

**EL DORADO COUNTY TRANSIT AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA**

Thursday, September 4, 2025; 1:00 PM
Regular Meeting

Chairperson: David Yarbrough, City of Placerville Councilmember
Vice Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III
Jackie Neau, City of Placerville Councilmember
Lori Parlin, County of El Dorado Supervisor, District IV
George Turnboo, County of El Dorado Supervisor, District II

- John Clerici, Alternate for City Councilmembers
- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Placerville, CA 95667	By Computer: https://edcgov-us.zoom.us/j/86134567267 By Phone: 669-219-2599 Meeting ID: 861 3456 7267

Members of the public may call in during the meeting and are encouraged to submit public comment via email to mwilcher@eldoradotransit.com up until 2 hours before the start of the meeting. Written comments will be entered into the meeting's minutes and the Board will consider all comments at the appropriate time. Members of the public may address any item on the agenda prior to board action, comments will be limited to no more than three (3) minutes.

If you are joining the meeting via computer and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The board secretary will call you by the last three digits of your phone number when it is your turn to comment.

By participating in this meeting, you acknowledge that you are being recorded.

PLEASE NOTE: If all board members are present in person, public participation by Zoom is for convenience only and is not required by law. If the Zoom feed is lost for any reason, the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the Chairperson.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda with one single vote. A Board member may request an item to be removed from the Consent Calendar for discussion and possible action, and the item will be moved from Consent and heard as a separate item. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

OPEN FORUM

At this time, any person may comment on any item that is not on the agenda. Please state your name for the record. Action will not be taken on any item that is not on the agenda. Please limit your comments to no more than three (3) minutes. Please give any written material presented at the meeting to the clerk for public record.

1.	<u>CONSENT CALENDAR</u>	<u>PAGE</u>
	A. Approve Conformed Minutes of Regular Meeting August 7, 2025 (<i>Wilcher</i>)	4
	B. Receive and file July 2025 Check Registers (<i>Hewett</i>)	8
	C. Receive and file July 2025 Ridership Reports (<i>Bergren</i>)	14
	D. Adopt Resolution No. 25-23 defining the El Dorado County Transit Authority's health insurance premium contribution rates provided to unrepresented regular and management employees beginning January 1, 2026 (<i>Guidry</i>)	17
2.	<u>ACTION ITEMS</u>	
	A. 1. Award contract for Bus Parking Lot Rehabilitation (CIP #23-02) & Zero Emissions Infrastructure (CIP #22-03) to the lowest responsible bidder, consistent with the bid documents upon legal review and approval (<i>Hewett</i>)	22
	2. Approve Resolution No. 25-24 providing PG&E an easement to install necessary electrical service for EV Chargers	
	3. Approve Purchase Order No. 31176 to Consolidated Engineering Inc., in the amount of \$2,308,025.00	
	4. Authorize the Executive Director to execute contract (including change orders but not to exceed CIP's budgets), and execute all related documents	

3.	<u>INFORMATIONAL ITEMS</u>	<u>PAGE</u>
	A. Final Closing Budget for Capital Improvement Plan Project 22-05 Scheduling and Dispatching Software Replacement (<i>Hewett</i>)	47
	B. Updated Draft Purchasing Policies and Procedures Manual (<i>Hewett</i>)	49

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

Closed Personnel Session Pursuant to Government Code Section 54954.5 –
PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Executive Director

Closed Personnel Session Pursuant to Government Code Section 54954.5 –
PUBLIC EMPLOYMENT Title: Finance Manager

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, October 2, 2025 1:00 P.M.

TEMPORARY MEETING ROOM FOR OCTOBER 2025

County of El Dorado
Conference Room D
330 Fair Lane, Bldg A, Placerville, CA 95667

The El Dorado County Board of Supervisors Meeting Room is accessible for persons with disabilities. In compliance with the Americans with Disabilities Act, if you require modification or accommodation to participate in this meeting, please contact El Dorado County Transit Authority by telephone at (530) 642-5383 or by fax at (530) 622-2877. Requests must be made as early as possible and at least one full business day before the start of the meeting



**EL DORADO COUNTY TRANSIT AUTHORITY
BOARD OF DIRECTORS MEETING
CONFORMED MINUTES**

Thursday, August 7, 2025; 1:00 PM
Regular Meeting

Chairperson: David Yarbrough, City of Placerville Councilmember
Vice Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III
Jackie Neau, City of Placerville Councilmember
Lori Parlin, County of El Dorado Supervisor, District IV
George Turnboo, County of El Dorado Supervisor, District II

- John Clerici, Alternate for City Councilmembers
- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Placerville, CA 95667	By Computer: https://edcgov-us.zoom.us/j/86134567267 By Phone: 669-219-2599 Meeting ID: 861 3456 7267

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CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Yarbrough called the meeting to order at 1:00 PM and the pledge of allegiance was recited.

ROLL CALL

Directors Present: Jackie Neau, Lori Parlin, George Turnboo, Brian Veerkamp, David Yarbrough

Vice-Chair Brian Veerkamp arrived at 1:20 PM.

A quorum was present.

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda with one single vote. A Board member may request an item to be removed from the Consent Calendar for discussion and possible action, and the item will be moved from Consent and heard as a separate item. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

M/S: Turnboo/Neau
Ayes: Neau, Parlin, Turnboo, Yarbrough
Absent: Veerkamp

OPEN FORUM

None

1. CONSENT CALENDAR

- A. Approve Conformed Minutes of Regular Meeting June 6, 2025 (*Wilcher*)
Approve Conformed Minutes of Special Meeting July 10, 2025
- B. Receive and file May and June 2025 Check Registers (*Hewett*)
- C. Receive and file May and June 2025 Ridership Reports (*Bergren*)
- D. Quarterly Investment and Annual Interest Reports for Operating Funds (*Hewett*)
- E. Adopt Resolution No. 25-21 adopting the Salary Schedule for Fiscal Year 2025/26 with the correct salary band for the Administrative Coordinator job classification (*Harris*)
- F. 1. Approve two temporary personnel allocations for the Human Resources Manager job classification (*James*)

2. Adopt Resolution No. 25-22 for Fiscal Year 2025/26 revising the Personnel Allocation Table

3. Approve the Organizational Chart for Fiscal Year 2025/26

2. **ACTION ITEMS**

- A. Increase Budget for Capital Improvement Plan Project 24-02 for Security Surveillance & Lighting (*Hewett*)

Action: Item approved unanimously as requested by staff.

M/S: Neau/Turnboo

Ayes: Neau, Parlin, Turnboo, Yarbrough

Absent: Veerkamp

- B. Adopt Capital Improvement Plan Project 26-03 for Cradlepoint Mobile Router replacements (*Hewett*)

Action: Item approved unanimously as requested by staff.

M/S: Turnboo/Neau

Ayes: Neau, Parlin, Turnboo, Yarbrough

Absent: Veerkamp

3. **INFORMATIONAL ITEMS**

- A. Receive Final Closing Budget for Capital Improvement Plan Project 22-05 Scheduling and Dispatching Software Replacement (*Hewett*)

Information item. No vote taken.

This item will be brought back on the September 4th, 2025 Agenda for clarification

- B. 2025 Fair Shuttle Ridership (*Bergren*)

Information item. No vote taken.

- C. Newsletter July 2025 – September 2025 (*Bergren*)

Information item. No vote taken.

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

The board recessed to closed session at 1:34 PM

Closed Personnel Session Pursuant to Government Code Section 54954.5 –
PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Executive Director

Closed Personnel Session Pursuant to Government Code Section 54954.5 –
PUBLIC EMPLOYMENT Title: Human Resources Manager

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

Reconvened to open session at 2:00 PM. No report out.

ADJOURNMENT

Chair Yarbrough adjourned the meeting at 1:40 PM. The next regularly scheduled meeting is Thursday, September 4, 2025.

Respectfully Submitted,

**Megan Wilcher
Secretary to the Board**

* Verbal Report

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: September 4 , 2025
TO: El Dorado County Transit Authority
FROM: Kate Hewett, Finance Manager
SUBJECT: July 2025 Check Register

REQUESTED ACTION:

BY MOTION,

Receive and file July 2025 Check Register

BACKGROUND

The attached check register includes routine transactions for the month of July 2025. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Fourteen (14) items merit further detail:

EFT TRANS; 07/07/2025 – Public Employee’s Retirement System.....\$26,008.00
This transfer pays the obligation for the July 2025 Contribution towards the Annual Unfunded Liability for Classic Employees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

EFT TRANS; 07/07/2025 – Public Employee’s Retirement System.....\$1,945.00
This transfer pays the obligation for the July 2025 Contribution towards the Annual Unfunded Liability for PEPRAs Employees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

Check # 41283 – Alliant Insurance Services, Inc.....\$13,019.54
This check pays the obligation for the Special Property Insurance Program (\$10,160.64) and Crime Insurance (\$2,859.00) for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

Check # 41292 – CalTIP – California Transit Indemnity Pool.....\$547,584.00
This check pays the obligation for the Annual Public Liability, Physical Damage, and Employer Practices Liability Insurance (EPLI) coverage for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

Check # 41299 – El Dorado County Department of Transportation.....\$1.00
This check pays the obligation for the Annual Lease Payment for the Park & Ride lot located on Post Street in El Dorado Hills using Local Transportation Funds (LTF).

Check # 41308 – Feild and Associates.....\$24,605.00
This check pays the obligation for Project Planning:
- \$1,591.25 General Admin for Capital Project Management using Local Transportation Funds (LTF).
- \$13,110.00 for Capital Project Management at the Bass Lake Road Park & Ride using Local Transportation Funds (LTF); CIP # 22-04.
- \$7,885.00 for Capital Project Management on the Bus Parking Lot Project using Local Transportation Funds (LTF); CIP # 23-02.
- \$2,018.75 for Capital Project Management on the Security Camera Upgrade Project using Local Transportation Funds (LTF); CIP # 24-02.

Check # 41333 – Security By Design.....\$14,610.90
This check pays the obligation for the Security Camera Project Upgrade Consulting using Local Transportation Funds (LTF); CIP # 24-02.

Check # 41344 – Special District Risk Management Authority.....\$173,457.89
This check pays the obligation for fiscal year (FY) 2025/26 Workers’ Compensation Annual Premium using Local Transportation Funds (LTF).

Check # 41271– Trapeze Software Group Inc.....\$4,164.00
This check pays the obligation for the fiscal year (FY) 2025/26 Annual Notifications using Local Transportation Funds (LTF).

Check # 41408 – Always Connect Solutions.....\$19,603.16
This check pays the obligation for the Cradlepoint Replacement Equipment using Local Transportation Funds (LTF); CIP # 26-03.

Check # 41411 – City of Placerville.....\$163,350.80
This check pays the obligation for the final payment due for mitigation regarding the Western Placerville Interchange Project (CIP # 12-06: Previously Closed) using Local Transportation Funds (LTF).

Check # 41413 – Dokken Engineering.....\$3,355.00
This check pays the obligation for Consulting Work, performed in June 2025, to Improve the Bus Parking Lot using the SB1 State of Good Repair Funds Grant (SGR) FY’s 22/23, 23/24, 24/25, 25/26; CIP # 23-02.

Check # 41427 – Regional Government Services.....\$942.00
This check pays the obligation for the services related to updating the DBE and Procurement Manual using Local Transportation Funds (LTF).

Check # 41428 – Routematch Software LLC.....\$14,240.59
This check pays for the obligation for the Annual Hosting Fees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2025

