

AGENDA ITEM 1 H  
Consent Item

**MEMORANDUM**

**DATE:** March 2, 2023

**TO:** El Dorado County Transit Authority

**FROM:** Matthew Mauk, Executive Director

**SUBJECT:** Contract Award for Development of the Short-Range Transit Plan Update

**REQUESTED ACTION:**  
**BY MOTION,**

1. Authorize the Executive Director to execute the attached draft professional services agreement with DanTec Associates for development of a Local Short-Range Transit Plan Update per RFQ #22-01, pending final approval by legal counsel
2. Approve Purchase Order #28205 in the amount of \$125,000 for completion of professional services per the proposed Work Plan and Schedule
3. Authorize the Executive Director to execute change orders totaling an amount not to exceed five percent (5%) of the approved contract amount

**BACKGROUND**

An update to the local service elements of the 2019 El Dorado County Transit Authority (El Dorado Transit) Short- and Long-Range Transit Plan is deemed necessary to reassess the current demand for local transit services and develop timely strategies to best address the emerging transportation needs of the community. It is anticipated that completion of the Local Short Range Transit Plan Update (Plan) will take approximately nine (9) months and be informed by extensive public and stakeholder engagement efforts. Staff is seeking to present a final Plan for Board adoption by the end of 2023 that includes recommendations for local service initiatives to be implemented over the subsequent three (3) years.

In response to its Request for Qualifications (RFQ) #22-01 released in November 2022, El Dorado Transit staff received three (3) written responses from consulting firms interested in leading the project. All three (3) consulting firms submitted detailed responses which highlighted the company's qualifications, experience, and recommended approach to the anticipated project scope. At the February 2, 2023 meeting, the El Dorado Transit Board approved staff's recommendation establishing a not-to-exceed contract budget of \$125,000 and authorized the Executive Director to negotiate the scope of a professional services agreement with the prospective consultant firm determined to be the best fit and value to the agency.

## **DISCUSSION**

Staff conducted an initial evaluation of the written proposals, with assistance from planning staff at the El Dorado County Transportation Commission and conducted reference interviews by phone with multiple former clients. Based on the written submissions and follow up research, staff identified the consultant team proposed by DanTec Associates as their preferred firm for advancement to negotiations. Following the Board direction at the February meeting, staff worked with DanTec Associates to finalize the attached project scope, timeline, and agreement terms for Board review and approval.

With the requested action, staff is seeking approval to execute the attached professional services agreement with DanTec Associates, including the proposed Work Plan and Schedule, pending final approval as to form by legal counsel. In addition, the requested actions will approve Purchase Order # 28205 in the amount of \$125,000 and grant the Executive Director minor change order authority.

## **FISCAL IMPACT**

The requested action is for contracting authority of \$125,000 for professional consulting services to complete a Local Short Range Transit Plan Update. The project related expenses anticipated for the current fiscal year (FY) ending June 30, 2023, were included in the adjusted FY 2022/23 Operating Budget, Service and Supply Account No. 5030.00 line item, approved by Board on February 2, 2023. Remaining project related expenses anticipated for the upcoming FY 2023/24 beginning July 1, 2023, are included in the Preliminary Operating Budget proposed later in this agenda.

Proposal to Prepare

# **El Dorado Transit Short Range Transit Plan Update**



Prepared by  
**DanTec Associates**  
February 2023

Dan Levy, Principal DanTec Associates  
760.213.0961 • [dantec1@sbcglobal.net](mailto:dantec1@sbcglobal.net)

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**Proposal to Prepare**

# **El Dorado Transit Short-Range Transit Plan Update**

Submitted to



Submitted by

**DanTec Associates**

Dan Levy, Principal

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## Letter of Transmittal

February 21, 2023

Matthew Mauk, Executive Director  
El Dorado Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619  
mmauk@eldoradotransit.com

Dear Matt:

I am pleased to attach our proposal and budget for the El Dorado Transit Short-Range Transit Plan Update.

The task list from the original statement of qualifications has been maintained, but the descriptions have been edited to reflect a three-year time horizon and remove any references to commuter services. The analysis section has been modified to reflect the use of driver-collected boardings and alightings data. The public outreach task descriptions have also been revised to reflect your concerns.

We look forward to working with you on this important project. Please let me know if you have any questions or require clarification of any tasks.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Levy", written over the printed name.

Daniel Levy  
Principal, DanTec Associates

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# 1. Project Approach

## 1.1 Understanding the Challenge

This is a time of unprecedented challenges for transit systems across the United States. During the pandemic, ridership and revenue plummeted. Now, as the public health crisis eases, it has become evident that transportation, work, and daily living patterns may have been significantly changed. Program closures, telehealth, home delivery services, internet shopping, and remote work are all affecting the future of public transportation demand. Transit agencies are entering uncharted territory.

El Dorado Transit ridership was declining in the years before the pandemic, and monthly ridership currently is about 30 percent lower than pre-COVID-19 when the last Short-Range Transit Plan was completed. The change is so profound that all options should be on the table, and a complete reimagining of transit may be appropriate. The services that evolved over the past 40 years, including local fixed routes, Dial-a-Ride, and medical transportation, need to be reevaluated in light of the apparent and ongoing changes in transportation demand and changing demographics, particularly the aging population.

Considering the circumstances facing El Dorado Transit, staff members have chosen a Short-Range Transit Plan Update as an opportunity to undertake a meaningful review of the transit system to address current short-term challenges facing the local service including the following:

- Reversing the decline of ridership for both conventional fixed-route transit and Dial-a-Ride transit
- Addressing competition from ride hailing
- Responding to the recent inability to attract demand from specific communities such as El Dorado Hills
- An aging population with anticipated demand for basic mobility and a desire to age in place
- Cost pressures and the need for a sustainable future
- New expectations for fleet conversion to electric propulsion
- Changing travel behavior and demand
- Increasing operating costs

DanTec will undertake a comprehensive evaluation of current conditions and a review of lessons learned from peer systems and extensive public and stakeholder engagement processes, including the development of goals and objectives specifically for the local service

provided by El Dorado Transit. Based on all of those inputs, DanTec will develop a Short-Range Transit Plan Update with actionable recommendations to restore services where appropriate and improve services where feasible. The structural changes the pandemic has brought mean that this Plan Update will depend less on past trends to project future results. This highlights the need for a review of peer actions because most transit systems are facing the same challenges. The Plan Update will include service changes and potential pilot projects to assess new ways of delivering transit services in this unfamiliar environment. The entire Plan Update will focus on developing a sustainable future for the agency.

