



EL DORADO TRANSIT

REQUEST FOR QUALIFICATIONS #22-01

Short-Range Transit Plan Update

November 10, 2022

**EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CALIFORNIA 95619
(530) 642-5383
www.eldoradotransit.com**

El Dorado County Transit Authority
2022 Board of Directors

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Project Staff

Primary Contact: Matthew Mauk, Executive Director
Secondary Contact: Brian James, Planning and Marketing Manager
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I. PROJECT OVERVIEW

The El Dorado County Transit Authority (El Dorado Transit, Agency) has chosen to release this Request for Qualifications (RFQ) rather than a Request for Proposals (RFP) because of an interest in an iterative process to develop the final project scope. We are seeking a consultant or consultant team with extensive knowledge and experience in analyzing transit topics, who can collaborate with us to refine a scope to provide an update to the local fixed route and local demand-response service elements of our most recent Short-Range Transit Plan.

This planning effort will include a comprehensive evaluation of current conditions and extensive public outreach leading to the development of actionable recommendations to restore and improve El Dorado Transit's local transit services. The envisioned local Short-Range Transit Plan Update (Plan) will address internal and external factors influencing the use of local public transit services in the wake of the COVID-19 pandemic and recommend implementation of pilot projects and/or changes to existing services where determined needed and financially feasible.

The Plan shall be informed by updated research, broad public engagement efforts, and elements of relevant existing transportation plans, policies, and strategies. These should include but not be limited to the adopted 2019 Short- and Long-Range Transit Plan, 2021 Zero Emission Bus Conversion Plan, 2020-2040 Regional Transportation Plan (RTP), Regional Transportation Improvement Program (RTIP), and the Sacramento Area Council of Governments (SACOG) Next Generation Transit strategy.

The Plan should focus on development of strategies and actions to be implemented within a 3-year window with consideration for longer-term objectives and sustainability. The intention is for the El Dorado County Transit Authority Board to adopt a Short-Range Transit Plan Update by mid calendar-year 2023.

II. PROJECT BACKGROUND

El Dorado County is in the Gold Country of California, stretching from the Central Valley east of Sacramento up to the peaks of the Sierra Nevada. Much of the terrain consists of the ridges and valleys of the Western Slope and is comprised of large communities along the Highway 50 corridor, and many small, isolated communities. The western slope of El Dorado County (west of the Sierra Crest) includes Placerville, Cameron Park, El Dorado Hills, Pollock Pines, and Diamond Springs, as well as smaller communities. The City of Placerville is the County seat and is the only incorporated city within the area.

The major arterial east/west access is provided by US Highway 50 (US 50), connecting the area with Sacramento to the west and South Lake Tahoe and Carson City, Nevada to the east. North/south highway access to the area is provided by Highway 49, connecting the area with Auburn to the north and Jackson to the south. State Route 193 provides northern access to Georgetown.

Western El Dorado County (excluding the Tahoe Basin) is approximately 1.1 million acres in size and is a desirable location to live and visit. The region is known as an idyllic rural community and a tourist destination that has been experiencing residential and tourism growth in recent years. In particular, the area's proximity to employment opportunities in Sacramento County has generated substantial suburban growth in the western portion of the county.

The mix of urban and rural areas, some with easy freeway access, some along hilly narrow mountain roads and still others with suburban or low-density development, makes providing transit a challenge. Nonetheless, El Dorado Transit has provided a successful transit program for over 40 years, which strives to meet the varied needs of Western El Dorado County by providing a combination of local fixed-route service, commuter service, Dial-A-Ride service, and medical transportation. These services improve the quality of life for El Dorado County residents while also helping to address traffic congestion problems along the US 50 corridor.

The Agency owns the transit vehicles and equipment, and directly employs all the personnel necessary to provide day-to-day operations and maintenance. The wheelchair accessible fleet currently consists of sixteen (16) over-the-road commuter coaches; ten (10) low-floor fixed route buses; fourteen (14) smaller cutaway style buses; and ten (10) Dial-A-Ride minivans. The agency also maintains a fleet of eleven (11) staff vehicles for internal use.