Date	Num	Name	Memo	Amount
07/07/2025	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JUNE 14 - JUNE 27, 2025 PAY DATE JULY 3, 2025	\$4,267.21
07/07/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #14 CLASSIC	\$6,067.86
07/07/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #14 PEPRA	\$15,959.55
07/07/2025	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	JULY 2025 - HEALTH BENEFIT PREMIUMS	\$56,174.97
07/07/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNFUNDED ACCRUED LIABILITY - CLASSIC (JULY 2025 ONLY)	\$26,008.00
07/07/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNFUNDED ACCRUED LIABILITY - PEPRA (JULY 2025 ONLY)	\$1,945.00
07/09/2025	EFT TRANS	OPERATING ENGINEERS PUBLIC & MISC	AUGUST 2025 - MEDICAL PREMIUMS	\$46,979.00
07/09/2025	41279	4IMPRINT INC	EL DORADO TRANSIT SUNGLASSES	\$1,142.28
07/09/2025	41280	AC TOWING AND TRANSPORT LLC	TOW- BREAKDOWN #1801	\$1,531.25
07/09/2025	41281	ACCESS SYSTEMS INC	RESOLVE MAINTENANCE BUILDING CONTROLLER OFFLINE	\$280.00
07/09/2025	41282	ADM SCREENING	DOT MED. EXAMS, DOT RAND/PRE-EMP. DRUG & ALCOHOL SCREENS	\$725.00
07/09/2025	41283	ALLIANT INSURANCE SERVICES, INC	SPECIAL PROPERTY INSURANCE PROGRAM , CRIME, & CYBER INSURANCE	\$13,019.54
07/09/2025	41284	ARNOLDS FOR AWARDS INC	5/10 YEAR SAFE DRIVING AWARDS & EOM ENGRAVING	\$115.24
07/09/2025	41285	AT&T	JUNE 2025 - CENTRAL BILLING	\$91.63
07/09/2025	41286	AT&T MOBILITY	JUNE 2025 - WIRELESS SERVICE FOR SURVEILLANCE CAMERAS AT P&R'S	\$188.32
07/09/2025	41287	AUTOZONE INC	BRAKE ROTORS, BRAKE PADS, HALOGEN BULBS, WINDSHIELD WASHER FLUID, OIL DRAIN PLUG, FILTERS	\$656.98
07/09/2025	41288	C & H MOTOR PARTS	HOSE, CONNECTOR AND HOSE CRIMP	\$58.74
07/09/2025	41289	CAL.NET	JULY 2025 - CCTV CAMERA SERVICE	\$176.92
07/09/2025	41290	CALIFORNIA DEPT OF TAX & FEE ADMIN	2ND QUARTER 2025 - DIESEL FUEL EXEMPT BUS TAX	\$360.00
07/09/2025	41291	CALIFORNIA STEAM INC	WATERMAZE SERVICE AND PUMP REPLACEMENT	\$2,888.15
07/09/2025	41292	CalTIP - CAL TRANSIT INDEMNITY POOL	FY25/26 LIABILITY, PHYSICAL DAMAGE, ERMA/ELPI PROGRAM INSURANCE	\$547,584.00
07/09/2025	41293	CANTER BUYER PARENT LP	LT225/75R16 115R WORKHORSE & 12R22.5H 150L ENDURANCE	\$4,568.13
07/09/2025	41294	CAPITOL CLUTCH & BRAKE INC	BEARING RACE, WHEEL BEARING, BEARING SET, GASKETS, ABS MOD., WHEEL SEAL, VALVES, REPAIR KITS	\$2,241.90
07/09/2025	41295	CRUSADER FENCE CO INC	TROUBLESHOOT AND REPAIR AUTOMATED GATE	\$624.00
07/09/2025	41296	D&K AUTO GLASS	WINDSHIELD REPAIR #1801	\$45.00
07/09/2025	41297	DAWSON OIL	JUNE 2025 - FUEL PURCHASES	\$54,806.13
07/09/2025	41298	DELUXE	CHECKS AND DEPOSIT TICKET BOOKS	\$2,023.97
07/09/2025	41299	EDC DEPARTMENT OF TRANSPORTATION	ANNUAL LEASE - MMTF	\$1.00
07/09/2025	41300	EDC HHSA-PUBLIC HEALTH DIVISION	TB EVALUATION (QTY: 1)	\$36.00
07/09/2025	41301	EDWARDS, STEVENS & TUCKER LLP	GENERAL LEGAL SERVICE	\$6,847.00
07/09/2025	41302	EL DORADO DISPOSAL SERVICE	JUNE 2025 - DISPOSAL SERVICE (QTY: 2)	\$568.35
07/09/2025	41303	EL DORADO IRRIGATION DISTRICT	MAY & JUNE 2025 - WATER SERVICE FORNI P&R	\$107.43
07/09/2025	41304	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT	\$75.00
07/09/2025	41305	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT	\$31.73
07/09/2025	41306	EMP. MISC. REIMBURSEMENT	MILEAGE REIMBURSEMENT	\$47.74
07/09/2025	41307	FASTENAL	THREAD SEALENT, TOWELETES, GLASS WIPES - SHOP	\$257.99
07/09/2025	41308	FEILD AND ASSOCIATES	BASS LAKE RD P&R, BUS PARKING LOT, SECURITY CAMERA UPGRADE, & GENERAL ADMIN	\$24,605.00
07/09/2025	41309	FLEMING DISTRIBUTING CO.	MOA (QTY:4), 44K (QTY: 4), ATC (QTY: 3), LSII (QTY:4), FUEL SYSTEM RESTORE (QTY: 3)	\$451.15
07/09/2025	41310	GILLIG LLC	GILLIG PARTS FOR MULTIPLE BUS REPAIRS	\$4,864.87
07/09/2025	41311	GRAINGER	DISENFECTANT (QTY: 4), DIE CAST LETTER LABELS, TAPE, MARKERS, DEGREASER, GLUE STICK CONTAINER	\$488.38
07/09/2025	41312	GWP HOLDINGS LLC	GASKETS, O-RINGS, FILTERS, INJECTOR, RETAINER, ELEMENT PUMP, FUEL PUMPS, & CRANKCASE ELEMENT	\$8,770.28
07/09/2025	41313	HUNT & SONS INC	JUNE 16 - 30, 2025 - FUEL PURCHASES	\$2,124.65
07/09/2025	41314	J.C. NELSON SUPPLY CO	HAND SHOP & AIR FRESHENERS FOR ADMIN & SHOP	\$232.05
07/09/2025	41315	KIMBALL MIDWEST	2"x60' HI VIS TAPE & MINT SCREEN (QTY: 20) -SHOP	\$191.19
07/09/2025	41316	LANGUAGE LINE SERVICES INC	JUNE 2025 - OVER THE PHONE INTERPRETATION	\$5.00
07/09/2025	41317	MAG LANDSCAPING INC	JUNE 2025 - LANDSCAPING MAINTENANCE	\$1,390.00
07/09/2025	41318	MARIGOLD CLEAN SACRAMENTO	JULY 2025 - JANITORIAL SERVICE	\$1,249.00
07/09/2025	41319	MARLIN LEASING CORPORATION	XEROX MACHINE LEASE PAYMENT	\$509.44
07/09/2025	41320	MISSION UNIFORM SERVICE	MATS, TOWELS, & UNIFORM SERVICES	\$953.68
07/09/2025	41321	MOTIVE ENERGY LLC	1300CCA 300RC (3) #1801	\$661.36
07/09/2025	41322	MOUNTAIN DEMOCRAT INC	PUBLIC NOTICE: BUS PARKING LOT IMPRVT PUBLISH DATES: 6/18, 6/20, 6/2 &/ ADVT IN 2025 EDC FAIR GUIDE	\$1,392.95
07/09/2025	41323	NAPA AUTO PARTS	HALOGEN BULBS AND SWITCH #1007	\$36.89
07/09/2025	41324	NS CORPORATION	VOIDED CHECK	\$0.00
07/09/2025	41325	O'REILLY AUTO PARTS	LIGHTS, ANTI-FREEZE, FILTERS, DISC PAD SETS, WINDOW REGULATOR ASM., & STRUTS	\$2,298.86
07/09/2025	41326	OPERATING ENGINEERS LOCAL UNION #3	JULY 2025 - UNION DUES	\$1,071.00
07/09/2025	41327	PACIFIC GAS & ELECTRIC	JUNE 2025 - ELECTRIC SERVICE (QTY: 8)	\$4,559.37
07/09/2025	41328	PLATT ELECTRIC SUPPLY INC	BULBS FOR ADMIN BUILDING	\$110.60
07/09/2025	41329	QUILL LLC	VOIDED CHECK	\$0.00
07/09/2025	41330	RON DUPRATT FORD	GASKETS	\$53.93
07/09/2025	41331	RTS IT INC	JULY 2025 - EMAIL ENCRYPTION AND IT CARE GOLD SERVICE PLAN AND EMAIL ENCRYPTION	\$6,694.75
07/09/2025	41332	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK UP AND RECYCLE	\$212.00
07/09/2025	41333	SECURITY BY DESIGN INC	AUGUST 2024 TO MAY 2025 - CONSULTATION ON SECURITY CAMERA PROJECT	\$14,610.90
07/09/2025	41334	SOUTHERN TIRE MART LLC	315/80R22.5/20 (QTY: 6) - STOCK	\$3,228.00
07/09/2025	41335	SUN LIFE FINANCIAL	JULY 2025 - SUPPLEMENTAL LIFE BENEFIT	\$86.65
07/09/2025	41336	THE AFTERMARKET PARTS CO LLC	MISC. BUS PARTS FOR REPAIRS	\$3,588.67
07/09/2025	41337	TRILLIUM SOLUTIONS INC	FY 25/26 - GTFS MAINT., PASSEGER MAPS, PASSENGER TIMETABLES, WEBSITE HOSTING & SUPPORT	\$10,519.32
07/09/2025	41338	TRUE VALUE HARDWARE	PRO DRAIN OPENER, NUTS, & BOLTS	\$54.49
07/09/2025	41339	TURBO IMAGES INC	PRODUCTION ONLY OF REPAIR PARTS. REAR MOUNTAIN GRAPHICS ON MCI & GILLIG	\$568.00
07/09/2025	41340	UMPQUA BANK COMMERCIAL CARD OPS	RECONCILED VISA CHARGES	\$10,108.98

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2025

07/09/2025	41341	VERIZON WIRELESS	JUNE 2025 - CELLULAR SERVICE	\$2,075.40
07/09/2025	41342	VISUAL EDGE IT, INC.	CONTRACT BASE RATE: 6/22/25-7/21/25 OVERAGE: 5/22/25-6/21/25	\$403.89
07/09/2025	41343	WASTE CONNECTIONS OF CA INC	CLEAN YARD WASTE, CLEAN WOOD, & FREE GREEN WASTE	\$150.51
07/09/2025	41344	SPECIAL DISTRICT RISK MANAGEMENT AUTH	WORKERS' COMPENSATION PREMIUM FOR FY 25/26	\$173,457.89
07/09/2025	41345	TRAPEZE SOFTWARE GROUP INC	FY 25/26 - NOTIFICATIONS	\$4,164.00
07/09/2025	41346	QUILL LLC	MISC. OFFICE SUPPLIES	\$540.44
07/18/2025	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JUNE 28 - JULY 11, 2025; PAY DATE JULY 18, 2025	\$4,277.09
07/18/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #15 PEPRA	\$16,536.66
07/18/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #15 CLASSIC	\$5,700.22
07/24/2025	41347	.ALLEN, CYNTHIA A	MY RIDE - JUNE 2025	\$46.48
07/24/2025	41348	.BEAUDION, LORENA LYNN	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41349	.CAMP, BETTY J	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41350	.CHRONISTER, RODNEY E	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41351	.COOK, VAUGHAN	MY RIDE - MAY 2025	\$245.00
07/24/2025	41352	.COOK, VERONICA	MY RIDE - MAY 2025	\$245.00
07/24/2025	41353	.COOPER, DEBBIE	MY RIDE - JUNE 2025	\$63.00
07/24/2025	41354	.CROZIER, EILEEN JEAN	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41355	.DA COSTA, MONICA	MY RIDE - JUNE 2025	\$219.80
07/24/2025	41356	.DUPONT, MARTHA D	MY RIDE - JUNE 2025	\$44.80
07/24/2025	41357	.FERREL, LAUREL KAY	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41358	.FICKLIN, LINDA R	MY RIDE - JUNE 2025	\$91.56
07/24/2025	41359	.FRAZIER, WILLIAM B	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41360	.GOODSPEED, DIANE C	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41361	.GRIFFIN, INDIA	MY RIDE - SEPTEMBER 2024 & JUNE 2025	\$44.55
07/24/2025	41362	.GROY, DAVID	MY RIDE - JUNE 2025	\$212.24
07/24/2025	41363	.GULARTE, LARA L	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41364	.HEDGE, SAMANTHA	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41365	.HENDRIX, SUSAN L.	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41366	.HINDMARSH, LISA	MY RIDE - JUNE 2025	\$34.37
07/24/2025	41367	.HUTTON, ELIZABETH	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41368	.KAMENA, DENISE C	MY RIDE - JUNE 2025	\$306.11
07/24/2025	41369	.KINZEL, CATHERINE	MY RIDE - JUNE 2025	\$128.80
07/24/2025	41370	.LAFRANCIS II, GARY	MY RIDE - JUNE 2025	\$135.94
07/24/2025	41371	.LAMB, VIVIAN J	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41372	.LAWSON, CATHERINE A	MY RIDE - JUNE 2025	\$119.70
07/24/2025	41373	.LAWSON, GLENN V	MY RIDE - JUNE 2025	\$94.50
07/24/2025	41374	.LEONARD, DONALD CHRISTOPHER	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41375	.LUO, LONGBAO	MY RIDE - JUNE 2025	\$72.03
07/24/2025	41376	.LUSK, DEBRA SUE	MY RIDE - MAY & JUNE 2025	\$115.29
07/24/2025	41377	.MARTIN, LINA	MY RIDE - JUNE 2025	\$244.30
07/24/2025	41378	.MATZINGER, LINDA IOLEEN	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41379	.NUNEZ, FERNANDO	MY RIDE - JUNE 2024 & JUNE 2025	\$479.50
07/24/2025	41380	.PENUMECHCHU, SRINIVAS	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41381	.POLANSKI, MARIOLA	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41382	.RAI, PRAVIND	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41383	.ROGERS, TIMOTHY ALTON	MY RIDE - JUNE 2025	\$91.77
07/24/2025	41384	.SCOTT, BRENDA	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41385	.SHANNON, SIOBHAN	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41386	.SHAWHAN, CHARLES	MY RIDE - JUNE 2025	\$112.00
07/24/2025	41387	.SMITH, JEFFREY R	MY RIDE - JUNE 2025	\$35.00
07/24/2025	41388	.SMITH, LAURA	MY RIDE - JUNE 2025	\$154.00
07/24/2025	41389	.SMITH, WENDELL	MY RIDE - JUNE 2025	\$478.80
07/24/2025	41390	.SORACCO, MEGAN	MY RIDE - JUNE 2025	\$92.40
07/24/2025	41391	.STOCKEL, GARY	MY RIDE - MAY & JUNE 2025	\$301.28
07/24/2025	41392	.STOCKEL, JAMES	MY RIDE - MAY & JUNE 2025	\$73.43
07/24/2025	41393	.TODD, JANET C	MY RIDE - JUNE 2025	\$580.65
07/24/2025	41394	.VALENCIA, ROCHELLE	MY RIDE - JUNE 2024 & JUNE 2025	\$153.36
07/24/2025	41395	.VAN CLEAVE, MICHA	MY RIDE - JUNE 2025	\$358.40
07/24/2025	41396	.WAGNER, DEBRA IRENE	MY RIDE - JUNE 2025	\$14.00
07/24/2025	41397	.WAHLGREN, ANNETTE	MY RIDE - OCTOBER 2024	\$166.83
07/24/2025	41398	.WANG, YING	MY RIDE - JUNE 2025	\$61.04
07/24/2025	41399	.WARMAN, SHIELA	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41400	.WELLS, BELINDA	MY RIDE - JUNE 2025	\$291.55
07/24/2025	41401	.WOJAN, CYNTHIA J	MY RIDE - JUNE 2025	\$165.27
07/24/2025	41402	.WOJAN, RONALD	MY RIDE - JUNE 2025	\$50.89
07/24/2025	41403	.WOODS, ELIZABETH	MY RIDE - SEPTEMBER 2024 & JUNE 2025	\$479.50
07/24/2025	41404	.WORTHEN, DALE	MY RIDE - JUNE 2025	\$245.00
07/24/2025	41405	49ER LIVE SCAN	LIVE SCAN FINGERPRINTING (QTY: 2)	\$50.00
07/24/2025	41406	ACC BUSINESS	JULY 2025 - FIBER INTERNET	\$80.00
07/24/2025	41407	AFLAC	JULY 2025 - INSURANCE PREMIUMS	\$399.60

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2025

07/24/2025	41408	ALWAYS CONNECT SOLUTIONS	CRADLEPOINT REPLACEMENT AND NET CLOUD ESSENTIALS 1 YEAR (QTY: 26)	\$19,603.16
07/24/2025	41409	APPLIED VIDEO SOLUTIONS, INC.	VOIDED CHECK	\$0.00
07/24/2025	41410	CAL.NET	AUGUST 2025 - CCTV CAMERA SERVICE	\$176.92
07/24/2025	41411	CITY OF PLACERVILLE	WESTERN PLACERVILLE INTERCHANGE - FINAL CHARGES	\$163,350.80
07/24/2025	41412	DIAMOND SPRINGS PRINTING & GRAPHICS	BUSINESS CARDS (QTY: 500)	\$53.57
07/24/2025	41413	DOKKEN ENGINEERING	JUNE 2025 - BUS PARKING LOT IMPROVEMENT PROJECT	\$3,355.00
07/24/2025	41414	EL DORADO HILLS CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	\$225.00
07/24/2025	41415	EL DORADO IRRIGATION DISTRICT	JULY 2025 - WATER SERVICE (QTY: 2)	\$2,010.32
07/24/2025	41416	EMP. MISC. REIMBURSEMENT	CONNECT CARD REFUND	\$126.25
07/24/2025	41417	EMP. MISC. REIMBURSEMENT	MILEAGE REIMBURSEMENTS	\$87.50
07/24/2025	41418	EMP. MISC. REIMBURSEMENT	MILEAGE REIMBURSEMENTS	\$34.86
07/24/2025	41419	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT	\$72.34
07/24/2025	41420	EMP. MISC. REIMBURSEMENT	DMV PERMIT	\$98.00
07/24/2025	41421	GLOBAL DATA VAULT LLC	JUNE 2025 - MONTHLY RECOVERY BACK UP SERVICE	\$247.80
07/24/2025	41422	HUNT & SONS INC	JULY 2025 - FUEL PURCHASES	\$364.14
07/24/2025	41423	MARLIN LEASING CORPORATION	JULY 2025 - XEROX MACHINE LEASE PAYMENT	\$509.44
07/24/2025	41424	NS CORPORATION	ENTRANCE RAIL AND CONNECTING CLEAT - BUS WASH ACCIDENT	\$966.44
07/24/2025	41425	PROTELESIS	JULY 2025 - PHONE SYSTEM ELEVATE SUBSCRIPTION	\$681.21
07/24/2025	41426	QUILL LLC	MISC. OFFICE SUPPLIES	\$329.81
07/24/2025	41427	REGIONAL GOVERNMENT SERVICES	DBE & PROCUREMENT MANUAL SERVICES	\$942.00
07/24/2025	41428	ROUTEMATCH SOFTWARE LLC	ROUTSHOUT, HOSTING FEES, FIXED ROUTE AVA, FIXED ROUTE AND INTERACTIVE VOICE RESPONSE	\$14,240.59
07/24/2025	41429	SMALL BUSINESS BENEFIT PLAN TRUST	AUGUST 2025 - DENTAL & VISION PREMIUMS	\$3,950.80
07/24/2025	41430	SPECIAL DISTRICT RISK MANAGEMENT AUTH	JULY 2025 - EMPLOYEE ASSISTANCE PROGRAM BENEFITS	\$199.20
07/24/2025	41431	SUN LIFE FINANCIAL	AUGUST 2025 - SUPPLEMENTAL LIFE BENEFIT	\$228.72
07/24/2025	41432	SUN LIFE FINANCIAL	JULY 2025 - GROUP LIFE & LTD BENEFITS	\$2,486.69
07/24/2025	41433	VISUAL EDGE IT, INC.	CONTRACT BASE RATE: 6722/25-8/21/25 OVERAGE: 6/22/25-7/21/25	\$419.55
07/24/2025	41434	WILKINSON PORTABLES INC	JUNE 13 TO JULY 10, 2025 - PORTABLE TOILET AND WASH STATION RENTAL SERVICE FOR CAMBRIDGE P&R	\$170.00
				\$1,338,706.37

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: September 4, 2025
TO: El Dorado County Transit Authority
FROM: Erik Bergren, Planning and Marketing Manager
SUBJECT: July 2025 Ridership Report

REQUESTED ACTION:

BY MOTION,

Receive and file the July 2025 Ridership Report

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) staff typically reports monthly and fiscal year-to-date ridership at each Board meeting.