Financial sustainability must be a top priority for any agency. Although the pandemic has wreaked havoc on ridership and revenue, it has also brought financial opportunities with increased support from state and federal governments. This support has come in the form of relaxed performance requirements (e.g., TDA farebox targets), increased formula funding, and new grant programs. This Short-Range Transit Plan Update will focus on maximizing the potential benefits of these new incentive programs.

El Dorado Transit also recognizes the need to explore and refine the scope for this project before committing to a work plan. DanTec understands the range of issues that transit agencies in smaller communities face; understands the pressures, challenges, and priorities of public agencies; and has experience collaborating with agency staff and boards to explore, refine, and customize work programs to meet their specific needs.

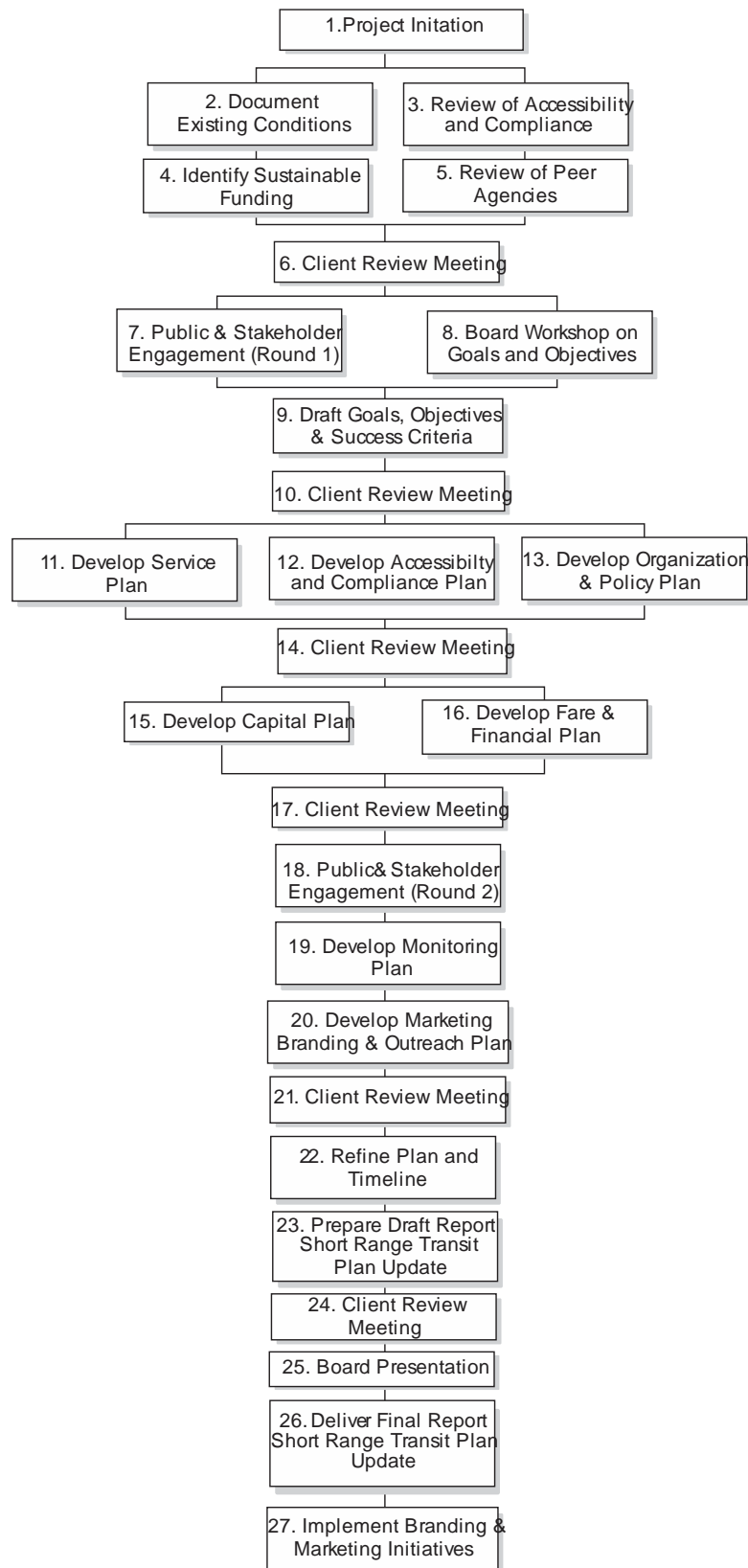
The Proposed Work Plan in Section 1.2 outlines best practices for a Short-Range Transit Plan Update in today's environment. We will work closely with El Dorado Transit to enhance, refine, and adjust it to address the specific and local requirements of your agency.

The DanTec team has expertise in assessing a broad range of needs and formulating plans including reviewing service; analyzing performance; assessing organization and governance structures; leading genuine stakeholder and public engagement; leading decision support; advising on requirements for policy, revenue, fare policies, and fare structures; advising on system design; resource allocation; fleet electrification impacts and facility requirements; siting and design concepts; advising on technology; customer service; marketing; communications; and branding.

## **1.2 Proposed Work Plan and Schedule**

DanTec has prepared a scope for your consideration. Figure 1 illustrates the major tasks and the flow of the work plan with detailed explanations on the following pages.