Transit operations are funded with local, State, and federal dollars. The Agency is a subrecipient of Federal Transit Administration (FTA) Section 5307, 5310, 5311, and 5339 funds. El Dorado Transit's total operating expenditures in FY 2020 were \$9.4 million. The transit system served just under 298,000 passenger trips during the same period (this includes 32,000 on-demand Dial-A-Ride and ADA paratransit trips). Ridership had already decreased by 1.2% between FY2014 and FY2019 and then ridership decreased sharply in early 2020 from COVID impacts and the resulting service and staffing cuts. Continuing the trend, total ridership in FY 2021 was 111,000 trips including 10,465 trips for on-demand services. Monthly ridership is currently at about 30% of typical pre-COVID ridership levels.

The Agency adopted a Zero Emissions Fleet Conversion Plan in 2021 in preparation for meeting California's Innovative Clean Transit (ICT) regulation. The ICT regulation by the California Air Resources Board (CARB) mandates that all transit agencies have a goal of gradually transitioning to a zero-emission bus (ZEB) fleet by 2040. El Dorado Transit's adopted plan to go to all battery electric vehicles is based on pre-pandemic fleet replacement needs and will need to be revisited along with any major system changes.

The Agency last updated its Short- and Long-Range Transit Plan in 2019.

Major Challenges

Like other transit agencies, El Dorado Transit's ridership declined drastically in 2020 due to the COVID-19 pandemic. Ridership is still significantly below typical levels as the public's travel patterns continue to be impacted by factors such as lingering public health concerns, program reductions or outright closures, the proliferation of telehealth and home delivery services, and the widespread shift to remote work.

Other major challenges facing the agency predate the pandemic, including the following critical issues:

- Nationwide bus ridership had declined about 20% since its peak in 2018. Contributing factors to the decrease included less expensive cost of automobile ownership and the rise in use of ride-hailing services such as Uber and Lyft. El Dorado County was not immune to the problem as system wide ridership declined by 17.2 percent between 2009 and 2018.
- Despite decreasing ridership, El Dorado County's older adult population is anticipated to increase over the long term. Therefore, it will be important to provide effective lifeline transit

service to medical and shopping destinations. This “aging in place” trend impacts demand both within the study area, as well as to Sacramento and Placer Counties.

- Dial-A-Ride ridership has also declined, and it is questionable if the traditional Dial-A-Ride model of service is still meeting the needs of residents who rely on this service.
- Multiple attempts have been made to serve the community of El Dorado Hills with little ridership generated. Service to this area needs to be reexamined.
- Operating costs related to employee wages, health and retirement benefits, liability insurance, and procurement of goods and services have risen, making it more challenging to provide cost efficient transit services.
- CARB rules dictate that beginning in 2026 25% of new bus purchases must be zero emission, and in 2029 all new bus purchases must be zero emission. The fleet composition and additional infrastructure to support the conversion to electric transit vehicles must be accounted for in all recommend pilot projects and/or permanent service changes.

III. PROJECT PURPOSE

The objective of this Request for Qualification (RFQ) is to select a skilled consultant or consultant team to provide external assistance in the development of a comprehensive local Short-Range Transit Plan Update (Plan). The final work product is to be an integrated local plan that considers all aspects of transit system design, administration, and operations. The Plan is to include defined goals, objectives and priorities that are achievable and measurable. The Plan is intended to produce recommendations that are:

- **Needs based** - Providing clarity on what outcomes we are trying to achieve in addressing the current mobility demands of the local community. We need to have a long-term perspective while responding to current challenges and grasping emerging opportunities to support lifeline needs as well as economic growth and tourism. The Plan must encompass the direction of external stakeholders (City, County, regional and state agencies, local colleges/universities, employers, organizations) and the expectations of the public to support transit improvements over the next 3 years. Recommendations must be based on demonstrated public support and ridership potential.
- **Efficient and sustainable** - Opportunities to improve operational efficiencies, quality of service, and productivity are to be identified, and prioritized. Fundamental factors such as regulatory performance standards, staffing needs, and the availability of continuous funding sources must be addressed. Needed capital infrastructure and fleet electrification investments must be considered.
- **Accessible and compliant** – Beyond the absolute need to comply with all applicable Federal and State requirements, including Americans with Disabilities Act (ADA) provisions, implementation of Plan elements must factor the necessities of the local aging population, accessibility and affordability for lower income riders, and opportunities to expand fare payment options and regional fare coordination.
- **Supportive of local transportation goals** - Plan elements should align with active and greenhouse gas emission targets in the RTP and RTIP, local pedestrian and bicycle networks, as

well as the region's "Next Generation Transit" strategies where practical and mutually beneficial.

- **Measurable and transparent** – Consistent and rational means for reporting performance and returns on investment to meet public, stakeholder, and Board expectations, as well as the various Federal and State reporting obligations, must be identified and accounted for.

Local Short-Range Transit Planning Topics/Focus Areas:

Potential local transit service questions/issues to be addressed in the Plan include the following:

- Scale of current and expected future ridership demand
- Advantages/disadvantages of geographic coverage vs. frequency of service
- Potential of route deviation and/or fully on-demand service models to enhance first-mile/last mile connectivity
- Need for additional fixed, peak, express, evening, and/or weekend schedules
- Changes to routes and/or schedules to better reach underserved ridership generators?
- Current prioritization of resources to Folsom/Light rail connection (36% of weekday revenue hours on that route)
- Potential of reduced or free fare programs to encourage ridership
- Youth/Student ridership growth opportunities
- Opportunities for better coordination/integration with other local and regional commuter services to improve connectivity
- Technological, passenger amenity, and infrastructure upgrades to improve user experiences and promote safety and security
- Visitor/agritourism related service opportunities (e.g., American River, Apple Hill, Downtown Placerville, South County event shuttles, wineries, etc.)
- Opportunities for consolidation, coordination and/or expansion of social transportation services
- Purchased service models and/or public/private partnership opportunities
- Appropriate timelines and internal performance metrics to be applied to pilot projects or other changes
- Fleet composition and electrification requirements
- Compliance with Federal and State funding regulations and performance reporting requirements
- Marketing, public outreach, and branding strategies

IV. PROJECT DELIVERABLES

The selected contractor will be responsible for providing expert advice throughout the project and for the following deliverables (note that proposers are not limited by the listed deliverables and proposers may wish to expand on them):

Project Coordination - including regular meetings and monthly status reports to keep the project on schedule and keep identified stakeholders apprised of the process, as needed.

Orientation/Training of Participants to the process and components of the planning effort.

Needs Assessment/Environmental Scan – reviewing existing plans and documents pertinent to the comprehensive, local service plan, identifying trends and patterns that are applicable, and analyzing strengths, weaknesses, and opportunities.

Internal and External Stakeholder Input - gathering of stakeholder information and input; using appropriate and effective methods of communication and engagement.

Process and Meeting Facilitation – assisting discussion and decision-making; ensuring that conversations are forward-looking, action oriented, and move the participants towards creating a shared future.

Plan Documentation – including creation of a final plan document (with executive summary) for public review and presentation. Unless otherwise agreed, written products will be drafted by contractor, and reviewed, edited, and approved by El Dorado Transit. Specific requirements regarding the form of the deliverables (e.g., white papers, reports, presentations, etc.) will be negotiated between El Dorado Transit and the selected contractor.

Contractual work under this project should be completed by the middle of 2023.