DISCUSSION

For the month of July 2025, ridership for Demand Response, Local Fixed Routes and Commuter Routes trended up. Fiscal year-to-date ridership was up 11.2% overall.

The attached July 2025 Ridership Report compares systemwide monthly passenger trips to the same period in the previous fiscal year. Overall ridership increased by 11.2% compared to the previous year. Demand Response ridership increased 2.9%, Local Fixed Route ridership increased by 5.1%, and Commuter ridership increased by 29.5%.

The attached Fiscal year-to-date Ridership Report compares the current fiscal year to the same period in the previous five (5) fiscal years to analyze pre-COVID and current ridership trends.

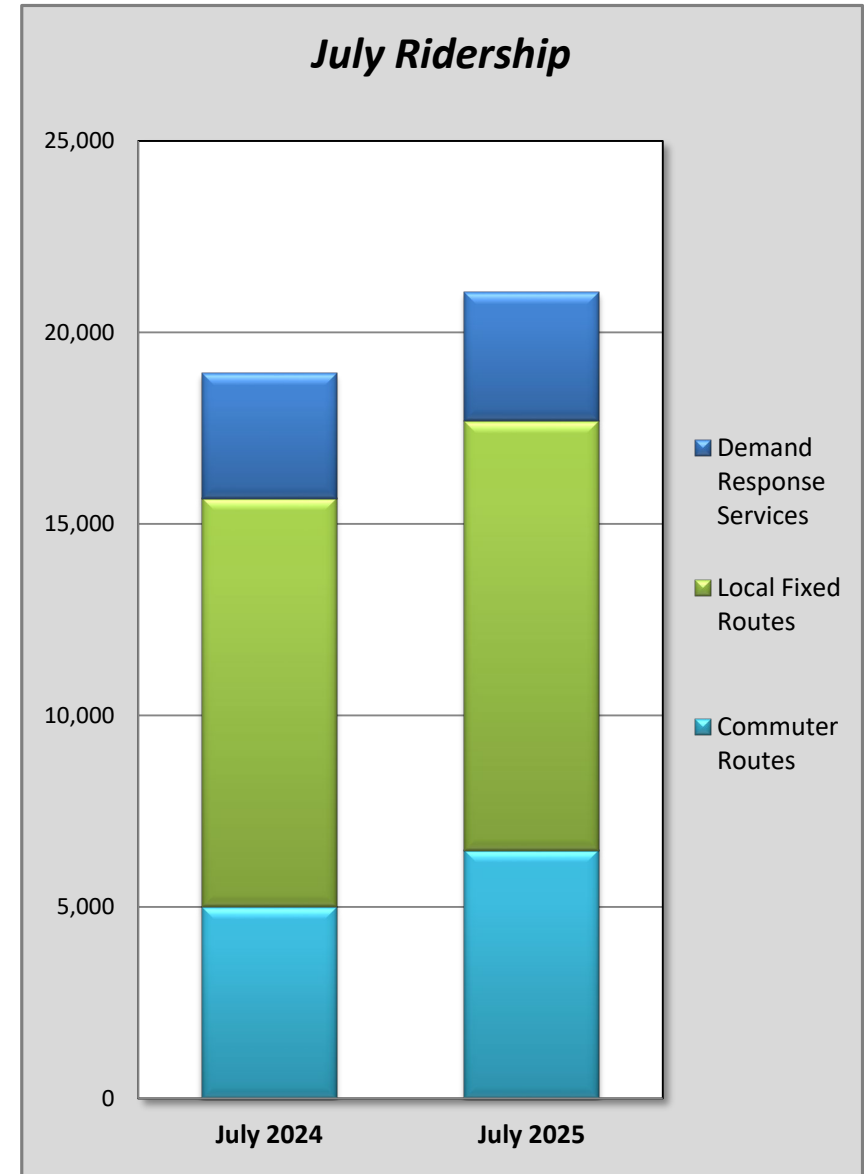
July 2025 Ridership Report

Demand Response Services	July 2024	July 2025	% Change
Dial-a-Ride	979	996	1.7%
Sac-Med	49	64	30.6%
ADA Paratransit	272	316	16.2%
M.O.R.E.*	744	746	0.3%
Senior Day Care*	0	0	0.0%
My Ride	1,236	1,253	1.4%
Total Demand Response	3,280	3,375	2.9%

Local Fixed Routes	July 2024	July 2025	% Change
20 - Placerville	1,564	1,788	14.3%
25 - Saturday Express	289	361	24.9%
30 - Diamond Springs	1,187	1,096	-7.7%
35 - Diamond Springs Saturday	94	121	28.7%
40 - Cameron Park	1,192	1,137	-4.6%
50x - 50 Express	4,851	5,081	4.7%
60 - Pollock Pines	1,489	1,627	9.3%
Total Local Fixed Routes	10,666	11,211	5.1%

Commuter Routes	July 2024	July 2025	% Change
Sacramento Commuter	3,984	5,658	42.0%
Reverse Commuter	26	19	-26.9%
Sacramento/Tahoe Connector	989	799	-19.2%
Total Commuter Routes	4,999	6,476	29.5%

	July 2024	July 2025	% Change
Systemwide	18,945	21,062	11.2%
Passengers per Revenue Hour	4.3	4.9	13.0%



*Contracted Services - Ridership Determined by Client Enrollment

Fiscal Year-to-Date Ridership Report

July 2025

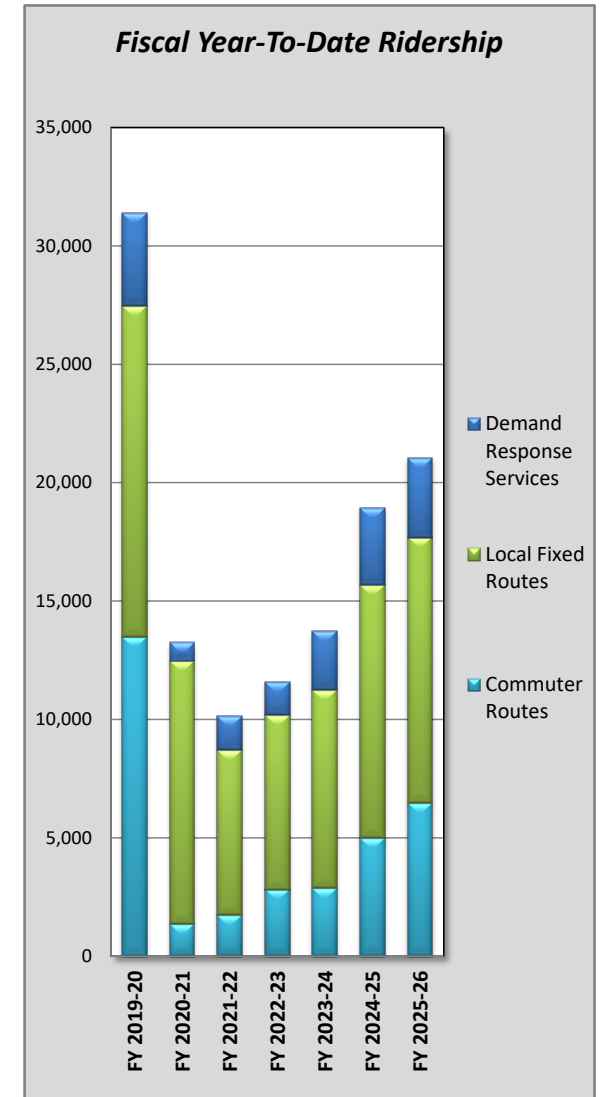


Demand Response Services	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
Dial-a-Ride	1,372	556	561	652	985	979	996	1.7%
Sac-Med	28	18	26	18	29	49	64	30.6%
ADA Paratransit	74	105	241	225	188	272	316	16.2%
M.O.R.E.*	1,996	102	602	526	560	744	746	0.3%
Senior Day Care*	485	0	0	0	0	0	0	0.0%
My Ride	0	0	0	0	732	1,236	1,253	1.4%
Total Demand Response	3,955	781	1,430	1,421	2,494	3,280	3,375	2.9%

Local Fixed Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
20 - Placerville	3,725	2,160	1,003	1,137	1,223	1,564	1,788	14.3%
25 - Saturday Express	429	277	335	0	0	289	361	24.9%
30 - Diamond Springs	1,932	1,105	618	800	919	1,187	1,096	-7.7%
35 - Diamond Springs Saturday	119	47	84	0	0	94	121	28.7%
40 - Cameron Park	1,302	1,237	765	913	933	1,192	1,137	-4.6%
50x - 50 Express	3,104	3,797	2,830	3,121	3,781	4,851	5,081	4.7%
60 - Pollock Pines	3,341	2,496	1,327	1,393	1,508	1,489	1,627	9.3%
Total Local Fixed Routes	13,952	11,119	6,962	7,364	8,364	10,666	11,211	5.1%

Commuter Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
Sacramento Commuter	13,377	1,352	1,192	1,678	1,948	3,984	5,658	42.0%
Reverse Commuter	119	11	5	24	17	26	19	-26.9%
Sacramento/Tahoe Connector	0	0	544	1,113	903	989	799	-19.2%
Total Commuter Routes	13,496	1,363	1,741	2,815	2,868	4,999	6,476	29.5%

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
Systemwide	31,403	13,263	10,133	11,600	13,726	18,945	21,062	11.2%
Passengers per Revenue Hour	7.1	4.4	3.3	4.4	4.0	4.3	4.9	21.5%



*Contracted Services - Ridership Determined by Client Enrollment

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: September 4, 2025

TO: El Dorado County Transit Authority

FROM: Lenay Guidry, Human Resources Manager

SUBJECT: Health Plan Year 2026 Agency Contributions for Health Premiums for Unrepresented Regular and Management Employees

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 25-23 defining the El Dorado County Transit Authority's health insurance premium contribution rates provided to unrepresented regular and management employees beginning January 1, 2026

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) agency's portion of health care insurance premium contributions is established annually by resolution. El Dorado Transit contracts with the California Public Employees' Retirement System (CalPERS) to provide health care benefits for unrepresented regular and management employees.

DISCUSSION

Resolution No. 25-23 defines agency contributions towards health premium benefits for unrepresented regular and management employees beginning January 1, 2026.

Rates reflect medical, dental and vision coverages. Dental and vision rates will not increase for the 2026 plan year. CalPERS health rates increased 5.48% overall average across the Basic Health Maintenance Organization (HMO) plans and rates for the Basic Preferred Provider Organization (PPO) plans will see an overall average increase of 9.64%.

CalPERS attributes the primary factors behind premium increases to the rising costs of providing services and the growing use of high-cost specialty and brand-name medications.

There are no changes to the plans offered within the El Dorado County region. Open enrollment period begins September 15, 2025, and ends on October 10, 2025. Changes made during the 2025 open enrollment will take effect January 1, 2026.

FISCAL IMPACT

The adopted budget for Fiscal Year 2025/26 line item - Health Insurance is \$1,770,000 for unrepresented and represented employees. The budgeted amount for unrepresented health insurance is \$862,210 of that amount.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 25-23**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY DEFINING AGENCY
CONTRIBUTIONS FOR THE 2026 CALENDAR YEAR
HEALTH PREMIUM BENEFITS
FOR UNREPRESENTED REGULAR AND MANAGEMENT EMPLOYEES**

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) has unrepresented regular employees and management employees; and

WHEREAS, the El Dorado County Transit Authority Personnel Policies and Procedures Manual Article 6.2 – Health Benefits/Eligibility allows El Dorado Transit to adjust contributions based upon budgetary constraints and fluctuating health care costs; and

WHEREAS, El Dorado Transit contracts with the California Public Employees' Retirement system (CalPERS) to provide health care benefits for its employees; and

WHEREAS, El Dorado Transit currently has twenty-seven (27) eligible allocated full – time positions and six (6) eligible retirees enrolled in the health plan; and

WHEREAS, El Dorado Transit provides dental and vision insurance through separate carriers; and

NOW, THEREFORE BE IT RESOLVED, that El Dorado Transit shall provide the following contribution levels over twenty-six (26) pay periods toward health plan premiums of unrepresented regular and management employees, provided sufficient funds are available effective January 1, 2026:

<u>Full-Time Employees:</u>		<u>Part-Time Employees:</u>	
Employee Only	\$689.82	Employee Only	\$517.37
Employee + One	\$1,390.31	Employee + One	\$1042.73
Employee + Two or More	\$1,826.09	Employee + Two or More	\$1369.57

BE IT FURTHER RESOLVED, that El Dorado Transit shall provide current contribution and 80% of any adjustment of the 2026 calendar year premium for health care benefits benchmarked at the 2026 PERS Premium Plan (or equivalent) for the unrepresented regular and management employees.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 4th day of September 2025 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

EDCTA SPONSORED PLAN UNREPRESENTED EMPLOYEES

RATES EFFECTIVE 01/01/2026

UPDATED 08/11/2025

EDCTA MONTHLY *
CONTRIBUTION

EMPLOYEE MONTHLY
CONTRIBUTION

TOTAL MONTHLY
PREMIUM

EMPLOYEE DEDUCTION
PER PAY PERIOD

Anthem Blue Cross Select HMO

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$0.00	\$1,422.49	\$0.00
2-Party	\$3,012.34	\$0.00	\$2,834.48	\$0.00
Family	\$3,956.53	\$0.00	\$3,721.85	\$0.00

PART-TIME EMPLOYEES

Single	\$1,120.96	\$301.53	\$1,422.49	\$139.17
2-Party	\$2,259.26	\$575.23	\$2,834.48	\$265.49
Family	\$2,967.40	\$754.45	\$3,721.85	\$348.21