Figure 1. Flow of Tasks



In summary, we anticipate it will be appropriate to:

- work with the agency to confirm its goals and objectives for local service are consistent with agency vision and mission—an essential step that fosters alignment and reduces conflict;
- document existing conditions and evaluate the system’s performance, accessibility, and compliance compared with peer systems, including identifying sustainable limits for the system;
- engage with stakeholders and the public in two rounds of engagement, initially to listen to and understand their experience and expectations and later to share concepts and scenarios for potential changes and to receive input;
- develop draft guidelines, standards, and plans for local service for review by the organization and for discussion with stakeholders and the public; these may include a service plan, accessibility and compliance plan, organization or policy plan, capital plan, and fare, revenue, and funding plan; where appropriate, we would draft multiple concepts or scenarios as input to the engagement; and
- develop a final plan, refined based on all appropriate engagement, with supporting action plans, including an implementation plan; monitoring plan; and a marketing, branding, and outreach plan.

The following illustrative tasks describe these elements in more detail.

### **Task 1: Initiate Project**

A project initiation meeting will be held on site to finalize the scope, schedule, and deliverables. Before the meeting, the consultant team will review pertinent documents, including the 2019 Short-Range Transit Plan, current performance statistics, and any available strategic plans and policy documents.

Deliverables: Meeting record

### **Task 2: Document Existing Conditions**

In this task, the consulting team will document existing conditions for the transit system and the community. This will include evaluation of ridership trends and patterns, travel behaviors, scheduling practices and performance, fleet utilization, staffing, and financial results.

The evaluation of ridership will be based on count data El Dorado Transit will provide. We understand that El Dorado has driver-collected boarding data.

During this task, the consulting team will also ride the system to obtain an overview of operating conditions, typical traffic, schedule practices, and delays and passenger behavior.

This will also provide an opportunity to speak with passengers and operators regarding the current system, challenges, and issues. The rides will also allow the team to observe issues related to compliance with the Americans with Disabilities Act (ADA) regulations for both fixed-route and Dial-A-Ride services. This will include but not be limited to issues such as securement of people in wheelchairs and provision of assistance to passengers with disabilities, missed trips, reasonable modification, suspensions of service, and service animals.

The team will review how the system has dealt with the challenge of balancing coverage and productivity and identify the relationship between the service and land uses. The team will look at recent growth trends, particularly in the western portion of the service area, and identify future potential growth areas by discussing with appropriate staff at the county and municipal governments.

El Dorado Transit is located between Sacramento and Lake Tahoe, with major attractors and generators in the east and west. This means connections between El Dorado Transit and other local and regional transportation operators are important. DanTec will document these connections and how well they work and, where possible, identify how many passengers make inter-operator transfers.

Demographic trends will be assessed and analyzed. The State of California projects that the population over the age of 65 will increase 88 percent from 2010 to 2060. This is potentially a significant factor because El Dorado has a relatively young population and because, as the population ages in place, there may be a greater need for specialized transportation services such as paratransit and medical transportation. Understanding where minority populations and people with limited income reside is also important to ensure that service changes do not discriminate. Although El Dorado Transit falls below the FTA threshold to conduct equity analysis, the agency is still required to meet the intent of Title VI and Environmental Justice service regulations; we will review and provide advice on these factors.

Deliverables: Existing Conditions Interim Report

### **Task 3      Review of Accessibility and Compliance**

Transit systems must comply with many state and federal regulations to be eligible for government formula funds and grants. Failure to comply with the regulations can result in ineligibility for new grants and even financial penalties or grant claw backs. Under state civil rights law, fines and damages can also be awarded for violations of federal regulations. It is therefore critical that El Dorado Transit be in full compliance with regulations such as the ADA, Title VI and Environmental Justice, Equal Employment Opportunity, and Drug and Alcohol Testing. We will examine the most recent TDA audit of El Dorado Transit to understand what areas were found to have concerns. The staff members at DanTec have managed responses to

state and federal audits and reviews and know areas that often create compliance issues at transit agencies.

DanTec will review operations, equipment, and facilities as well as policy documents and administrative procedures and recommend areas it may be possible to make changes to improve compliance and avoid potential issues.

The delivery of ADA paratransit service is often the most challenging form of public transportation. It is also, without a doubt, the most expensive form of public transportation per ride. Given these real and constant challenges, agencies struggle to both deliver compliant services while also being budget conscious. Therefore, we will complete an evaluation of El Dorado Transit's ADA paratransit services to ensure compliance with the ADA as well as identify opportunities for more efficient paratransit operations.

As a part of this comprehensive paratransit review, the DanTec team will review El Dorado Transit's service by understanding, evaluating, and/or identifying the following:

- El Dorado Transit's administrative policies and operating practices, including requirements to comply with the following:
  - o Providing reasonable assistance to riders with disabilities
  - o Wheelchair securement
  - o Boarding and alighting practices
  - o Reasonable modification of services
  - o Service animals
  - o Eligibility determination process
  - o On-time percentage
  - o Missed trips
  - o Telephone hold times
  - o Reservations and scheduling practices
  - o Shared rides
  - o Stranded passengers
  - o Service area
  - o Fare structure
  - o Personal care attendants
  - o Hours of operation
  - o Premium services
  - o Other general equivalency requirements with fixed-route services



Identifying inefficiencies in service is vital to ensuring that transit agencies maximize the funding available to a community. The DanTec team will seek to identify opportunities for El Dorado Transit to maximize the value for each dollar budgeted for paratransit services. This may include addressing the scheduling of shared rides and ways to better take advantage of the ability to schedule trips up to one hour before or after a requested pickup time to increase efficiency.



We will ensure that existing and recommended operating policies and practices are viewed through a fiscal reality lens. All transit agencies want to provide the highest-quality services possible, but agencies regularly face fiscal constraints that often limit the level of customer service provided. Fiscal constraints do not, of course, apply to an agency's requirement to comply with the ADA and other federal

requirements. They may, though, affect how an agency is able to exceed the minimum requirements that typically lead to higher-quality services. All these issues will be considered during the DanTec team's evaluation process.

The DanTec team understands that there is a number of other demand-responsive services in addition to ADA paratransit such as medical transportation and Dial-a-Ride. We will also evaluate these services for compliance to ensure that delivered services are meeting standards such as providing a reasonable level of service and wheelchair securement.