V. STATEMENT OF QUALIFICATIONS AND SCOPE OF WORK

El Dorado Transit seeks a qualified, innovative, results driven consultant or consultant team that includes key staff who are committed to the project and can demonstrate the substantial skills, knowledge, and experience in a range of transit topics. Please provide a Statement of Qualifications and an outline of the scope of work to develop a short-range local transit service improvement plan.

VI. PROJECT CONTACTS

Primary Contact: Matthew Mauk, Executive Director
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 Ext. 210
Email: mmauk@eldoradotransit.com

Secondary Contact: Brian James, Planning and Marketing Manager
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 Ext. 201
Email: bjames@eldoradotransit.com

VII. PROJECT TIMETABLE

November 10, 2022	Issue Request for Qualifications (RFQ)
December 14, 2022, at 3:00PM (PST)	Virtual Prebid Meeting (if requested)
December 20, 2022	Closing date for written vendor questions/requests for RFQ modifications
December 23, 2022	Final responses, clarifications and/or modifications to the RFQ will be published and distributed (if necessary)
January 6, 2023, at 4:00PM (PST)	Closing Date for Receipt of Qualifications
January 11, 2023	Notification of request for interview (if necessary)
January 16-20, 2023	Conduct virtual interviews (if necessary)
January 25, 2023 (tentative)	Notice of Intent to Award
February 2, 2023 (tentative)	Board Approval/Contract Award
February 10, 2023 (tentative)	Effective Date of Contract
February 13-17, 2023 (tentative)	Project Launch Meeting
To Be Determined 2023 (tentative)	Project Completion
To Be Determined 2023 (tentative)	Deadline for submission of final invoice(s)

All submissions shall be received no later than 4:00 PM January 6, 2023 at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619 or by email to Matthew Mauk at mmauk@eldoradotransit.com. Late submissions will not be accepted or considered.

VIII. GENERAL CONDITIONS

A. Limitations

This RFQ does not commit El Dorado Transit to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. El Dorado Transit expressly reserves the right to reject any, and all submissions, or to waive any irregularity or information in any proposal or in the RFQ procedure and to be the sole judge of the responsiveness of any proposer and of the suitability of the materials and/or services to be rendered. El Dorado Transit reserves the right to withdraw this RFQ at any time without prior notice. Further, El Dorado Transit reserves the right to modify the RFQ schedule described above.

B. Award

RFQ finalists may be requested to make oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit price, technical, or other revisions of their submissions as may result from negotiations. El Dorado

Transit also reserves the right to award the contract without discussion or interviews, based upon the initial submissions.

C. RFQ Addendum

Any changes to the RFQ requirements will be made by written addenda by El Dorado Transit and shall be considered part of the RFQ. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of El Dorado Transit shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing submissions in response to this RFQ.
2. Submitting submissions to El Dorado Transit.
3. Negotiations with El Dorado Transit on any matter related to submissions.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, El Dorado Transit shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFQ. El Dorado Transit shall be held harmless and free from any, and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

F. Signature

The proposal shall provide the following information: name, title, address, telephone number and email of individual(s) with authority to bind the company and a designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

G. Term

The term of the agreement resulting from this solicitation is anticipated to be approximately twelve (12) months through the completion of the project, to include adoption of the final Plan by the El Dorado Transit Board of Directors. The contract may be extended as agreed upon in writing by the parties.

H. Contract Arrangements

The selected proposer is expected to execute a contract, like the example El Dorado Transit Professional Services Agreement attached as Exhibit A, which meets the applicable requirements of El Dorado Transit's procurement policies.

Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

- a. A copy of the consultant(s) affirmative action policy (applicable for firms with fifty or more employees); and
- b. A discussion of the consultant(s) program for use of DBEs in the performance of this work, if applicable, including the following:
 - The names and addresses of DBE firms that will participate.
 - The description of the work each named firm will perform.