Anthem Blue Cross Traditional HMO

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$203.67	\$1,698.28	\$94.00
2-Party	\$3,012.34	\$373.72	\$3,386.06	\$172.49
Family	\$3,956.53	\$482.38	\$4,438.91	\$222.64

PART-TIME EMPLOYEES

Single	\$1,120.96	\$577.32	\$1,698.28	\$266.46
2-Party	\$2,259.26	\$1,126.81	\$3,386.06	\$520.06
Family	\$2,967.40	\$1,471.51	\$4,438.91	\$679.16

Kaiser Permanente

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$0.00	\$1,255.06	\$0.00
2-Party	\$3,012.34	\$0.00	\$2,499.62	\$0.00
Family	\$3,956.53	\$0.00	\$3,286.54	\$0.00

PART-TIME EMPLOYEES

Single	\$1,120.96	\$134.10	\$1,255.06	\$61.89
2-Party	\$2,259.26	\$240.37	\$2,499.62	\$110.94
Family	\$2,967.40	\$319.14	\$3,286.54	\$147.30

PERS Gold

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$0.00	\$1,206.78	\$0.00
2-Party	\$3,012.34	\$0.00	\$2,403.06	\$0.00
Family	\$3,956.53	\$0.00	\$3,161.01	\$0.00

PART-TIME EMPLOYEES

Single	\$1,120.96	\$85.82	\$1,206.78	\$39.61
2-Party	\$2,259.26	\$143.81	\$2,403.06	\$66.37
Family	\$2,967.40	\$193.61	\$3,161.01	\$89.36

PERS Platinum

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$261.73	\$1,756.34	\$120.80
2-Party	\$3,012.34	\$489.84	\$3,502.18	\$226.08
Family	\$3,956.53	\$633.33	\$4,589.86	\$292.31

PART-TIME EMPLOYEES

Single	\$1,120.96	\$635.38	\$1,756.34	\$293.25
2-Party	\$2,259.26	\$1,242.93	\$3,502.18	\$573.66
Family	\$2,967.40	\$1,622.46	\$4,589.86	\$748.83

Western Health Advantage HMO

FULL-TIME EMPLOYEES

Single	\$1,494.61	\$0.00	\$1,055.78	\$0.00
2-Party	\$3,012.34	\$0.00	\$2,101.06	\$0.00
Family	\$3,956.53	\$0.00	\$2,768.41	\$0.00

PART-TIME EMPLOYEES

Single	\$1,120.96	\$0.00	\$1,055.78	\$0.00
2-Party	\$2,259.26	\$0.00	\$2,101.06	\$0.00
Family	\$2,967.40	\$0.00	\$2,768.41	\$0.00

Coverage premiums include Medical, VSP Vision and Delta Dental

* EDCTA contribution includes 2023 contribution plus, 80% of premium change using PERS Premium 2026.

* EDCTA contribution is a maximum amount.

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: September 4, 2025

TO: El Dorado County Transit Authority

FROM: Kate Hewett, Finance Manager

SUBJECT: Contract Award in Response to Request for Proposals (RFP) No. 25-02 for Bus Parking Lot Rehabilitation (CIP # 23-02) & Zero Emissions Infrastructure (CIP # 22-03).

REQUESTED ACTION:

BY MOTION,

1. Award contract for Bus Parking Lot Rehabilitation (CIP # 23-02) & Zero Emissions Infrastructure (CIP # 22-03) to the lowest responsible bidder, consistent with the bid documents upon legal review and approval
2. Approve Resolution No. 25-24 providing PG&E an easement to install necessary electrical service for EV Chargers
3. Approve Purchase Order No. 31176 to Consolidated Engineering Inc., in the amount of \$2,308,025.00
4. Authorize the Executive Director to execute contract (including change orders but not to exceed CIP budgets), and execute all related documents

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) parks all vehicle assets on site at our facility at 6565 Commerce Way in Diamond Springs. The bus parking lot is located on the northeastern portion of the property. The parking area has interior and perimeter lighting, chain link fencing, a paved surface, and mechanical entry gate.

The pavement condition is degraded significantly and is in need of repair.

In 2021, the El Dorado County Transportation Commission (EDCTC) contracted with Stantec Consulting Services Inc. to prepare an analysis and strategy to promote sustainable mobility throughout the county and surrounding areas. With participation in the study process by El Dorado Transit, the focus was on how El Dorado Transit could comply with the Zero Emission Bus (ZEB) requirements. These requirements came from the California Air Resources Board (CARB) Innovative Clean Transit (ICT) mandate which calls for all transit buses to be zero

emission by 2040. This mandate further requires that beginning in 2029, all new purchases by transit agencies must be zero emission buses.

On May 23, 2024, El Dorado Transit staff and consultants issued a Request for Proposals to qualified engineering firms to provide a thorough analysis of both rehabilitation of the asphalt paving in the bus parking lot and to design the infrastructure to power the charging stations for the bus fleet. The logic with advancing the EV charging system was to ensure that all underground conduits be installed before the pavement rehabilitation was done. This strategy would eliminate the need to tear up the new pavement within a few years if the underground work was delayed. A contract was issued to Dokken Engineering in June of 2024 to prepare the plans, specifications, and estimates for the project, and included close coordination with Pacific Gas and Electric (PG&E). For PG&E to become involved in the project, an application for power was made and design meetings were held to determine how best to accommodate the interests of all parties.

To meet PG&E's stringent requirements for the system components, Dokken Engineering engaged in the services of an electrical engineering firm, Enterprise Engineering Incorporated (EEI). As the coordination between Dokken/EEI and PG&E evolved, it became apparent that both PG&E's expansion of electrical service to the site and the additional main switchboard service panels and transfer switches would require some very expensive electrical equipment to be funded by El Dorado Transit.

It is important to note that as part of El Dorado Transit's contract with PG&E under Rule 29, PG&E's contribution to the project would be \$364,532, which provides for the cost of the underground connection and service conduits from the street to the on-site location connecting to the new switchgear service locations, with that work being done by PG&E construction crews.

DISCUSSION

On June 18, 2025, El Dorado Transit released an RFP seeking proposals from qualified bidders to provide all equipment and materials for and installation of the Bus Parking Lot Rehabilitation and Zero Emissions Infrastructure. The selected bidder is expected to provide all components of the Base Bid, Alternate # 1, and Alternate # 2 to the Bus Parking Lot to the full scope detailed in the RFP.

Due to the unique nature of this project, nine (9) proposals were received from qualified bidders prior to the published submittal deadline. The bids were publicly opened at 10:00 AM on August 8, 2025. The proposals were from; Ample Electric Inc., Consolidated Engineering Inc., Doug Veerkamp General Engineering Inc., Dutch Contracting Inc., Granite Construction Company, JPB Designs, Inc., McGuire and Hester, Mountain Cascade Inc., and Western Engineering Contractor Inc.

Consolidated Engineering Inc. was determined to be the lowest bidder. Consolidated Engineering Inc. was responsive and complied with the requirements of the RFP.

At the June 2025 El Dorado Transit Board Meeting, the Board approved for Staff to proceed with requesting bids for the above-mentioned Capital Improvement Plans (CIPs) with an Engineers Estimate of \$2,761,532. The winning bid is currently estimated at \$2,308,025, which is \$453,507 under the Engineers Estimate.

Staff recommends the award of the contract to Consolidated Engineering Inc, approval of Resolution No. 25-24 providing PG&E easement, approval of the purchase order and the authorization for the Executive Director to execute the contract and all related documents including change orders but not to exceed CIP budgets.

FISCAL IMPACT

This project's expense is reflected in the approved capital budget for fiscal year 2025/26.

Bus Parking Lot Rehabilitation

COST SUMMARY

Bus Parking Lot Rehabilitation	\$ 1,293,200
Contingency	<u>\$ 118,100</u>
<i>Total Cost</i>	<i>\$1,411,300</i>

FUNDING SOURCES

SB1 State of Good Repair (SGR) Grant FY 22/23	\$ 288,775
SB1 State of Good Repair (SGR) Grant FY 23/24	\$ 315,003
SB1 State of Good Repair (SGR) Grant FY 24/25	\$ 308,398
SB1 State of Good Repair (SGR) Grant FY 25/26	\$ 328,416
Interest from SGR Grant Funds	\$ 2,772
Transportation Development Act (TDA) Funds	<u>\$ 167,936</u>
<i>Total Revenue</i>	<i>\$1,411,300</i>

Zero Emission Vehicles and Infrastructure – Phase I

COST SUMMARY (ESTIMATE)

Zero Emission Infrastructure	\$ 1,600,300
Contingency	<u>\$ 146,300</u>
<i>Total Cost</i>	<i>\$1,746,600</i>

FUNDING SOURCES

Low Carbon Transit Operations Program FY 20/21	\$ 140,523
Low Carbon Transit Operations Program FY 21/22	\$ 378,215
Low Carbon Transit Operations Program FY 22/23	\$ 380,959

Low Carbon Transit Operations Program FY 23/24	\$ 491,690
Interest from LCTOP Funds	\$ 30,635
Zero Emission Transit Capital Program FY 24/25	\$ 292,943
Transportation Development Act (TDA) Funds	<u>\$ 31,635</u>
<i>Total Revenue</i>	<i>\$1,746,600</i>

** Electric Vehicle Infrastructure Rule 29: PG&E will pay for and coordinate the design and deployment of service extensions from PG&E's electrical distribution line facilities to the service delivery point for separately metered electric vehicle (EV) charging stations. The total project cost is \$364,532.88, of which El Dorado Transit is responsible for \$1,464.54 which was already paid.*

Bus Parking Lot Rehabilitation

Project No. 23-02 (4)

The El Dorado County Transit Authority (El Dorado Transit) parks all vehicle assets on site at our facility located on the northeastern portion of the property. The parking area has interior and perimeter lighting, chain link fencing, a paved surface and mechanical entry gate.

The pavement condition is degraded significantly and needs repair. In addition, bus charging infrastructure and parking lot layout improvements were recommended in the Zero Emission Vehicle Rollout and Implementation Plan. Including “Area A” in the ZEB study.

This project will include the removal and replacement of asphalt, moving concrete curbs, installation of underground conduit, new striping, and other improvements.

COST SUMMARY (ESTIMATE)

	<u>Adopted Budget</u>
Bus Parking Lot Rehabilitation Consulting Work	\$ 112,500
Bus Parking Lot Rehabilitation	\$1,180,700
Contingency 10%	<u>\$ 118,100</u>
<i>Total Project Estimate</i>	<i>\$1,411,300</i>

FUNDING SOURCES

SB1 State of Good Repair Grant FY 22/23	\$ 288,775
SB1 State of Good Repair Grant FY 23/24	\$ 315,003
SB1 State of Good Repair Grant FY 24/25	\$ 308,398
SB1 State of Good Repair Grant FY 25/26	\$ 328,416
Interest from SGR Grant FY22/23	\$ 1,327
Interest from SGR Grant FY23/24	\$ 1,445
Transportation Development Act (TDA) Funds	<u>\$ 167,936</u>
<i>Total Revenue</i>	<i>\$1,411,300</i>

Adopted into CIP	Status	Estimated Completion Date
FY 2022 / 2023	Active	FY 2026 / 2027

Zero Emission Vehicles and Infrastructure – Phase I

Project No. 22-03 (4)

El Dorado Transit (EDT), like all transit agencies in the state of California, are required to transition to zero-emission buses (ZEBs) by 2040. In 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit ICT regulation that requires this gradual transition to ameliorate the air quality for all communities across California. While public transportation already replaces car trips, by transitioning away from diesel (which currently powers EDT's fleet) and other fossil fuels, transit agencies will further contribute to the sustainability of our natural environment.

EDT is classified under the ICT regulation as a small agency, meaning that beginning in 2026 through 2028, all new heavy-duty bus purchases must consist of at least 25% ZEBs. By 2029, all new purchases are to be 100% ZEB.

EDT undertook a ZEB study to determine the appropriate technologies for its fleet, whether battery-electric buses (BEBs), that 'fuel' or charge in the bus garage and/or on-route, or hydrogen fuel cell electric buses (FCEBs) that are fueled with hydrogen. BEBs and FCEBs are costly vehicles, nearly one-and-a-half to triple the cost of diesel-powered vehicles. EDT will need to replace its fleet of buses according to the ICT schedule.

Furthermore, the ICT regulation also requires that beginning in 2026, if Altoona-test models are available, agencies must also begin replacing articulated, over-the-road, double-decker, or cutaway buses. EDT currently operates diesel-powered motor coaches on its commuter services, so these buses would need to be transitioned; moreover, gasoline-powered cutaways used for demand-response service will also need to be transitioned to ZE.

Finally, EDT will need to invest heavily in infrastructure for ZEBs, whether BEB or FCEB. For BEBs, electric utility upgrades will need to be coordinated with PG&E, and BEB chargers will need to be procured, installed, and hooked-up prior to BEB acceptance. For FCEBs, EDT may need to construct an on-site fueling yard for hydrogen or look for offsite opportunities, although currently, very few hydrogen fueling stations are available.

Update: While the future of zero-emission mandates are uncertain, El Dorado Transit currently has grant funds (LCTOP) specifically designated toward the Zero Emission Vehicles and Infrastructure project that must be used (according to grant guidelines, "upon receipt of the final year's funding, whether 4 years or less, the agency will have six months to begin the project.") El Dorado Transit leadership has participated in multiple discussions between electric and hydrogen. Although battery-electric buses currently have more options available, the infrastructure and support for hydrogen buses is growing, and could match battery-electric in the near future. Leadership believes it is in El Dorado Transit's best interest to explore both options.

The first phase would be to install the infrastructure and electrical charging equipment using the current grant funds then focus future grant funds on exploring hydrogen.

COST SUMMARY (ESTIMATE)

	Adopted Budget
Zero Emission Consulting Work	\$ 137,500
Zero Emission Infrastructure	\$1,462,800
Zero Emission Infrastructure Contingency	\$ 146,300
Zero Emission Bus	\$1,100,000
Zero Emission Bus Contingency	<u>\$ 110,000</u>
<i>Total Project Estimate</i>	<i>\$2,956,600</i>

FUNDING SOURCES

Low Carbon Transit Operations Program FY20/21	\$ 140,523
Low Carbon Transit Operations Program FY21/22	\$ 378,215
Low Carbon Transit Operations Program FY22/23	\$ 380,959
Low Carbon Transit Operations Program FY23/24	\$ 491,690
Interest from LCTOP FY20/21*	\$ 5,111
Interest from LCTOP FY21/22*	\$ 16,176
Interest from LCTOP FY22/23*	\$ 9,348
Section 5339 – Capital FY 2024	\$ 935,000
Zero-Emission Transit Capital Program FY 24/25	\$ 402,943
Transportation Development Act (TDA/STA) Funds	<u>\$ 196,635</u>
<i>Total Revenue</i>	<i>\$2,956,600</i>

Adopted into CIP	Status	Estimated Completion Date
FY 2021 / 2022	Active	FY 2027 / 2028

EL DORADO COUNTY TRANSIT AUTHORITY

CONTRACT AGREEMENT

with

Consolidated Engineering, Inc.

THIS AGREEMENT, made and entered into this _____, 2025 by and between the El Dorado County Transit Authority, hereinafter referred to as "El Dorado Transit" or "EDCTA", and Consolidated Engineering, Inc., "CONTRACTOR".