Deliverables: Interim Report on Accessibility

## **Task 4      Identify Sustainable Funding**

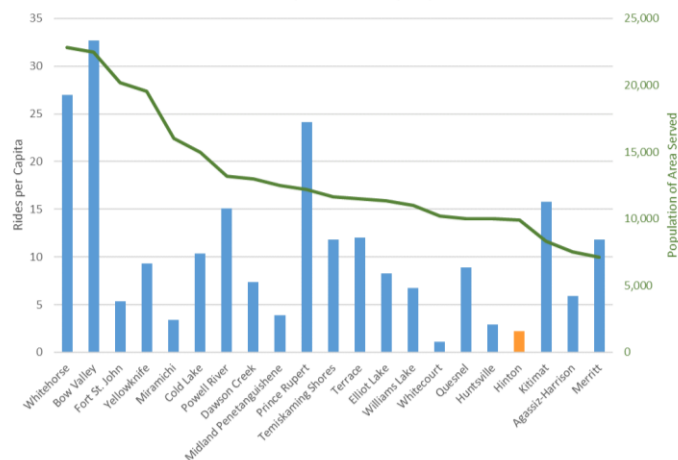
DanTec has found it desirable to identify the likely sustainable levels of funding available to an agency early in the planning process. This allows the team to develop solutions knowing what is possible and what may be a financial challenge for the agency. DanTec is aware of planning projects where solutions were developed that were not within the financial capacity of the agency, but the limitations were not uncovered until late in the process. Knowing the limits of sustainability early in the process will help us identify options are realistic and achievable.

The goal of this task is to familiarize DanTec with the current budget and revenue sources and identify likely new sources of funding for operations and capital as early as possible.

Deliverables: Interim Report on Financial Sustainability

## Task 5 Review Peer Agencies

We will conduct a review of peers or best practices analysis. Rather than simply comparing published statistical information as other consultants often do, this analysis will critically look at peer systems to identify lessons learned and innovative service concepts or fares that could be implemented at El Dorado Transit. This exercise may be particularly valuable because many agencies are developing innovative programs and services to respond to the loss of ridership due to the pandemic. Knowing what has worked well or not worked at other similarly sized transit agencies or communities will be useful as the future direction of the service is being discussed. It will include relevant factors including understanding the reasons behind the decisions affect transit network design, fleet size and composition, scheduling practices, and fare policies. The peers will be selected not only based on population or fleet size. We will also strive to include systems that mirror the urban, suburban, rural linear configurations of El Dorado Transit and a mix of commuter, local, and Dial-a-Ride services. We will identify six to eight systems that meet this profile.



The review of peer agencies will be conducted through personal contacts, telephone interviews, and internet surveys. Our team has completed projects at many transit agencies and has excellent contacts that will facilitate this task.

Deliverables: Interim Report on Peers

## Task 6 Client Review Meeting

A client review meeting will be held to review the work completed to date on Tasks 2 to 5. The meeting will also be used to review the plan for the public, stakeholder, and board of directors engagement and outreach. If the agreed-upon scope of work includes a survey, drafts of the proposed surveys will be presented for review.

Deliverable: Meeting notes

## **Task 7      Start Public and Stakeholder Engagement (Round 1)**

The first round of a multifaceted public, stakeholder, and board outreach process will be conducted to reach a broad range of users, residents, and interested parties throughout the county. It will involve listening and learning from stakeholders and the public about what they know about local transit options, why they do or do not use it, what attracts them to try it or to use it more, and what is necessary and what are nice-to-haves with transit options. This will help the organization understand community wants and aspirations and develop appropriate new mission and vision statements as well as evaluation criteria to be used to evaluate the service and fare options.

Outreach activities will draw from a menu of options and be tailored to accommodate suggestions from El Dorado Transit staff in consultation with our team and drawing on our team's experience engaging on transit issues across a diverse transit system and dispersed county-wide communities. The menu of potential outreach elements may include the following:

- Public workshops
- Teletown halls
- Open house for El Dorado drivers and staff
- One-on-one meetings with board members
- Listening sessions with small groups
- A web-based survey for riders and future rides (non-riders)
- An onboard survey of riders
- Workshops with key stakeholders

We will support engagement and awareness through existing social media channels with sample content and key messages. The team will prepare e-blasts, posters and flyers, take-ones, and other promotional materials for public events that El Dorado Transit can distribute in advance of events and activities. Through a strategic process that starts with research and communications planning and ends with measurement and evaluation, DanTec with Lucy & Company will ensure El Dorado Transit's future communications plans are based on public and rider input and strategies that work. Most importantly we believe that informed dialog enriches planning processes. Our team will create opportunities to engage stakeholders and the public in a dialogue to explore the perspectives, ideas, concerns, expectations, and ideas for improvement. The dialogue with and among stakeholders and the public is key to identifying the community's needs and desires from the transit system and helping the public and stakeholders understand the constraints facing transit.

The Round 1 engagement will include a workshop. It will include a presentation by the consultant team of the results of the review of peer systems and best practices and El Dorado Transit system performance and challenges as well as financial sustainability. It will be followed by an opportunity for participants to comment on their needs and expectations as input on issues and to help formulate the agency's mission and vision.

A web survey will collect similar information from people unable or unwilling to attend the public workshop. The survey will be linked to the El Dorado Transit home page and be promoted through other local government sources, local stakeholder groups with similar missions, community organizations, and nonprofits. We will work with local organizations to help promote the program and survey and supply sample content and images for use by other organizations.

Stakeholder input will include meeting one-on-one and in small listening sessions with representatives of diverse agencies, institutions, government, or business organizations such as these:

- County Planning and Economic Development
- Municipal governments such as Placerville or Community Service Districts
- School districts
- Chamber of Commerce
- Major employers
- Seniors' organizations
- Organizations representing persons with disabilities
- Others identified in consultation with El Dorado Transit

The input received will help DanTec draft a proposed mission statement and vision for the transit system that is consistent with the expectations of the public and the fiscal limits of the agency.