I. Conflict of Interest

Firms offering submissions in response to this RFQ must disclose to El Dorado Transit any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

J. Payment Schedule

The consultant will invoice El Dorado Transit for services rendered and El Dorado Transit will compensate the consultants for these services as set forth in the agreement. The consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At El Dorado Transit's discretion, El Dorado Transit may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

IX. RESPONSE CONTENT AND ORGANIZATION

El Dorado Transit has chosen to release this Request for Qualifications (RFQ) rather than a Request for Proposals (RFP) because of an interest in an iterative process to develop the final project scope. Responses to this RFQ should be limited to specific discussion of the elements outlined in this RFQ and organized following the general outline below.

1) **Transmittal Letter**

The transmittal letter should include the name, title, address, phone number, email, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the contractor's firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared.

2) **Statement of Qualifications**

El Dorado Transit seeks a qualified, innovative, results driven consultant or consultant team that includes key staff who are committed to the project and can demonstrate the substantial skills, knowledge, and experience in a range of transit topics. In this section, the proposer should demonstrate the firm's expertise and experience.

3) **Project Approach**

Please provide an outline of the scope of work to develop a short-range local transit service improvement plan.

4) **Contractor References**

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, qualifications and references should be provided for the subcontractor.

All submissions shall be received no later than 4:00 PM January 6, 2023 at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619 or by email to Matthew Mauk at mmauk@eldoradotransit.com. Late submissions will not be accepted or considered.

All submissions, whether selected or rejected, shall become the property of the El Dorado County Transit Authority.

All submissions received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of submissions.

If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by the stated deadline. Proposer uses mail or courier service at their own risk. El Dorado Transit will not be liable or responsible for any late delivery of submissions. Postmarks will not be accepted.

Until award of the contract, the submissions shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all submissions shall be public records. No proposal will be returned after the date and time set for opening thereof.

X. REFERENCES

- 1) 2019 Short- and Long-Range Transit Plan
- 2) 2021 Zero Emission Bus Conversion Plan
- 3) SACOG Next Generation Transit Strategy
- 4) 2020-2040 Regional Transportation Plan (RTP)

XI. ATTACHMENTS

- A. Sample Professional Services Agreement



Attachment A

Sample Professional Services Agreement

EL DORADO COUNTY TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

with

for

THIS AGREEMENT, made and entered into this _____, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and _____ "CONSULTANT".

W I T N E S S E T H

CONSULTANT and EL DORADO TRANSIT do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - ADDITIONAL;
COMPLETION SCHEDULE
- SECTION 4 NOTICE TO PROCEED AND EFFECTIVE DATE OF CONTRACT;
PROGRESS; COMPLETION
- SECTION 5 TIME OF PERFORMANCE
- SECTION 6 COMPENSATION
- SECTION 7 CHANGES TO SCOPE - BASIC
- SECTION 8 COMPLIANCE WITH LAWS, RULES, REGULATIONS
- SECTION 9 EXHIBITS INCORPORATED
- SECTION 10 RESPONSIBILITY OF CONSULTANT
- SECTION 11 RESPONSIBILITY OF EL DORADO TRANSIT
- SECTION 12 TERM
- SECTION 13 TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT
- SECTION 14 TERMINATION OF AGREEMENT FOR CAUSE
- SECTION 15 INTEREST OF OFFICIALS AND CONSULTANT
- SECTION 16 SUBCONTRACTING
- SECTION 17 SUCCESSORS AND ASSIGNS
- SECTION 18 INDEPENDENT CONTRACTOR
- SECTION 19 EQUAL EMPLOYMENT OPPORTUNITY

SECTION 20 DISADVANTAGED BUSINESS ENTERPRISE
SECTION 21 TITLE VI COMPLIANCE
SECTION 22 PUBLICATIONS
SECTION 23 INDEMNIFICATION
SECTION 24 INSURANCE
SECTION 25 OWNERSHIP OF DOCUMENTS
SECTION 26 DOCUMENTATION/ACCESS TO RECORDS
SECTION 27 NOTICES
SECTION 28 JURISDICTION
SECTION 29 INTEGRATION
SECTION 30 CONFIDENTIALITY

EXHIBIT A PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION OF SCOPE OF WORK.