WITNESSETH

CONTRACTOR and El Dorado Transit do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

SECTION 1	ORGANIZATION AND CONTENTS
SECTION 2	CONTRACT DOCUMENTS
SECTION 3	THE WORK
SECTION 4	CONTRACT AMOUNT
SECTION 5	PAYMENTS
SECTION 6	TIME FOR COMPLETION
SECTION 7	LIQUIDATED DAMAGES
SECTION 8	INTERPRETATION OF CONTRACT DOCUMENTS
SECTION 9	EXTRA OR ADDITIONAL WORK AND CHANGES
SECTION 10	PROSECUTION OF WORK
SECTION 11	ASSIGNMENT OF THE CONTRACT
SECTION 12	INDEMNIFICATION
SECTION 13	INSURANCE
SECTION 14	BONDS
SECTION 15	CLAUSES INCLUDED
SECTION 16	ELIGIBLE CONTRACTORS
SECTION 17	FAMILY SUPPORT ENFORCEMENT
SECTION 18	PERFORMANCE DURING WORK HOURS
SECTION 19	LABOR CODE APPLICATION
SECTION 20	PREVAILING WAGE RATES
SECTION 21	FORFEITURE AND PAYMENTS FOR BREACH OF PREVAILING WAGE RATES
SECTION 22	CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq.
SECTION 23	CONTRACTOR TO COMPLY WITH LABOR CODE § 1776
SECTION 24	NON DISCRIMINATION
SECTION 25	INCLUSIONS

EXHIBIT "A" SCHEDULE OF PAYMENTS

SECTION 2 – CONTRACT DOCUMENTS

The complete contract (“CONTRACT”) includes all of the CONTRACT DOCUMENTS, including this Agreement, Invitation to Bid, Non-collusion Declaration, Non-discrimination Clause, Non-segregation Certification, Designation of Subcontractors, Experience Qualifications, Bid Bond, Bid, Instructions to Bidders, Cost Schedule, Contractor’s Certificate of Workers’ Compensation, Performance Bond, Payment Bond, Insurance Certificates, Abbreviations and Definitions, General Conditions, Specification Sections, Plans, Drawings, Specifications, Scope of Work, Addenda and Change Orders and all other documents contained in the Project Manual and all modifications and amendments to the above. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

SECTION 3 – THE WORK

Contractor shall perform everything required to be performed within the time set forth in Paragraph 6 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2), (“PROJECT” or “WORK”), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

All of the Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Drawings, Specifications, Scope of Work, and all other provisions of the Contract Documents. Contractor shall not be excused with respect to any failure to so comply with the Contract by any act or omission of EDCTA, EDCTA’s consultant, agent, inspector, or representative of any of them.

The Project shall be furnished, performed and completed as required in the Drawings, Specifications, Scope of Work, and all other Contract Documents under the direction and supervision of and subject to the approval of EDCTA. EDCTA shall have the right to accept or reject materials or workmanship and to determine when Contractor has complied with the conditions of the Contract. The Building Inspector employed by EDCTA shall represent EDCTA.

SECTION 4 - CONTRACT AMOUNT

EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **\$ 2,308,025 (Two-million three-hundred eight thousand and twenty-five dollars).**

SECTION 5 – PAYMENTS

The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit “A.” Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by EDCTA shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

SECTION 6 – TIME FOR COMPLETION

The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to Proceed and shall be completed within **Ninety (90) working days** from the date of the Notice to Proceed. Adjustments will be made for rain delays or electrical equipment order delays.

SECTION 7 – LIQUIDATED DAMAGES

If the Work is not completed in accordance with Paragraph 6 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of \$1,000.00 for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

SECTION 8 – INTERPRETATION OF CONTRACT DOCUMENTS

Should any question arise concerning the intent or meaning of drawings or specifications, such question shall be submitted to EDCTA and its interpretation shall be final.

SECTION 9 – EXTRA OR ADDITIONAL WORK AND CHANGES

Should EDCTA at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Contract specification or plans, it shall be at liberty to do so and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said Contract price as the case may be.

All change orders shall be signed by EDCTA. The value of any such extra work or changes shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and fixed fee.

SECTION 10 – PROSECUTION OF WORK

If in the opinion of EDCTA, Contractor neglects to prosecute the work properly or fails to perform any provisions of the Contract, after ten (10) days written notice to Contractor EDCTA may, without prejudice to any other remedy it may have, remedy any such deficiencies and may deduct the cost therefor from any payment then or thereafter due Contractor, provided that the parties have used proper documentation and negotiations for a fair and equitable resolution.

SECTION 11 – ASSIGNMENT OF THE CONTRACT

Assignment of the Contract or any part thereof shall be prohibited without the prior written consent of EDCTA.

SECTION 12 – INDEMNIFICATION

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law, and in conjunction with section 5.53 of the General Conditions, Contractor shall defend, indemnify and save harmless EDCTA, including its officers, directors, agents, and employees, and each of them (“Indemnitees”), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys’ fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever for claims arising out of or in connection with Contractor’s performance of this contract.

- a. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;
- b. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence of fault or degree of fault of Indemnitees. Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code § 2782.

Contractor’s obligation to defend and indemnify shall not be excused because of Contractor’s inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Contractor under and by virtue of the contract as shall reasonably be considered necessary by

EDCTA, may be retained by EDCTA until disposition has been made of the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against EDCTA, its officers, employees, or agents (excluding agents who are design professionals). This Section 12 shall survive termination of this contract.

SECTION 13 – INSURANCE

Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by the Insurance Requirements for Contractors included with the Contract Documents bid package.

SECTION 14 – BONDS

Three (3) executed copies of this Agreement, Insurance Certificates, the Performance Bond, and the Payment Bond shall be provided by Contractor. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

SECTION 15 – CLAUSES INCLUDED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included.

SECTION 16 – ELIGIBLE CONTRACTORS

Contractor acknowledges that, pursuant to Public Contract Code § 6101, no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens. Contractor acknowledges that pursuant to Public Contract Code § 6101 no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract who has been found to have violated with intent to defraud a public agency while performing a public works project.

Contractor further acknowledges that, pursuant to Public Contract Code § 6109, Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Labor Code § 1777.1 or § 1777.7. The Labor Commissioner publishes a list of ineligible contractors and subcontractors and distributes the list to awarding bodies under Labor Code § 1777.1.

SECTION 17 – FAMILY SUPPORT ENFORCEMENT

Contractor acknowledges that pursuant to Public Contract Code § 7110 it shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Family Code Division 9, Part 5, Chapter 8 (commencing with § 5200). Contracts in excess of one hundred thousand dollars (\$100,000.00) require an acknowledgement by Contractor of the policy set forth in Public Contract Code § 7110 and Contractor further acknowledges that it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

SECTION 18 – PERFORMANCE DURING WORK HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of EDCTA.

SECTION 19 – LABOR CODE APPLICATION

As provided in Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day shall be compensated at not less than one and one-half (1½) times the basic rate of pay.

Contractor shall pay to EDCTA a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), unless compensation for the workers so employed by Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

SECTION 20 – PREVAILING WAGE RATES

Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the Site. Holiday and

overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

SECTION 21 – FORFEITURE AND PAYMENTS FOR BREACH OF PREVAILING WAGE RATES

Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor's willful failure to pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

SECTION 22 – CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq.

It shall be Contractor's responsibility to know and abide by the requirements of Labor Code §§ 1777.5 et seq. which include, but are not limited to, the requirement to hire apprentices on a public works project.

SECTION 23 – CONTRACTOR TO COMPLY WITH LABOR CODE § 1776

It shall be Contractor's responsibility to know and abide by the requirements of Labor Code § 1776, which include, but are not limited to, the requirement to keep accurate payroll records that shall be available for inspection. In order to comply with Labor Code § 1776, the records must include: names, addresses, Social Security numbers, work classifications, straight time, overtime, and any *per diem*. In addition, the records must be verified by a declaration under penalty of perjury that the records are true and correct, and that the employer has complied with Labor Code §§ 1771, 1811 and 1815.

SECTION 24 – NON-DISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or gender.

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and

subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4.1, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

SECTION 25 – INCLUSIONS

Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the contract.

THE COMPLETE CONTRACT AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT, EXISTS BETWEEN THE PARTIES. THIS CONTRACT CAN BE MODIFIED ONLY BY AN EXECUTED WRITTEN AGREEMENT APPROVED BY THE GOVERNING BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**EL DORADO COUNTY
TRANSIT AUTHORITY**

**CONTRACTOR
Consolidated Engineering, Inc.**

By: Brian James, Executive Director

By: Casey Curtin, President

CONTRACTOR's License No. 1013580

(CORPORATE SEAL of CONTRACTOR)

CONTRACT AGREEMENT

EXHIBIT “A”

SCHEDULE OF PAYMENTS

EDCTA shall make Payments for the Project Work in conformance with and subject to the terms and conditions for payments as set forth below and in the Construction Agreement, if applicable.

10%	due	October 15, 2025
30%	due	November 30, 2025
60%	due	December 30, 2025
5 %*	due	60 days after EDCTA’s acceptance and approval of final Project.

*Note: EDCTA shall withhold at least 5% of total labor and materials until final completion and acceptance of the Project. On the expiration of sixty (60) days after the recordation of the Notice of Completion all monies due and payable to Contractor shall be paid, subject to the provisions of Section 5 herein.

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

PURCHASE ORDER NO. B31176

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

DATE: 09/04/25

ACCOUNT: 9910.09

CLASS: 125

TO: CONSOLIDATED ENGINEERING, INC.
 PO BOX 701
 VALLEY SPRINGS, CA 95252

SHIP & INVOICE TO:
EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

Contact: CASEY CURTIN / BLAKE EHLERS

Vendor Phone No: (925) 752-5360 / (209) 747-0672

Email Address: CASEY@CONENGINE.NET

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		Base Bid for the Bus Parking Lot Rehabilitation Project and Infrastructure Project (See Attached Bid Schedule)		\$295,989.00
		Add Alternate # 1 (Trenching, Conduit, and Handholes) for the Bus Parking Lot Rehabilitation Project and Infrastructure Project (See Attached Bid Schedule)		\$587,786.00
		Add Alternate # 2 (Charging Equipment, Pads, and Bollards) for the Bus Parking Lot Rehabilitation Project and Infrastructure Project		\$1,424,250.00
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	\$2,308,025.00
			SHIPPING	\$0.00
			SALES TAX	\$0.00
			TOTAL	NTE: \$2,308,025.00
PURCHASING AGENT				

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."

BUS PARKING LOT REHABILITATION PROJECT # 23-02 & ZERO EMISSION INFRASTRUCTURE PROJECT # 22-03

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. El Dorado County Transit Authority does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

Bidder is required to fill out the BID SCHEDULE. The TOTAL COST (Base Bid) shall be used to compare bids.

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Base Bid					
1	JOB SITE MANAGEMENT / WATER POLLUTION CONTROL	LS	1	\$10,000.00	\$10,000.00
2	TEMPORARY DRAINAGE INLET PROTECTION	EA	2	\$900.00	\$1,800.00
3	ROADWAY EXCAVATION	CY	493	\$38.00	\$18,734.00
4	IMPORTED BORROW	CY	149	\$48.00	\$7,152.00
5	REMOVE CONCRETE (CURB RAMP)	SQFT	60	\$62.00	\$3,720.00
6	REMOVE CONCRETE (VALLEY GUTTER)	SQFT	37	\$86.00	\$3,182.00
7	REMOVE CONCRETE CURB	FL	400	\$17.00	\$6,800.00
8	REMOVE AND SALVAGE PARKING BUMPER	EA	30	\$35.00	\$1,050.00
9	RECONSTRUCT CHAIN LINK FENCE	LF	50	\$230.00	\$11,500.00
10	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	5,200	\$3.10	\$16,120.00
11	HOT MIX ASPHALT (TYPE A)	TON	733	\$133.00	\$97,489.00
12	CLASS 2 AGGREGATE BASE	CY	202	\$97.00	\$19,594.00
13	PAVING MAT	SQYD	5,805	\$4.20	\$24,381.00
14	MINOR CONCRETE (CURB)	LF	365	\$79.00	\$28,835.00
15	MINOR CONCRETE (VALLEY GUTTER)	SQFT	11	\$527.00	\$5,797.00
16	PARKING BUMPER (PRECAST CONCRETE)	EA	41	\$85.00	\$3,485.00
17	THERMOPLASTIC TRAFFIC STRIPE	LF	2,200	\$2.75	\$6,050.00
18	RELOCATE SHED	EA	2	\$1,575.00	\$3,150.00
19	TEMPORARY RELOCATE SHED	EA	1	\$3,150.00	\$3,150.00
20	MOBILIZATION (10%)	LS	1	\$24,000.00	\$24,000.00
TOTAL COST (Base Bid):					\$295,989.00
Add Alternate # 1 (Trenching, Conduit, and Handholes)					
11a	HOT MIX ASPHALT (TYPE A)	TON	128	\$135.00	\$17,280.00
12a	CLASS 2 AGGREGATE BASE	CY	180	\$98.00	\$17,640.00
21	TRAFFIC RATED MANHOLE 5'X5'	EA	2	\$19,400.00	\$38,800.00
22	TRAFFIC RATED HANDHOLE 3'X5'	EA	4	\$13,230.00	\$52,920.00
23	TRAFFIC RATED HANDHOLE 2'X3'	EA	3	\$9,450.00	\$28,350.00
24	TRAFFIC RATED HANDHOLE 17"X30"	EA	21	\$836.00	\$17,556.00
25	TRAFFIC RATED HANDHOLE 11"X18"	EA	24	\$810.00	\$19,440.00
26	CONDUITS	LF	16,000	\$9.75	\$156,000.00
27	TRENCHING	LF	1,600	\$124.25	\$198,800.00
28	CONDUIT HORIZONTAL DIRECTIONAL DRILLING METHOD	LF	0	\$0.00	\$0.00
20a	MOBILIZATION (10%)	LS	1	\$41,000.00	\$41,000.00
TOTAL COST (Add Alternate #1):					\$587,786.00
Add Alternate # 2 (Charging Equipment, Pads, and Bollards)					
29	COMMISSIONING	LS	1	\$15,500.00	\$15,500.00
30	SWITCHBOARD MSB1	EA	1	\$231,500.00	\$231,500.00
31	SWITCHBOARD MSB1 BUS DUCT	LF	5	\$6,100.00	\$30,500.00
32	AUTOMATIC TRANSFER SWITCH	EA	1	\$142,000.00	\$142,000.00
33	SWITCHBOARD MSB2	EA	1	\$207,000.00	\$207,000.00
34	SWITCHBOARD A	EA	1	\$60,000.00	\$60,000.00
35	CHARGEPOINT POWER BLOCK AND POWER LINKS	LS	1	\$206,000.00	\$206,000.00
36	ELECTRICAL EQUIPMENT GROUNDING	LS	1	\$14,000.00	\$14,000.00
37	CABLES	LF	20,500	\$20.50	\$420,250.00
38	REINFORCED CONCRETE (EQUIPMENT PADS)	CY	17	\$2,100.00	\$35,700.00
39	FIXED BOLLARD	EA	4	\$2,200.00	\$8,800.00
20b	MOBILIZATION (10%)	LS	1	\$53,000.00	\$53,000.00
TOTAL COST (Add Alternate #1):					\$1,424,250.00
Base Bid Total:					\$295,989.00
Add Alternate #1 Total:					\$587,786.00
Add Alternate #2 Total:					\$1,424,250.00
Total Bid: Base Bid + Add Alt #1 & Add Alt #2:					\$2,308,025.00

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 25-25**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY
TRANSIT AUTHORITY APPROVING AN EASEMENT TO PG&E**

WHEREAS, the Governing Board of the El Dorado County Transit Authority is authorized to approve providing an easement to PG&E; and

WHEREAS, the El Dorado County Transit Authority has prepared plans and specifications for the Bus Parking Lot Improvements Project #23-02; and

WHEREAS, the prepared plans mentioned have incorporated improvements to be constructed by Pacific Gas & Electric Company (PG&E); and

WHEREAS, PG&E requires that an Easement Deed be duly executed that grants easement rights to PG&E for the installation and operation of electric facilities upon the property owned by the El Dorado County Transit Authority (APN 329-342-005); and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the El Dorado County Transit Authority hereby approves the Easement Deed attached hereto, and authorizes the Chairman of the Board of Directors to execute the Easement Deed; said executed Easement Deed will be returned to PG&E for recording by PG&E in the County of El Dorado.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 4th day of September 2025, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

APPROVED AS TO FORM:

Michael Tucker, Legal Counsel

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This
document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2110-10-10053

EASEMENT DEED

35576983

EL DORADO COUNTY TRANSIT AUTHORITY, a Joint Powers Authority for public transit purposes,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of El Dorado, State of California, described as follows:

(APN 329-342-005)

LOT 43 as shown upon the Diamond Development Subdivision filed for record April 23, 1980, in Book F of Maps at page 119, El Dorado County Records.

The easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "B", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

EL DORADO COUNTY TRANSIT
AUTHORITY

By _____

Print Name and Title

By _____

Print Name and Title

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____
Print Name and Title

Attach to LD: 2110-10-10053
Area, Region or Location: 6
Land Service Office: Auburn
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 21.10.10.25.42,
FERC License Number: NA
PG&E Drawing Number: 35576983
Plat No.: AX118-J21, I4121 (E)
LD of Affected Documents: NA
LD of Cross Referenced Documents: NA
Type of interest: Utility Easement (86)
SBE Parcel: NA
% Being Quitclaimed: NA
Order or PM: 35576983
JCN: NA
County: El Dorado
Utility Notice Number: NA
851 Approval Application No: NA ;Decision: NA
Prepared By: GPY1
Checked By: JH25
Approved By: NA
Revised by: NA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

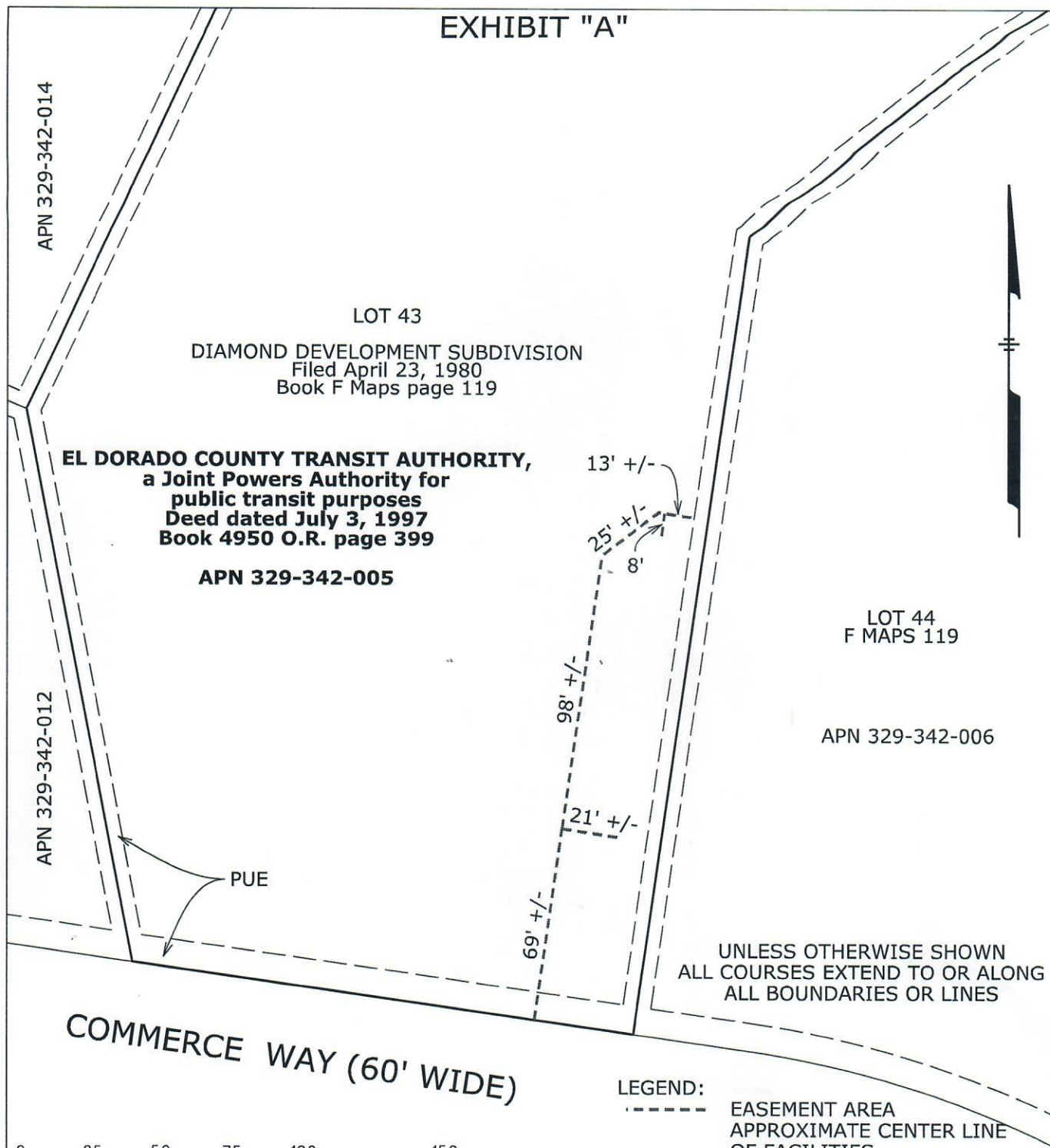
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

EXHIBIT "A"



0 25 50 75 100 150



1 INCH = 50 FEET

Applicant:

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY, DIAMOND SPRINGS

SCALE
1" = 50'

DATE
2/7/25

SECTION SE1/4 NW1/4 25	TOWNSHIP 10N	RANGE 10E	MERIDIAN MDM	COUNTY OF: EL DORADO	CITY OF: UNINCORPORATED
PLAT MAP REFERENCES	AX118-J21, I4121 (E) F MAPS 119	PG&E	SIERRA DIVISION	35576983 AUTHORIZ	35576983 DRAWING NO.



EXHIBIT "B"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

AGENDA ITEM 3 A
Information Item

MEMORANDUM

DATE: September 4, 2025

TO: El Dorado County Transit Authority

FROM: Kate Hewett, Finance Manager

SUBJECT: Capital Improvement Plan Project 22-05 Scheduling and Dispatching Software Replacement

REQUESTED ACTION:

BY MOTION,

No action. Information item.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) presents a Capital Improvement Plan (CIP) and Budget for Final Board Adoption prior to July 15 of each year. This plan identifies capital projects that are anticipated to commence in the current and upcoming three years of operation. Typically, each project is brought to the Board prior to initiation, for a more detailed description, budget estimate and anticipated completion date.

DISCUSSION

Adopted into the Capital Improvement Plan (CIP) for Fiscal Year (FY) 2025/2026 was Project 22-05 Scheduling and Dispatching Software and Replacement. This project was completed in March 2025.

FISCAL IMPACT

The following is a breakdown of the approved CIP budget and the actual expenses.

	Adopted Budget	Actual Budget
Dispatching Software	<u>\$230,000.00</u>	<u>\$235,589.17</u>
Funding		
Federal Transit Administration Rural 5310 Grant	\$120,000.00	\$120,000.00
Federal Transit Administration Urban 5310 Grant	\$ 60,000.00	\$ 60,000.00
Transportation Development Act (TDA)	<u>\$ 50,000.00</u>	<u>\$ 55,589.71</u>
	\$230,000.00	\$235,589.71

El Dorado County Transit Authority
September 4, 2025

Final Project costs were \$5,589.71 over the estimated budget due to the addition of two (2) years of software maintenance.

AGENDA ITEM 3 B
Information Item

MEMORANDUM

DATE: September 4, 2025

TO: El Dorado County Transit Authority

FROM: Kate Hewett, Finance Manager

SUBJECT: Draft of Purchasing Policies and Procedures Manual (Updated)

REQUESTED ACTION:
BY MOTION,

No action. Information item.

BACKGROUND

At the October 2024 El Dorado County Transit Authority (El Dorado Transit) Board Meeting, a purchase order was approved authorizing Regional Government Services to consult on updating the current Purchasing Policies and Procedures Manual which had not been updated since 2012.

DISCUSSION

El Dorado Transit Staff have worked closely with Regional Government Services Staff to update the Purchasing Policies and Procedures Manual so that El Dorado Transit remains compliant with Federal, State, and Local Funding.

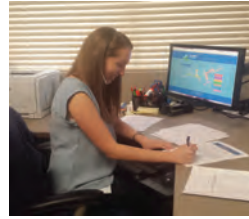
Attached is a copy of the revised and updated Purchasing Policies and Procedures Manual for your review.

Michael Luken with Regional Government Services is available (via Zoom) to answer any questions the Board may have regarding the draft of the Purchasing Policies and Procedures Manual.

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EL DORADO TRANSIT



Procurement Policies and Procedures Manual

Prepared by: El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

DRAFT

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DRAFT

CHAPTER 1: PURCHASING POLICIES, GOALS AND OBJECTIVES

Policies, Goals and Objectives

It is the responsibility of the El Dorado County Transit Authority (the Authority, El Dorado Transit) staff to coordinate, monitor, and record all phases of purchasing of supplies, equipment, materials, services, and construction for the Authority. The staff is also responsible for the sale of Authority surplus and obsolete property. When a member agency municipal code occupies the same subject area of guidance provided in these procedures, the more restrictive requirements shall apply.

In the course of performing its responsibilities, the staff is guided by certain policy objectives, broadly stated as follows:

- A.** Conserve public funds through reduction in cost and improvement in quality of supplies, equipment, materials, services, construction procured, and reduce the overhead cost of contracting, buying, and selling.
- B.** Achieve and promote cost-effective procurements by:
 - 1.** Analyzing alternative approaches for each procurement, such as purchase, time-share, lease, state and intergovernmental/interagency agreements. The Authority considers various procurement sources to ensure economical purchases including, but not limited to GSA, CMAS, State of California and municipal cooperatives.
 - 2.** Structuring each procurement through consolidation of similar products and separation of dissimilar ones.
 - 3.** Eliminating purchase of unnecessary or duplicative items and services.
 - 4.** Encouraging price and quality competition among suppliers, vendors, contractors, and consultants.
- C.** Reduce the volume and streamline the flow of paperwork; at the same time, maintain accurate documentation of transactions.
- D.** Utilize competent technical expertise where needed in the initiation and administration of procurements and contracts.
- E.** Adhere to participation goals and procedures incidental to the Disadvantaged Business Enterprise Policy.
- F.** Follow the procedures of the Procurement Policies and Procedures Manual, with the

aim of furthering the goals and objectives that are the reason for such procedures.

- G. Perform all duties and responsibilities in compliance with local, state, and federal law, and consistent with applicable standards of conduct and ethics.
- H. Require that vendors present acceptable documentation evidencing the quality of the product and the accuracy of representations relative to the product.
- I. The Authority and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Standards of Conduct

- A. Duty to Disclose. Employees shall not be involved in any purchasing decisions, tasks, or procedures (including participation in initiation, award, or administration of a contract) in which they or persons related to them have a real or apparent conflict of interest, as more particularly defined in Subsection B, below. In cases where there may be such conflict of interest, employees have the responsibility to report in writing such conflict to the Executive Director. Failure to make such disclosure is subject to discipline, as hereinafter defined.
- B. Conflict of Interest. The Political Reform Act of 1974 maintains a conflict-of-interest code, Section 87500 under which certain designated employees and corporate directors are required to disclose economic interests and are prohibited from participating in decisions which may influence their financial interests.

For the purpose of these Procurement Policies and Procedures Manual Standards of Conduct, it is further required that no employee, or corporate director of the Authority shall participate in procedures, tasks, or decision relative to initiation, award, or administration of a contract if a conflict of interest, real or apparent, exists. Such a conflict of interest arises when: (a) the employee, or corporate director; (b) any member of his or her immediate family; (c) his or her business associate; or (d) an organization which employs, or which is about to employ, any of the above has a financial or other interest in a firm that participates in the bidding process or that is selected for an award.

- C. Gratuities and Contingent Fees. No Board Member, Officer, or employee shall knowingly solicit, accept, or agree to accept gifts, gratuities, or favors in connection with actual or potential procurement and contracting activities. California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any Agency Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$500, or the amount defined by Government Code Section 84308, from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding.
- D. Confidential Information. No member of the staff shall use confidential information for his or her actual, anticipated, or apparent personal gain, or for the actual, anticipated, or apparent personal gain of any person related to such employee as such relationship is defined in Subsection B, above. "Confidential Information" is defined to include any proprietary, privileged, or nonpublic information, coming to the employee's attention as a result of employment by the Authority, the knowledge of which makes possible financial gain.
- E. Discipline for Violation. The violation of any of these Standards of Conduct will subject the violator to any disciplinary proceedings or action deemed appropriate by the Authority, up to and including dismissal.

Delegation of Authority

- A. The Board of Directors authorizes and delegates to the Executive Director the authority and responsibility to:
1. Approve and execute all Purchase Requisitions.
 2. Approve and execute Purchase Orders and Contracts which do not exceed \$25,000.
 3. Approve and execute Change Orders and Contract Amendments as may from time to time be necessary, which do not exceed \$25,000. When contract changes exceed \$25,000 or \$100,000 in aggregate the change shall be approved by the Board of Directors.
 4. Execute all contract documents including purchase orders, blanket purchase orders, contracts, change orders, contract amendments, and settlements after any necessary approval by the Board of Directors.

All of the above is to be within the approved official budget and consistent with the

established policies and approved projects of the Authority.

All Purchase Orders, Contracts, Blanket Purchase Orders, Contract Change Orders, Contract Amendments, and proposed claim settlements in excess of the amounts set forth above shall be submitted for approval to the Board of Directors prior to execution.

In those instances, where work must progress immediately, the Executive Director may approve any Purchase Order, Blanket Purchase Order, Contract, Change Order, Contract Amendment, or claim settlement within the budget and under an approved project. The facts and circumstances of such action shall be reported to the Board of Directors at its next meeting for ratification.

In the absence of the Executive Director, the Finance Manager is authorized to approve purchase orders under \$25,000 for Board approved projects.

Purchase Orders below \$25,000 that did not require Board approval and later require Change Orders resulting from unforeseeable situations that cause the Original Purchase Order to exceed \$25,000 shall be brought before the Board immediately for ratification.

- B. The Executive Director may delegate, in writing, any of the authorities granted to him or her under [Resolution 25-_____](#); provided, however, that the Executive Director shall retain overall responsibility for the control over all matters conducted by him or her as a result of his or her delegation of authority hereunder. Each Manager below shall notify the Executive Director of the approval of all purchases along with required purchase documentation in accordance with the adopted procurement policy. The Executive Director hereby authorizes the Finance Manager to approve purchases up to \$25,000 in accordance with this manual.