Deliverables: Memo on process and what we heard

## **Task 8      Board Workshop on Goals and Objectives**

We will facilitate a workshop session with the board of directors. The session will begin with an overview of the project and the findings of Tasks 2 to 6. The second half of the session will be dedicated to obtaining board input on proposed goals and objectives statements for the local service consistent with the agency vision and mission.

The input received will help DanTec draft a goals and objectives for the local services that are consistent with the expectations of the public and the fiscal limits of the agency. As a part of

this task, some specific evaluation or success criteria will be developed for use in evaluating the options considered in the later tasks.

Deliverables: PowerPoints for board presentation

## **Task 9      Draft Goals, Objectives and Success Criteria**

DanTec will formulate goals, objectives, and success criteria for local service consistent with the agency vision and mission. The goals, objectives, and success criteria will be based on the input received from the public, stakeholders, and board and the results of other earlier tasks, including identification of sustainability funding.

It is critical for El Dorado Transit to have goals and objectives that establish a strategic direction for the local service. Adoption of these statements clarifies what success looks like, providing focus for future outcomes and efforts to achieve them. The success criteria will help evaluate the options developed in the later tasks of this study. This input will also be used to craft any service design standards or guidelines consistent with goals and objectives.

During the first round of outreach, we will have sought input on key trade-offs such as having a service that comes closer to respondents' homes and operates less frequently versus a service that operates from major roads or collection points and is more frequent. Effectiveness standards are used to assess how well the services achieve their objectives and vary according to the service intent. Services that exist for the purpose of attracting ridership should be measured on their ridership, levels of crowding, speed, and directness, and the cost per customer should be relatively low. Conversely, services that exist to serve neighborhoods, provide basic mobility, and maximize coverage while accepting lower number of customers per hour and higher cost per customer should be measured based on walking distance to bus stops and social measures such as satisfaction.

A transit system needs service standards or guidelines to operate effectively, transparently, and equitably. These service standards are needed to let councils and the public understand what to expect from the system. Creating service standards or guidelines based on goals and objectives tied to the mission and vision will create a formal policy framework. The measurement of performance and evaluation of the system can then be tied to the standards. The standards are also helpful during budget approvals. Rather than distracting decision makers with the details of routes or schedule adjustments, the board can focus on adjustments to the policy issues (service standards). This would allow staff to make service adjustments to meet any policy revisions and the budget target. For example, budget discussions can be based on the financial ramifications of adjusting walking distance from  $\frac{1}{4}$  mile to either  $\frac{1}{3}$  mile or  $\frac{3}{4}$  mile rather than

looking at the specific route and service changes. This will create a policy discussion that the board can understand rather than focusing on the details of routes or schedules.

We will develop a set of draft goals for the local service consistent with the agency vision and mission. For each goal, specific objectives with indicators and performance targets or success criteria will be set. The service standards will be in the form of objectives, indicators, and targets. Using this methodology, the goals will be made firm, but the objectives, indicators, and targets can be adjusted in the future based on funding levels or public demand. The service standards would guide staff in making both small tweaks to the service as well as major expansions such as determining when to start a new service. One of the advantages of this structure is that the vision, mission, and goals can remain unchanged between short-range plan updates, but the objectives and targets can change if necessary based on annual or periodic reviews due to financial constraints or other factors.

Figure 2 provides examples of this hierarchical approach with vision, goals, objectives, and targets.

It is recommended that service standards address the following key issues:

#### Quality of service

- Frequency of service (e.g., headways)
- Span of service (e.g., service start and finish times)
- Access to service (e.g., walking distance to stops, stop spacing)
- Passenger amenities (e.g., shelters and heated shelters)
- Transfers and travel times (e.g., maximum transfers, travel time relative to auto)

#### Effectiveness

- Frequency of service (e.g., headways)

Figure 2. Sample Vision Goal Objective Hierarchy

*Vision: A convenient and reliable transit system for all residents*

**Goal A:** *A coverage-based transit service within reach of all urban residents*

**Objective 1:** *Service is provided within ¼ mile of all urban residential addresses.*

**Target:** *Service is provided to meet objectives for 95 percent of residential addresses*

**Goal B:** *Reliable service*

**Objective 1:** *Services never leave a stop early and are not more than 5 minutes late.*

**Target:** *90 percent of services operate on time as defined in objective*

**Objective 2:** *Timed connections are well coordinated.*

**Target:** *90% of connections are achieved as published*

- Span of service (e.g., service start and finish time)
- Productivity (e.g., passenger km, per seat km, boardings per hour)
- Cost recovery (e.g., percentage of cost recovered from farebox)

### **Efficiency**

- Labor productivity (layover, delays, scheduling efficiency)
- Spare ratio (e.g., revenue vehicles to spare vehicles)

### **Reliability (on-time performance, cancellations)**

- Access to service (e.g., walking distance to stops, stop spacing)
- Passenger amenities (e.g., shelters and heated shelters)
- Transfers and travel times (e.g., maximum transfers, travel time relative to auto)
- Effectiveness
- Productivity (e.g., passenger km, per seat km, boardings per hour)
- Cost recovery (e.g., percentage of cost recovered from farebox)

Deliverables: Proposed goals, objectives and success criteria

## **Task 10      Hold Client Review**

A client review meeting will be held to review the results of Tasks 7 to 9. This will include a synopsis of the public, board, and stakeholder input and the draft mission and vision statements, which will be ready for board approval.

Deliverables: Meeting record

## **Task 11      Develop Service Plan**

In this task, the team will develop a series of service options that address each of the service questions raised in the request for qualifications consistent with the mission and vision statements drafted earlier in the project. The options will also address issues raised by riders, the public, or stakeholders during the outreach or other issues that became apparent through the analysis of existing conditions in Task 2.

