security services, intrusion detection system, cloud infrastructure service, database and GIS software.
- 3 live general trainings conducted remotely within the 1st year of application launch.
- Responsive support services that are available for tier 1 basic user questions and bug ticket resolution. Clients can send email inquiries to our help desk via the help link on all web pages. Issues are tracked at the help desk until resolved and users are notified. Current clients really appreciate the helpful, proactive support that they routinely receive from EcoInteractive. Help desk hours are 9:00 am to 5:00 pm PDT, Monday through Friday outside of Federal holidays.
- Additionally, 15 hours annually for tier 2 support services which includes:
  - Customer success support and additional user training
  - Standard data updates on valid values for existing non-conditional system fields (i.e. new fund types)
- Continual product improvements and new functionality that is released and available for all clients from our constantly innovating product roadmap. We leverage our client network to source the most impactful product roadmap updates that provide the maximum value to agencies complimentary, as part of our subscription. Additionally, our goal is to remain the most federally compliant software. As new federal regulations and requirements are rolled out, we incorporate functionality to support the management of those new regulations.

ATTACHMENT B
PRICING

Until the agreement signature, pricing information is valid until June 30, 2025. Compensation shall not exceed the amounts for the services described in both Attachments A and B, with $90,000 serving as compensation for implementation and three years of the base platform, CTIPS integration, and Project Delivery software and up to a maximum compensation, totaling $139,320, if all optional add-ons are included for all three years of the contract.

	2025	2026	2027
ProjectTracker Base Platform	$18,000	$18,540	$19,096
CTIPS Integration	$5,000	$5,150	$5,305
Project Delivery	$4,500	$4,635	$4,774
One-Time Implementation	$5,000		
Year 1 - Total Cost	**$32,500**	**$28,325**	**$29,175**

Optional Add-ons	Optional Year 1	Optional Year 2	Optional Year 3
Long-Range Plan (RTP)	$5,000	$5,150	$5,305
Project Prioritization (Optional)	$4,500	$4,635	$4,775
Call for Projects (Optional)	$5,000	$5,150	$5,305
One-Time Implementation	$4,500		
Phase 2 - Additional Total	**$19,000**	**$14,935**	**$15,385**

Attachment C

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal Consolidated Planning Grant (CPG) funds.

- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.

- Completion of the FTA DBE Uniform Report form twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.

- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.

- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.

- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:

    - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

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

- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

    1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

    2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

RESOLUTION 25-10

A RESOLUTION OF THE SHASTA REGIONAL TRANSPORTATION AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A THREE-YEAR AGREEMENT FOR ECOINTERACTIVE'S PROGRAMMING SOFTWARE.

WHEREAS, transportation programming is becoming an increasingly complex and time-consuming task that requires the careful balancing of numerous socioeconomic, fiscal, and practical considerations; and

WHEREAS, there are many new federal and state requirements being introduced each year that make the tasks of preparing the Federal Transportation Improvement Program (FTIP), amendments to the FTIP, and development of the Regional Transportation Plan (RTP) even more complex and time-consuming; and

WHEREAS, many metropolitan planning organizations (MPOs) throughout California, and the country, are beginning to utilize EcoInteractive's software to reduce programming complexity, errors, and time; and

WHEREAS, EcoInteractive is the only firm found to have an off-the-shelf solution to develop the FTIP and RTP and manage those responsibilities entrusted to MPOs like the Shasta Regional Transportation Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Directors of the Shasta Regional Transportation Agency (SRTA) that:

1. SRTA's Executive Director is authorized to sign an agreement between SRTA and EcoInteractive for a three-year software license at a cost not to exceed $139,320 and make minor administrative amendments as appropriate.

PASSED AND ADOPTED this 25th day of June 2025, by the Board of Directors of the Shasta Regional Transportation Agency.

____
Greg Watkins, Chair
Shasta Regional Transportation Agency

ATTEST:

____
Sean Tiedgen, AICP, Executive Director
Shasta Regional Transportation Agency