CHAPTER 2: PURCHASE REQUISITION PROCEDURES

General Requirements

The purpose of this chapter is to outline the method by which materials, supplies, equipment and services will be requested.

Purchase requisitions will be submitted to the Executive Director and the Finance Manager containing the recommended level of procurement method in accordance with this manual. The Executive Director will then consider staff's request, modify as appropriate and approve or deny the request. Staff will not proceed with any commitment or implementation of the project without the approval of the Executive Director or Finance Manager.

The individual initiating the Purchase Request is responsible for the accuracy and adequacy

of information supporting the request. Requests should be submitted early enough for the material or service to be obtained when needed.

Programming Funds With Funding Agency

Programming projects with a funding agency ensures that the project's objectives align with the funder's priorities, increasing the likelihood of approval. It fosters transparency and accountability by clarifying how resources will be allocated to achieve measurable outcomes. Additionally, collaboration with the agency helps build trust, paving the way for future funding opportunities and sustainable partnerships. The following steps can be vital to ensuring the project has a high success of grant funding. Here are five key steps to programming funds with a funding agency:

1. Research and Alignment
Identify the agency's funding priorities, guidelines, and objectives to ensure the project aligns with their mission and funding requirements.
2. Develop a Comprehensive Budget
Create a detailed budget outlining specific costs, allocations, and timelines for each activity to demonstrate responsible financial planning.
3. Collaborative Proposal Development
Engage with the agency during the planning phase to clarify expectations, refine project goals, and address any concerns, fostering mutual understanding.
4. Performance Metrics and Reporting Plan
Define measurable outcomes and establish reporting schedules to meet agency requirements for monitoring progress and ensuring accountability.
5. Continuous Communication and Adjustments
Maintain open channels with the agency throughout the project to report milestones, discuss challenges, and make necessary budget adjustments or scope modifications with their approval.

SACOG Transit Coordination Committee, Metropolitan Transportation Plan, Metropolitan Transportation Improvement Program (MTIP)

Every four or so years the Sacramento Area Council of Governments (SACOG) prepares a Metropolitan Transportation Plan (MTP). This document contains all transit projects projected for the next 30 years in a general manner. It is very important that El Dorado Transit work with the Transit Coordinating Committee to develop priorities for various state and FTA funding sources to ensure that El Dorado Transit's projects are included in the MTP. Once the projects are in the MTP, each year El Dorado Transit Staff should work with the Transit Coordinating Committee to ensure that projects are moved from the MTP into the Metropolitan Transportation Improvement Plan (MTIP) when they are ready for each stage

of funding from Planning to Project Assessment/Environmental Review (PA/ER) to Project Specifications and Easements (PS&E) and finally to Construction/Acquisition. Each phase of the project requires an appropriate amount of funding and must be inserted into the SacTrak tracking software by El Dorado Transit and approved by SACOG to ensure that the project is programmed appropriately. SACOG prepares a multitude of other studies and programs related to transit which El Dorado Transit staff must monitor carefully to ensure that key projects are also within those other plans. El Dorado Transit should develop a quarterly review of the MTIP to ensure that projects are programmed appropriately. SACOG deadlines should be incorporated into this review as they are critical to meet as projects are tied to limited funding sources and regional air quality plans.

Technical specifications should be obtained for each phase of a project as outlined below.

El Dorado County Transportation Commission Local Transportation Funding Program

El Dorado County Transportation Commission (EDCTC) is the coordinating entity for a quarter cent sales tax generated in each jurisdiction. Each jurisdiction in El Dorado County utilizes funding for transit, roads, alternatives transportation and miscellaneous other eligible projects. El Dorado Transit staff should work closely with representatives from El Dorado jurisdictions to program these funds for transit operations and transit capital projects.

Purchase Requisition Preparation - Direct

Purchase Requisitions shall contain appropriate data on price, quantity/frequency, budget cost center, recommended supplier or manufacturer, and a detailed description of the product including any model numbers or part codes.

Sole Source

If a sole source item is specified, the sole source must be justified in writing and approved by the Executive Director. In some cases, the funding agency may have to approve utilizing a sole source and the Authority will complete any documentation required by said agency.

Development Of Technical Specifications For Equipment/Materials

- A. Technical Specifications shall be prepared by in-house staff, or depending upon the type of equipment/materials, may be prepared by a consultant.

The originator shall coordinate closely with the requesting department to determine the detailed requirements for the piece of equipment/material required. The description shall include:

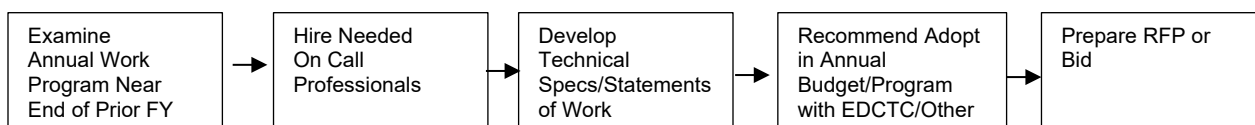
1. A statement of the qualitative nature of the equipment/material to be procured

including form, fit, and function.

2. Minimum essential characteristics and standards required to satisfy its intended use.
 3. Reliability and testing requirements.
 4. Quality control requirements needed to guarantee the required performance and maintenance of the equipment/materials.
- B. The technical specification shall be prepared for the equipment/material/public work, providing adequate detail to ensure that any potential source will be fully apprised of the Authority's requirements. Where possible, the specifications, including performance, form, fit, and function, shall be broad enough to allow as many sources as possible to bid. Product specifications should be in sufficient detail to define requirements, but not to inhibit competition. When it is impractical or uneconomical to develop a clear, accurate description of the technical requirements, a "brand name or approved equal" description may be used to define the performance or other salient features of the requirement. When so used, the specific features which must be met by equipment/material shall be clearly stated. Brand names that are known to meet the "or approved equal" requirements shall be listed.
- C. A market survey may be conducted to determine the source(s) that offer products which meet the requirements. Extreme caution must be exercised to avoid discussions of budgeted dollar amounts.
- D. Where an equipment/material item can be procured from only one source because of patent or proprietary rights, the originator shall prepare a sole source justification, in accordance with the procedures in Chapter 6, in addition to the specification.

Development of Technical Specifications and Statements of Work (Prepared by Requestor)

The first step in the preparation of a service contract or capital project is the development of technical specifications prepared by staff or utilizing on-call professional consultant and engineers hired in accordance with this manual with expertise to prepare clear concise biddable services, rolling stock and design plans for capital projects. This will ensure accurate responses by bidders facilitating accurate choices based on content, price and will minimize costly change orders that can impact budget and resources. Staff should examine their work plan every year and ensure that on-call professionals are in place in time to prepare technical specifications and statements of work well ahead of when the project must go out to bid.



Technical specifications/statements of work for solicitation of offers, for competitively bid or negotiated procurements, shall describe accurately and in clear, concise language the technical requirements to be met by a contractor in satisfying Authority's needs. These documents shall be in a format that describes, in logical steps, the complete service or item to be delivered for each portion of the total requirement from inception to 100% completion.

Technical Specifications/Statements of Work shall not be directed toward any prospective contractor. Descriptive literature from one prospective contractor shall not be used as the sole basis for writing specifications/statements of work. The requirements set forth in the instructions to Bidders/Proposers shall not contain features that unduly restrict competition.

Development of Scope of Work For Professional/Consultant Services

Solicitations of offers for professional/consultant services shall clearly and accurately set forth all requirements which the bidders must fulfill, including the factors to be used in evaluating the bids or proposals. The scope of work shall be developed by the requesting department and shall contain the appropriate information in the following format:

1. **General.** A broad description of the services and project/program objectives. This section describes the contractor's specific responsibilities and the items i.e., property, materials, etc. that must be furnished by the Contractor.
2. **Applicable Standards.** This part contains a description of all standards the Contractor must fulfill, including federal, state, local and Authority standards that are applicable to the project.
3. **Authority Furnished Data, Property or Services.** This portion contains detailed lists of all data, property, and services which will be provided to the Contractor by the Authority for use in the performance of the Contract.
4. **Specific Task Breakdown.** This portion shall contain, in detail, all tasks the Contractor must perform, and where applicable, should specify step by step instructions and coordination requirements.
5. **Data Submission/Delivery Schedules.** This portion shall specify the data that must be submitted for approval and the schedule requirements for submission/approval to ensure the project progresses in a logical, expeditious manner.

Any firm that assists the Authority in the development of solicitations of offers for professional/consultant services shall be disqualified from bidding on said work.

Professional or Consultant Services Contract Requirements

Purchase Requisitions for professional or consultant services shall have the following documentation attached:

1. A complete and comprehensive Scope of Work.
2. An itemized listing of Evaluation Criteria.
3. Desired delivery schedule (milestones).

Capital Purchase Requests shall identify the Grant Project.

Lease vs. Purchase Alternatives

A Purchase Request for leasing equipment must be accompanied by an analysis addressing the economics of lease vs. purchase. The extent of the analysis should be appropriate to the size and complexity of the procurement.

Exceptions

Certain expenses are routinely incurred without the issuance of purchasing documentation. These expenses typically include the following types of items:

- A. Emergencies coordinated through the Finance Department - A procurement requisition shall be submitted as soon as possible.
- B. Payroll reimbursement, taxes, deductions, and associated benefit payments pursuant to staffing plans and fringe benefit plans.
- C. Fuel and Use Taxes.
- D. Reimbursement of petty cash.
- E. Non-Contract temporary help.
- F. Travel expenses, travel advances and employee expense reimbursements.
- G. Conferences, staff seminars and workshops.
- H. Utilities.
- I. Medical expenses.

- J. Legal expenses.
- K. Insurance.
- L. Routine and re-stocking of office supplies.
- M. Dues & Subscriptions

Approvals of Purchase Requisitions, Purchase Orders, Blanket Purchase Orders and Petty Cash

<u>Dollar Limits</u>	<u>Approval</u>
Up to \$25,000	Executive Director or Finance Manager
Over \$25,000	Executive Director with Board of Directors approval

All capital procurements of office furniture and equipment must be coordinated through the Executive Director.

Petty cash shall be limited to a maximum approved by the Authority Board on hand at any one time and shall be held by the Finance Manager. Petty cash should be used only for small, incidental expenses where other payment methods are impractical. Appropriate uses include office supplies, minor equipment repairs, and emergency purchases that require immediate payment. Petty cash should not be used for large purchases, recurring expenses, employee salaries, or personal reimbursements. Petty cash should be securely held in a locked cash box or safe, with access restricted to the Finance Department. The Finance Manager is responsible for maintaining accurate records, tracking disbursements, and ensuring the fund is replenished promptly through a formal request process when it reaches a minimal balance. All petty cash expenses must be documented with receipts and included in a detailed expense report, which must be reviewed and approved by the Executive Director before replenishment.

CHAPTER 3: METHODS OF PROCUREMENT

Procurement using FTA funds require special circumstances that are specifically outlined in Chapter 15 which may supersede the requirements in Chapter 3.

Purchase Amount	Signing Authority	Goods	Services	Public Works	Payment Methods	Contract	Buy America Build America	DBE
Up to \$15,000	Executive Director, Directors or Designee	Micro	Micro	Bid Davis Bacon Wages over \$2,000	Purchasing Checklist, A/P ACH, Check or Authority Credit Card	No	No Build America for Construction	No specific requirement other than Authority DBE Goals
\$15,001 - \$25,000	Executive Director or Designee	SPP	SPP	Bid Davis Bacon Wages over \$2,000	A/P ACH or Check Authority Credit Card (only under special circumstances)	Yes	No Build America for Construction	No specific requirement other than Authority DBE Goals
\$25,001 - 249,999	Executive Director with Board Approved Budget	SPP	SPP	Bid over \$200,000 Davis Bacon Wages over \$2,000	A/P ACH	Yes	FTA Above \$150,000 (See Ch 15) Build America for Construction	Authority DBE Goals Depends on Funding Source
\$250,000 and above	Executive Director with Board Approval	RFP Sealed Bid Alt Procure	RFP Sealed Bid Alt Procure	Bid Board Davis Bacon Wages over \$2,000	A/P ACH	Yes	FTA Above \$150,000 (See Ch 15) Build America for Construction	Authority DBE Goals Yes
Sole Source	Applies to all categories above as shown in this policy							
Emergency	Applies to all categories above as shown in this policy							
Blanket PO	Office supplies, fuel purchases, utilities, subscriptions, memberships, insurance, employee reimbursements							
Notes:								
Simplified Purchase Process (SPP): Generally, involves less formal procedures and fewer documentation and approvals.								
Three Quotes: Required for purchases between \$15,001 and \$250,000, where applicable.								
Formal RFQ/RFP: Required for detailed procurement processes, including for purchases over \$250,000, with board approval								
Contract Required: Indicates whether a formal contract is necessary, which generally applies for higher amounts and more formal procurement processes.								
Contract Review: Legal compliance, terms and conditions, scope of work, financial terms, risk management and necessary approval.								

Procurement by Micro-Purchases

Materials, Supplies, Equipment Public Works and Services equal to or less than \$15,000.

Procurement by micro-purchases are those purchases up to \$15,000. Purchases below that threshold may be made without obtaining competitive quotations if the Authority determines that the price is fair and reasonable based on research, experience, purchase history or other information and documents. This determination and how it was made shall be documented. Such purchases are exempt from Buy America requirements. However, Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding \$2,000. There should be equitable distribution among qualified suppliers and no splitting of procurements merely to come within the micro-purchase limit.

Procurement by Small Purchase Procedures

Materials, Supplies, Equipment and Services and Public Works that are greater than \$15,000 and less than or equal to \$250,000 (Public Works Projects greater than \$200,000).

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property valued greater than \$10,000 but not exceeding \$250,000. If small purchasing procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. The Authority must make the determination that the price offered is fair and reasonable utilizing a price or cost analysis. The award is made to the proposer offering the bid or proposal most advantageous to the Authority. Small purchases can be solicited utilizing a quotation that contemplates award to the lowest evaluated price or may consider factors in addition to price. The Request for Quotation shall specify the basis for award consistent with the principles of bidding and competitive negotiations contained herein.

This process is to be documented on the bid record contained in the file documentation. A record indicating the procurement method used, the contract type, why the vendor was selected, what vendors were solicited, and how the price was determined fair and reasonable at a minimum should be documented in the procurement file. Award will be made to the firm that complies with the provisions of the request for quotations and provides the lowest responsive and responsible price or best value to the Authority. Procurements shall not be reduced in size or divided to avoid the additional procurement requirements applicable to larger acquisitions if under \$150,000/\$250,000.

Procurement by Formal Purchase Procedures

Materials, Supplies, Equipment, Services greater than \$250,000 (Public Works Projects greater than \$200,000).

Formal Purchases require an appropriate formal competitive procurement process and must

have the approval of the Board of Directors. Technical specifications and requirements will be prepared and submitted to the Executive Director who will prepare and release appropriate Invitations for Bids (IFBs), Request for Proposals (RFPs), or Request for Qualifications (RFQs). Authorization from the Board of Directors is necessary to award an IFB, RFP or RFQ.

A record indicating the procurement method used, the contract type, an independent estimate, why the vendor was selected, and how the price was determined fair and reasonable at a minimum should be documented in the procurement file.

Procurements by Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the overall lowest and best.

A. In order for sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two or more responsible bidders are willing and able to compete effectively for the business;
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the bases of price.
4. No discussion with bidders is needed.

B. If this procurement method is used, the following requirements apply:

1. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening bids;
2. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
3. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;
4. Payment discounts will only be used to determine the low bid when prior

experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented business reason.