The specific questions raised in the request for qualifications that we will address include the following:



- Coverage versus frequency
- Estimate ridership and revenues
- Innovative service types
- Social service transportation
- Route deviation versus fully on demand versus first or last mile
- Need for fixed, peak, express, evening, and weekend schedules
- Address service gaps, underserved generators
- Prioritization of service to Folsom and Light Rail
- Youth and student growth opportunities
- Better coordination with other local and regional providers
- Visitor and agritourism opportunities



El Dorado Transit falls below the FTA threshold requiring a Title VI analysis of services changes. However, we will scan all options for potential civil rights issues, and any option that has potential civil rights issues will be screened out unless directed by El Dorado Transit. The new service options we identify will support the existing or updated vision and mission statement and the goals developed through the engagement process.

Deliverables: Draft Interim Service Development Report

## Task 12      **Develop Accessibility and Compliance Plan**

In this task, the team will produce a plan to ensure full compliance with the ADA. The plan will also identify strategies to go beyond the ADA where financially feasible and improve service options for people with disabilities and seniors. The principals at DanTec have provided numerous transit agencies with service and equipment ideas that can be implemented at modest cost and can make travel easier or more comfortable for people with disabilities.

We will develop a plan for improved ADA services based on the goals, objectives, and service standards formulated earlier and the evaluation of needed changes documented in Task 3. The plan will include ridership forecasts, cost estimates, and strategies for compliance with ADA. The recommendations will include any changes to policies required to implement the service changes. The recommendations will address any issues identified with ADA Dial-A-Ride services.



El Dorado Transit is currently below the FTA threshold for completing a Title VI and Environmental Justice analysis of fare and service changes; however, the agency still has an obligation not to create disparate impacts or disproportionate burdens as a result of fare and service changes. DanTec will screen any proposed changes to ensure that there are no potential civil rights issues. The plan will also address any other compliance issues pertaining to areas such as Equal Employment Opportunity or Disadvantaged business Enterprise that we find in the review of existing conditions or in TDA or FTA audits and reviews.

Deliverables: Interim Compliance Plan

### **Task 13      Develop Organization & Policy Plan**

This element of the plan will examine organizational options, including purchase service models or public private partnership arrangements that could offer cost savings or service improvements. It will also investigate opportunities for consolidation, coordination, and future service options for social service transportation.

The recommendations will include any changes to policies required to implement the service changes in the interim report. The recommendations will address immediate needs (up to three years).

Deliverables: Interim Report on Organization and Policy

### **Task 14      Client Review Meeting**

A client meeting will be held to review the draft plans developed in Tasks 11, 12, and 13.

### **Task 15      Develop a Capital Plan**

DanTec will develop a short-range (three-year) asset plan including schedules, cost estimates, and potential funding sources for replacement, rehabilitation, and expansion of services. The plan will include at a minimum the following:

- Buses and nonrevenue vehicles
- Shelters
- Information systems
- Identification of lacking capital needs
- Cost-neutral improvements

The plan will include recommended roles for new technologies together with cost estimates for implementation. The plan will outline a systematic scheme for cost-effective maintenance,



replacement, or rehab of capital assets consistent with the Transit Asset Management Plan and California Air Resources Board Innovation Clean Transit zero-emission fleet purchase requirements:

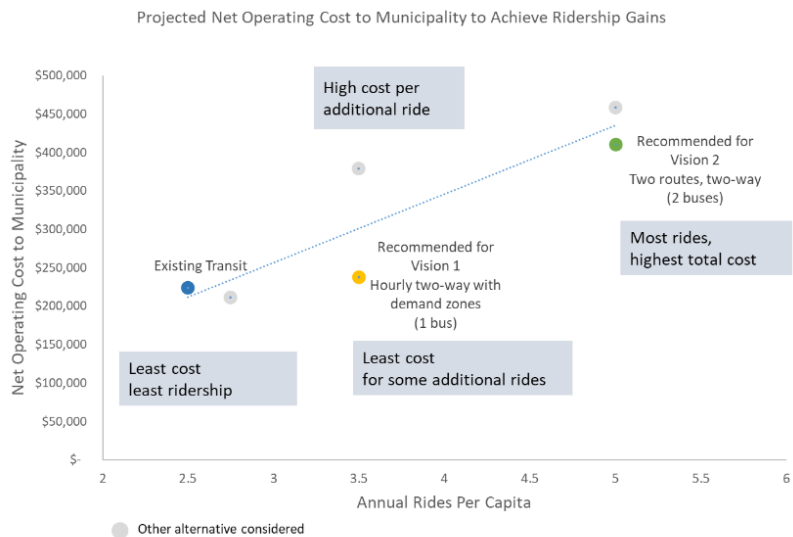
- Fleet composition and electrification
- Accessibility
- Technology, passenger amenities, and infrastructure upgrades to improve user experience and safety

## Task 16 Develop Fare and Financial Plan

We will prepare a financial plan that will project the operating costs and revenues annually for each proposed service change option. The plan will cover the first three years. DanTec will identify and recommend an annual sustainable funding plan for operations based on current, expected, and potential funding sources, including new revenue sources.

There will also be an examination of the impact of fare increases or decreases such as free fares. To examine the costs and impacts of fare change options, we will construct an elasticity model based on industry standard elasticity factors and the experience of other fare free transit systems. This will enable DanTec to estimate the ridership impacts of removing fares. Farebox recovery has declined from greater than 20 percent in 2017 to 3 percent in 2021. Many more systems are implementing a fare free system based on their experience during the pandemic. If alternative revenue sources are available, it could be a viable alternative for El Dorado Transit. If fares are maintained, new discounts, particularly for students and youth, might also incentivize ridership. The fare element of the financial plan will address recommended fare changes and strategies for the short and longer terms.

Deliverables: Interim Fare and Financial Plan



## Task 17 Client Review Meeting

A review meeting will be held to review the findings from Tasks 15 and 16, which form the core of the Short-Range Transit Plan Update. The meeting will also be used to confirm the details of the upcoming second round of public and stakeholder engagement.

Deliverables: Meeting record

## Task 18 Public and Stakeholder Engagement (Round 2)

Using the input from round one, the DanTec team will develop an outreach and engagement strategy and relay the research findings and proposed communications strategy. They will also include high-level recommendations on select technical components of the Short Range Transit Plan Update.