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled _____ attached hereto and incorporated herein by this reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

It is understood by EL DORADO TRANSIT and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in Exhibit "A". In such instance, CONSULTANT shall advise EL DORADO TRANSIT, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until EL DORADO TRANSIT has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement.

SECTION 4 – PURCHASE ORDER AND EFFECTIVE DATE OF CONTRACT; PROGRESS; COMPLETION

Upon execution of this Agreement by the parties, EL DORADO TRANSIT shall give CONSULTANT a 'Purchase Order' for the work. Such notice may authorize CONSULTANT to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, EL DORADO TRANSIT shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work within five (5) days following issuance of a Purchase Order. CONSULTANT shall complete the performance of its obligations under this Agreement in accordance with the dates and times indicated in Exhibit "A", unless an extension of time is granted in writing by EL DORADO TRANSIT, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of EL DORADO TRANSIT. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

SECTION 6 - COMPENSATION

For services performed pursuant to this Agreement, EL DORADO TRANSIT agrees to pay and CONSULTANT agrees to accept as payment in full, all identified project costs on a cost reimbursement basis up to _____ maximum amount.

CONSULTANT shall submit a bill upon completion of each of the tasks identified in said Exhibit "A," attached hereto. Payment shall be made by EL DORADO TRANSIT within 30 days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. It is mutually agreed between the parties to this Agreement that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

SECTION 7 - CHANGES TO SCOPE - BASIC

EL DORADO TRANSIT may at any time, and upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify EL DORADO TRANSIT in writing. Upon agreement between EL DORADO TRANSIT and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by EL DORADO TRANSIT and CONSULTANT shall constitute the CONSULTANT'S notice to proceed with the changed scope.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State or City statutes, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.

SECTION 9 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 10 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to EL DORADO TRANSIT that he/she possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, licenses, certifications, experience, resources and facilities to provide to EL DORADO TRANSIT the services contemplated under this Agreement. CONSULTANT further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

To the extent appropriate to the project contemplated by this Agreement, EL DORADO TRANSIT shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as EL DORADO TRANSIT'S representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define EL DORADO TRANSIT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided, and shall end upon EL DORADO TRANSIT'S acceptance and payment for such portion of the work as was authorized by such notice, but in no event beyond the end of the Fiscal Year

SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of EL DORADO TRANSIT, become its

property. If this Agreement is terminated by EL DORADO TRANSIT as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks, and mutually agreed percent-completed tasks, to total services as determined by EL DORADO TRANSIT, less payments already made under this contract. This proration shall be extended to cover any fixed fee charged for a fully completed product.

SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

A. EL DORADO TRANSIT may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not substantially begin to correct such failure within a period of ten (10) days (or such longer period as EL DORADO TRANSIT may authorize in writing) after receipt of notice from EL DORADO TRANSIT specifying such failure.

B. In the event EL DORADO TRANSIT terminates this Agreement in whole or in part as provided in Paragraph "A" above, EL DORADO TRANSIT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by EL DORADO TRANSIT, less payments of compensation previously made. Payments previously made by EL DORADO TRANSIT to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of EL DORADO TRANSIT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this

Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of EL DORADO TRANSIT.

SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

- A. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.
- B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.
- B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit "A". Specialized services are those items not ordinarily furnished by a consultant performing the particular type of study.
- C. All subcontracts shall be subject to the provisions contained in this contract between EL DORADO TRANSIT and CONSULTANT.

SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to, or assigns of, the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of the other party to this Agreement.

SECTION 18 - INDEPENDENT CONTRACTOR

EL DORADO TRANSIT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to EL DORADO TRANSIT.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age,

creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- B. To the extent applicable, CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. All subcontracts awarded by CONSULTANT shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

SECTION 21 - TITLE VI COMPLIANCE

- A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
- B. During the performance of this Agreement the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:
 1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the

CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by EL DORADO TRANSIT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to EL DORADO TRANSIT, as appropriate, and shall set forth what efforts it has made to obtain the information.

C. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, EL DORADO TRANSIT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or;
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

D. Incorporation of Provisions: the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request EL DORADO TRANSIT to enter into such litigation to protect the interests of EL DORADO TRANSIT, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 22 - PUBLICATION

A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with EL DORADO TRANSIT.

B. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of EL DORADO TRANSIT. This report does not constitute a standard, specification, or regulation."

C. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the inside cover page:

SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, the Consultant shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against and from any all claims, suits, losses, damages and liability for damages, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the negligent acts, errors or omissions, recklessness, or willful misconduct, of the Consultant or those for whom Consultant is legally liable and which are claimed to or in any way arise out of or are connected with the Work by Consultant, his agents or employees including Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the District, Consultant, subcontractor(s) and employee(s) of Consultant, or any of these, except for the sole, or active negligence of the District, its officers and employees, and except as expressly prescribed by statute. This duty of Consultant to indemnify and save the District harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 24 – INSURANCE

The CONSULTANT shall provide proof of a policy of insurance satisfactory to EL DORADO TRANSIT and documentation evidencing that the CONSULTANT maintains insurance that meets the following requirements.

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.

- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT, or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- E. The certificate of insurance must include the following provisions stating that:
 - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to EL DORADO TRANSIT; and
 - 2) EL DORADO TRANSIT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that EL DORADO TRANSIT is named additional insured shall be made by providing EL DORADO TRANSIT with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming EL DORADO TRANSIT as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance 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 (1) year. New certificates of insurance are subject to the approval of EL DORADO TRANSIT and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, EL DORADO TRANSIT may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. Certificate of insurance shall meet such additional standards as may be determined by EL DORADO TRANSIT as essential for protection of EL DORADO TRANSIT.
- H. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- I. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

- K. The CONSULTANT's insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- L. The insurance companies shall have no recourse against EL DORADO TRANSIT, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- M. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- N. Any deductibles or self-insured retentions must be declared and approved by EL DORADO TRANSIT. At EL DORADO TRANSIT's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EL DORADO TRANSIT, its officers, employees and volunteers, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- O. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SECTION 25 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, computer files, drawings, designs and reports generated by this Agreement shall belong to and become the property of EL DORADO TRANSIT in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of EL DORADO TRANSIT. Software used but not created in the performance of this agreement is not included. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

SECTION 26 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of EL DORADO TRANSIT. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof

shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

SECTION 27 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To EL DORADO TRANSIT: "*****O cwj gy 'O cwm Executive Director
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
- b. To CONSULTANT:

Nothing hereinabove shall prevent either EL DORADO TRANSIT or CONSULTANT from personally delivering any such notices to the other.

SECTION 28 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 29 - INTEGRATION

This agreement represents the entire understanding of EL DORADO TRANSIT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EL DORADO TRANSIT and CONSULTANT.

SECTION 30 – CONFIDENTIALITY

CONSULTANT hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the EL DORADO TRANSIT's business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data, or existing or potential customers, or any other information which EL DORADO TRANSIT has designated as confidential.

CONSULTANT agrees that CONSULTANT, its employees, agents and representatives shall not, either during the term of this Agreement or at any time thereafter, disclose any proprietary, secret or confidential information of EL DORADO TRANSIT to any third party whatsoever without express written consent of EL DORADO TRANSIT.

CONSULTANT shall secure all documents, work in process, products or other items incorporating any EL DORADO TRANSIT's information in a manner that will prevent its unauthorized disclosure.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

EL DORADO TRANSIT:

By _____
O cwj gy 'O cwm Executive Director

CONSULTANT:

By _____

APPROVED AS TO FORM:

Mike Tucker
Attorney for El Dorado County Transit Authority