The consultant team will focus on information sharing with community-based organizations, stakeholder groups, partner agencies, and El Dorado Transit.

The consultant team will support the logistics and staffing involved with project outreach meetings and serve as the community meeting and listening session facilitators. The meetings will be another opportunity for the project team to meet the community to share what we found in round one, how we have incorporated it into concepts for the future, and hear their feedback. The

outreach activities will be determined according to community needs and may include online open houses or pop-up events if needed. As in Round 1 we will also provide key materials to support engagement and awareness through the existing social media channels with sample content and key messages.

We will prepare a summary of the input received and incorporate the input from the engagement in the refinement of the plan elements.

Deliverables: Memo on process and what we heard

## Task 19 Develop Monitoring Plan

We will develop a monitoring plan. It will encompass procedures for monitoring and evaluating services, including performance metrics, frequency of review, and timeframes to be applied to pilot and experimental service enhancements or policy changes.

Deliverables: Memo on monitoring plan

## **Task 20      Develop Marketing Plan, Branding, and Outreach**

In this task we will develop outreach, branding, and marketing plans. This work will include the following:

- Conduct internal agency and market research to make strategic branding recommendations.
- Prepare an overview of a potential plan to guide promotion for the new service and brand for launch for a period of one to three years.
- Identify stakeholders and communities of interest that should be kept informed of El Dorado Transit initiatives and programs.
- Develop a plan for outreach and community engagement programs to keep stakeholders and the public informed about El Dorado Transit initiatives and programs.

Deliverables: Memo on outreach plan and overview of marketing and branding opportunities

## **Task 21      Client Review Meeting**

A client review meeting will be held to discuss the work completed in tasks 18 to 20, and work in upcoming tasks.

Deliverables: Meeting record

## **Task 22      Refine Plans and Timelines**

We will develop recommendations for each element of the plans presented in Tasks 12–16 where options were developed. The recommendations and refinements will be based on the previously developed success criteria and the input from Round 2 public and stakeholder outreach.

We will develop a timeline for implementation of short-term (up to three years) improvements. In some cases, the implementation targets will be based on milestones or thresholds rather than specific calendar dates.

Deliverables: Timeline for implementation

## **Task 23      Prepare Draft of the Short-Range Transit Plan Update**

We will prepare a draft final report and Short-Range Transit Plan Update and circulate it for comment.

Deliverables: Draft Short-Range Transit Plan Update (PDF)

#### **Task 24      Hold a Client Review**

A client review meeting will be held to discuss the draft Short-Range Transit Plan Update.

Deliverables: Meeting record

#### **Task 25      Present Draft of the Short-Range Transit Plan Update to Board**

We will prepare and deliver a PowerPoint presentation on the Short-Range Transit Plan Update to the board of directors.

Deliverables: PowerPoint presentation on completed plan

#### **Task 26      Finalize Report**

We will finalize the Short-Range Transit Plan Update and address comments, changes, and suggestions made by the board and staff during the review process.

Deliverables: Three bound copies of the Short-Range Transit Plan Update and a PDF electronic version

#### **Task 27      Complete Branding and Marketing Initiatives**

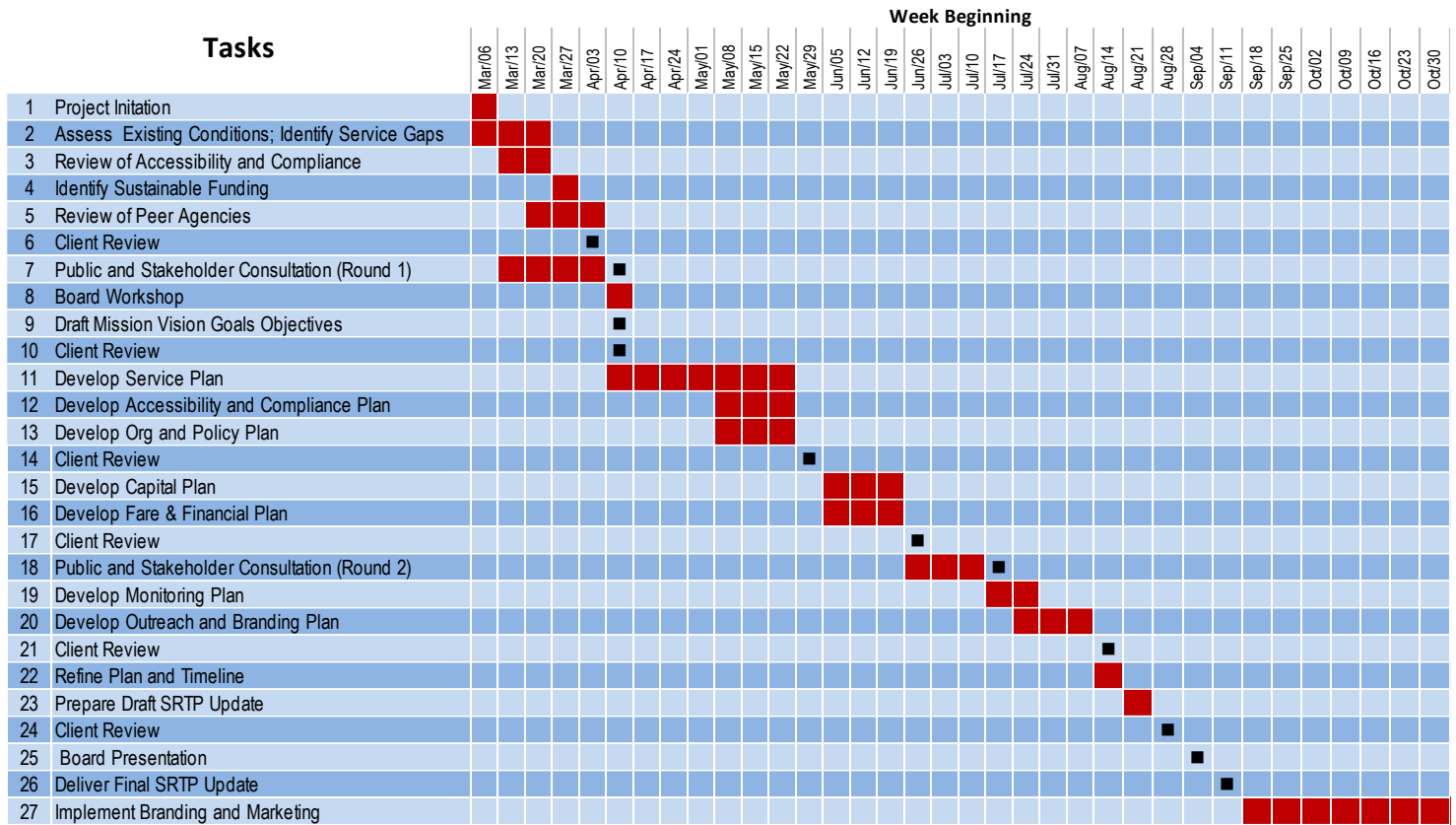
Following board acceptance of the service changes proposed in the Short-Range Transit Plan Update, work will begin on expanding the overview developed in Task 21 into a complete marketing and branding plan for the local service for the next three years.

Deliverables: Complete marketing and branding plan

### **Schedule**

The proposed schedule for the project is shown in Figure 3.

Figure 3. Schedule



## Budget

DanTec proposes to complete the project as described in this proposal for a firm fixed fee of \$125,000 (one hundred twenty five thousand, dollars). The detailed budget by task and consultant showing all travel and other disbursements is shown in Figure 4.

Figure 4. Proposed Budget

Project Tasks		Consultants					Hours	Disbursements	Total \$
		DanTec			Lucy & Co	Happy Transit			
		Dan Levy	Brian Mills	Jess Segovia	Lucy Crocker	Elea Carey			
Task	Hourly Rate	\$145	\$140	\$140	\$200	\$80	By task	Travel & Expenses	Total \$
1	Project Initiation	2	2		1		5		\$770
2	Document Existing Conditions	20	36				56	\$1,953	\$9,893
3	Review of Accessibility and Compliance	4		16			20	\$568	\$3,388
4	Identify Sustainable Funding	10					10		\$1,450
5	Review of Peer Agencies	24	4				28		\$4,040
6	Client Review	2	2	2	2		8		\$1,250
7	Public and Stakeholder Consultation (Round 1)	20	24		55		99	\$1,510	\$18,770
8	Board Workshop	8	8				16		\$2,280
9	Draft Mission Vision Goals Objectives	4	8				12		\$1,700
10	Client Review	2	2				4		\$570
11	Develop Service Plan	16	56				72		\$10,160
12	Develop Accessibility and Compliance Plan	4		16			20		\$2,820
13	Develop Org and Policy Plan	16	4				20		\$2,880
14	Client Review	2	2	2			6		\$850
15	Develop Capital Plan	8					8		\$1,160
16	Develop Fare & Financial Plan	24	4				28	\$1,510	\$5,550
17	Client Review	2	2		2	2	8		\$1,130
18	Public and Stakeholder Consultation (Round 2)	20	24		44		88		\$15,060
19	Develop Monitoring Plan	4	8				12		\$1,700
20	Develop Outreach Marketing and Branding Plan	4			44	50	98		\$13,380
21	Client Review	4	2		2	2	10		\$1,420
22	Refine Plan and Timeline	8	16			4	28		\$3,720
23	Prepare Draft SRTP Update	16	8			10	34		\$4,240
24	Client Review	2	2			2	6		\$730
25	Board Presentation	5					5	\$484	\$1,209
26	Deliver Final SRTP Update	4	2			2	8		\$1,020
27	Implement Branding and Marketing	4				166	170		
	Total Hours	239	216	36	150	238	879		
	Total Cost	\$ 34,655	\$ 30,240	\$ 5,040	\$ 30,000	\$ 19,040		\$6,025	\$125,000



# **EL DORADO TRANSIT**

## **EL DORADO COUNTY TRANSIT AUTHORITY**

### **PROFESSIONAL SERVICES AGREEMENT**

**with**

**DANTEC ASSOCIATES**

**for**

### **SHORT-RANGE TRANSIT PLAN UPDATE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of March 2023, by and between the El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and DanTec Associates "CONSULTANT".

#### **WITNESSETH**

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

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 DanTec Associates Proposal 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 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 \$125,000 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 December 2023.

#### 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 herefrom.

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. 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: Matthew Mauk, Executive Director  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

b. To CONSULTANT: Dan Levy, Principal  
DanTec Associates  
700 West E Street, Suite 1001  
San Diego, CA 92101

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.

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

EL DORADO TRANSIT:

CONSULTANT:

By \_\_\_\_\_  
Matthew Mauk, Executive Director

By \_\_\_\_\_  
Dan Levy, Principal

APPROVED AS TO FORM:

By \_\_\_\_\_  
Mike Tucker  
Attorney for El Dorado County Transit Authority

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**6565 COMMERCE WAY**  
**DIAMOND SPRINGS, CA 95619-9454**  
**(530) 642-5383**

**PURCHASE ORDER NO. 28205**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, PACKAGES, AND BILLS OF LADING.

**DATE: 02/21/23**

ACCOUNT: 5030

CLASS: 125

TO: DANTEC ASSOCIATES  
700 WEST E STREET  
SUITE 1001  
SAN DIEGO, CA 92101

SHIP & INVOICE TO:

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**6565 COMMERCE WAY**  
**DIAMOND SPRINGS, CA 95619-9454**

Contact: Daniel Levy

Vendor Phone No: (760) 213-0961

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		SERVICES TO BE PROVIDED AS OUTLINED IN THE FEBRUARY 21, 2023 PROPOSAL FOR EL DORADO TRANSIT SHORT RANGE TRANSIT UPDATE.		\$125,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$125,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	<b>\$125,000.00</b>
<b>PURCHASING AGENT</b>				

**PLEASE NOTE CONDITIONS ON REVERSE SIDE**

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

Circle Distributing: Vendor - Accounting - Requestor - Purchasing