Procurements by Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer (i.e., proposal). Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used the following requirements apply:

1. Requests for proposals will be publicized. All evaluation factors will be identified along with their relative importance.
2. Proposals will be solicited from an adequate number of qualified sources.
3. The Authority will have a method in place for conducting technical evaluations of the proposals received and for selecting awards.
4. Awards will be made to the most responsible firm whose proposal is most advantageous to the Authority's program with price and other factors considered.

Procurement of Architectural and Engineering Services (A&E)

The Authority will use competitive proposal procedures based on the Brooks Act when contracting for A&E services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer. The Brooks Act requires that:

1. All offeror's qualifications be evaluated;
2. Price be excluded as an evaluation factor;
3. Negotiations be conducted with only the most qualified offeror; and
4. Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.

This "qualifications-based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services

even though a firm that provides A&E services is also a potential source to perform other types of services.

These requirements apply except to the extent any state adopts or has adopted by statute a formal procedure for the procurement of architectural and engineering services.

Procurement by Noncompetitive Proposals (Sole Source)

- A.** Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources or competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.
 - 1.** Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - a.** The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.
 - b.** The item is available only from a single source.
 - c.** The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - d.** FTA and/or Caltrans authorizes a noncompetitive procurement in response to a written request from the Authority; or
 - e.** After solicitation of a number of sources, competition is determined inadequate.
- B.** The Authority must first certify in writing:
 - 1.** That such manufacturer or supplier is the only source for such item; and
 - 2.** That the price of such item is no higher than the price paid for such item by like customers.
- C.** A cost analysis is required to verify the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit.

Procurement by Design-Build

Additionally, the California Code, Public Contract Code - PCC § 22160 authorizes the use of

the design-build method of project delivery, using a best value procurement methodology as described in Chapter 4.

Cooperative Purchases/Piggybacking

By California State legislation, the Department of General Services, State Office of Procurement, may act as the buying agent for political subdivisions of the state. The purpose of the State Cooperative Purchase Program is to enable government entities to take advantage of discount prices available through volume purchases.

The Authority may enter into cooperative purchasing agreements with other governmental agencies. When FTA funds are utilized for non-state cooperative purchases, the Authority must comply with piggybacking rules and regulations promulgated by the FTA. In particular, the Authority's estimated quantities must have been contemplated in the original award agreement and the contract must contain an assignment clause that authorizes assignment of contractual rights to the Authority.

Options

The Authority may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the Authority chooses to use options, the requirements below apply:

- A. Evaluation of options. If required in the solicitation, the option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.
- B. Exercise of Options.
 - 1. The Authority must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.
 - 2. An option may not be exercised unless the Authority has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

CHAPTER 4: CREDIT CARD POLICIES

Introduction

The El Dorado Transit Authority credit card is a purchase card system benefiting the Authority and the Authority's authorized user of the credit card by allowing purchases to be made from vendors for certain types of goods and/or services that are not available through other procurement means or from other vendors.

Credit Card Policy

Usage of the Authority's credit card is allowed at the discretion of the Executive Director or Finance Manager to current employees who are granted El Dorado Transit purchasing authority. Delegation of Authority purchasing authority governs the use of the credit card as a tool for purchasing materials and services costing less than \$3,000; use of this card is restricted to the purchasing of those goods or services that **cannot** be procured through normal procedures. All goods and services purchased by the Authority should be acquired through credit extended by the Authority's vendors to the Authority whenever possible and paid by approved invoice within the agreed credit terms of the vendor. This is also applicable to all telephone and internet orders.

The card user agrees to comply with all applicable Authority policies and procedures and this agreement.

Compliance with Policy, Violations and Consequences

Purchases made under this credit card policy and agreement shall comply with all aspects of the Authority's Purchasing Policy.

Card user violations of this agreement or of any policy regarding the purchase of goods or services will be investigated and may result in any or all of the following actions, but not limited to written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action, termination and/or criminal prosecution. Human error and extraordinary circumstances may be taken into consideration when investigating any violation of this agreement.

The Executive Director or Finance Manager have the authority to investigate and to determine whether a violation of purchasing or credit card policy has occurred and to determine action deemed most appropriate pursuant to applicable law and/or Authority policy.

Violations of credit card usage include but are not limited to:

- A. Purchase of items for personal use
- B. Purchase of items in violation of the Authority's travel policy
- C. Use of the credit card for cash advances
- D. Exceeding the credit card account credit line limit
- E. Use of the credit card for purchases of more than \$3000 by splitting similar purchases into more than one transaction
- F. Failure to return the credit card when card user is reassigned, terminated or upon request
- G. Failure to turn in packing slips, receipts or other back up documentation to the Authority Finance Department with monthly credit card statement
- H. Sharing the credit card or card account number with unauthorized users
- I. Ownership and Cancellation of the Credit Card

The credit card remains property of the issuing company. It may not be transferred to, assigned to, or used by anyone other than an authorized user of the Authority. Users of the credit card are accountable for the activity on the card. The issuer or the Authority may suspend or cancel user privileges at any time for any reason. If the user is in possession of a card, the user will surrender the credit card upon request to the Authority or to any authorized agent of the issuer.

Receipts

It is the responsibility of each credit card user to obtain transaction receipts from the merchant each time the credit card is used, including telephone and internet charges. Transaction receipts are to be reconciled against the monthly credit card statements promptly once received from the Finance Department. Failure to provide the required documentation for payment processing may subject the user to loss of credit card privileges and may cause the amount charged to be classified as a personal purchase by the card user. The Authority shall keep statement data and proof of reconciliation, including receipts and packing slips, on file for a period consistent with the record retention requirements of the law.

Failure to provide receipts will require direct reimbursement from the authorized user.

Disputed Items

It is each user's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.

Safeguarding an Issued Credit Card

An issued credit card or card account number should always be treated with utmost care and should be kept in a secure location and protected from misuse by unauthorized users. When using the credit card for internet purchases, users should ensure that the site utilizes industry recognized encryption transmission tools.

Lost or Stolen Credit Cards

If a credit card is lost or stolen, contact the Authority Finance Department immediately, who will make contact with the issuer and take the appropriate steps to protect the account from unauthorized purchases.

Authorization

Authority employees must receive approval from the Executive Director and/or Finance Manager to have permission to use the Authority's credit cards. Any additions or deletions to this authorized list will require same method of notification.

The credit card may be used only by Authority authorized users who have authority to buy goods and services on behalf of the Authority. Each user is responsible for ensuring safeguard of the credit card information.

The Finance Manager helps ensure the proper use of credit cards by overseeing the Authority implementation and use of the card and/or account number.

Responsibility of Credit Card Users

Authorized employees must use the card responsibly and in accordance with this policy. Credit card user responsibilities include, but not limited to:

- A. Purchasing items for Authority business use only
- B. Never lending or sharing the credit card or card account number with unauthorized users
- C. Purchasing only goods and services that have received prior authorization through following of the Authority's requisition process and which are in accordance with the Authority's Purchasing Policy

- D. Knowing the credit card limitations and restrictions as provided by the Authority Finance Department
- E. Returning the credit card to the Finance Manager, as appropriate
- F. Forwarding proof of purchase documents, such as sales receipts or computer print-outs, to the Finance Department promptly following receipt of monthly credit card statement

Finance Manager Responsibilities for the Credit Card Program

The Finance Manager and/or designee is responsible for:

- A. Implementation of the credit card use policy
- B. Timely reconciliation of credit card accounts
- C. Appropriate record keeping
- D. Knowing the credit card limitations and restrictions
- E. Developing and implementing internal procedures that govern Authority use of the credit cards
- F. Sharing new program information with authorized users
- G. Answering questions about use of cards
- H. Monitoring card usage to ensure that Authority policies, and internal policies and procedures are being followed
- I. Assigning credit card privileges to authorized users
- J. Communicating with the Executive Director when new or modified cards are necessary and requesting new cards from an approved issuer
- K. Communicating with the Executive Director when card cancellations are necessary and terminating of accounts and individual authority to use cards

CHAPTER 5: ALTERNATIVE PROJECT DELIVERY METHODS

The following alternative project delivery methods apply to both non-FTA and FTA funded projects. Staff should review specific FTA requirements outlined in Chapter 15.

Design-Build

The Authority may procure design-build contracts for public works projects in excess of one million dollars (\$1,000,000) in compliance with federal, state and local requirements. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2).

Procurement Method Determined by Value.

First, the recipient must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.

- (a) **Construction Predominant.** The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based “Brooks Act” procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.
- (b) **Design Services Predominant.** In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the “Brooks Act,” 40 U.S.C. Sections 1101 through 1104, California Public Contract Code - PCC § 22160 authorizes the use of the design-build method of project delivery, using a best value procurement methodology.

Progressive Design Build

The Authority may procure progressive design-build contracts and use the progressive design-build contracting process described in the California Public Contract Code - PCC § 22170 et seq. for up to 15 public works projects in excess of five million dollars (\$5,000,000) for each project. Progressive Design-Build means a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.

CHAPTER 6: CAPITAL PURCHASE PROCEDURES

Determination of Capital Purchases

Capital purchases consist of items that are:

- A.** Non-expendable tangible property which costs at least \$1,000 and has a useful life of more than one (1) year.
- B.** Costs associated with the construction of buildings and facilities.
- C.** Real property.
- D.** Expendable incidentals, labor force account, overhead and other costs associated with a capital purchase.

All capital purchases should be included in the annual capital budget.

All capital expenditures which are not included in the capital budget must be approved by the Executive Director prior to the commitment of funds.

Procedures for Capital Purchases

- A.** Applicable Project Lead:
 - 1.** Determines purchasing requirement and prepares a Capital purchase requisition using purchase requisition processing as outline in Chapter 2.
 - 2.** Obtains/creates support documents for the purchase requisition as necessary. (Technical specification, Scope of Work, Plans, etc.)
 - 3.** Obtains required approval for the requisition via the Hierarchy of Approval (See Chapter 2).
 - 4.** Reviews the requisition for verification of Funding availability.
 - 5.** Determines method of procurement based on Authority purchasing policies and requirements on the purchase requisition.
 - a.** If \$10,000 or less, purchases item from appropriate source at a price determined as fair and reasonable and documents how the determination was made.
 - b.** If more than \$10,000 and not over \$250,000, obtains price and rate quotations from an adequate number of qualified sources.
 - c.** If greater than \$250,000, conducts independent cost estimate and solicits competitive bids.
 - 6.** Conducts Cost & Price Analysis.
 - 7.** Requests Board approval if needed.

8. Selects Vendor.
- B.** Upon receipt of goods, applicable Staff:
1. Verifies merchandise or material have been received.
 2. Verifies merchandise or material to the corresponding order.
 3. Signs and forwards packing slip/invoice to Accounts Payable.
- C.** DBE Officer (when Applicable)
1. Receives capital check register.
 2. Verifies DBE compliance and forwards to Grants Administrator.
- D.** Finance Department – Accounts Payable.
1. Processes Capital/Grant check payments.

CHAPTER 6: NON-CAPITAL PURCHASE PROCEDURES

Introduction

This chapter sets forth the procedure for the procurement of non-capital supplies, material, equipment and services. These purchases shall be made competitively except where it is clearly in the best interest of the Authority to accomplish such purchases by less formal methods.

- A. Competition and Price Reasonableness.** Purchases not exceeding \$5,000 may be accomplished without securing competitive quotations if the prices are considered to be fair and reasonable.

Reasonableness of a proposed price may be determined by comparison of the proposed price with:

1. Prices found reasonable on recent previous purchases.
2. Current price lists.
3. Catalogs.
4. Advertisements.

5. Similar items in a related industry.
6. Purchasing Agent's/Buyers knowledge of the item being procured.

Purchases greater than \$5,000 and not exceeding \$250,000 may be accomplished by obtaining price or rate quotations from an adequate number (minimum of two) of qualified sources.

Purchases in excess of \$250,000 require formal competitive bidding.

Procedures for Non-Capital Purchases

A. Applicable Project Lead:

1. Determines purchasing requirement.
2. Obtains support documents for the purchase requisition as necessary. (Technical specification, Scope of Work, Plans, etc.)
3. Obtains required approval for the requisition.
4. Determines method of procurement based on Authority purchasing policies and requirements on the purchase requisition.
 - a. If not over \$5,000, purchases item from appropriate source at a price determined as fair and reasonable, documenting how the determination was made.
 - b. If greater than \$5,000 and not exceeding \$250,000, obtains price or rate quotations from an adequate number (minimum two) of qualified sources.
 - c. If greater than \$250,000, conducts independent cost estimate and competitive bids are solicited.
5. Conducts Cost & Price Analysis.
6. Selects Vendor.

B. Upon receipt of goods, applicable Staff:

1. Verifies services or goods have been received.
2. Verifies merchandise or material to the corresponding order.
3. Signs and forwards packing slip/invoice to Accounts Payable.

C. Finance Department – Accounts Payable.

1. Processes payment.

CHAPTER 7: SOLE SOURCE NON-COMPETITIVE NEGOTIATION

Policy

Consistent with the plans and programs of the Authority, purchase requirements for goods or services estimated to exceed \$250,000 should be competitively bid. Sole Source Non Competitive Negotiation for goods or services shall be allowed only on an exceptional and fully documented basis if: (1) an emergency situation exists requiring immediate action (in order for this authority to be used, the need must be compelling and of unusual urgency), (2) only one vendor exists, (3) upon receiving a single bid or single proposal in response to a solicitation with adequate competition, or (4) SacRT and/or Caltrans authorizes after determining competition was adequate.

Justification Procedure

Each sole source selection decision exceeding \$250,000 must be supported by documentation which justifies the selection of the specified contractor. The following will guide in preparing the sole-source justification:

- A. Solicit offers from as many potential sources as is practicable under the circumstances.
- B. If the Authority decides to solicit an offer from only one source, the Authority will justify its decision adequately, in writing.
- C. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.
- D. Submit the proposed procurement to SacRT/Caltrans for pre-award review if SacRT/Caltrans so requests.

Procedures for Sole Source Non-Competitive Procurements

- A. Identify requirements, prepare specifications and process approved Purchase Requisition.
- B. Prepare written sole-source justification.
- C. Develop pre-negotiation objectives.

- D. Solicit price proposal from vendor.
- E. Perform cost and/or price analysis, determine reasonableness of vendor's price and certify that the price is fair and reasonable.
- F. If required, obtain SacRT/Caltrans authorization.
- G. Prepare contract documents.
- H. If grant-funded, review for adherence to SacRT/Caltrans Guidelines.
- I. Forward contract to contractor for execution.

CHAPTER 8: NEGOTIATION AND SEALED BID PROCUREMENT REQUIREMENTS

Introduction

This chapter outlines the Authority's procedures for competitive bids and negotiated procurements. It is applicable to all equipment and construction procurements of the Authority, over

Policy

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

1. Unreasonable requirements placed on firms in order for them to qualify to do business;
2. Unnecessary experience and excessive bonding requirements;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive awards to any person or firm on retainer contracts;
5. Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the Authority; a contractor's objectivity in performing the contract work is or might

be otherwise impaired; or a contractor has an unfair competitive advantage;

6. The specification of only a “brand name” product without listing its salient characteristics and not allowing “an equal” product to be offered.
7. Proposals or qualifications leading to a negotiated procurement or competitive bid should be formally advertised and solicited from at least three potentially qualified proposers in order to obtain the greatest possible competition. Authority technical personnel are responsible (with consultant assistance as required) for providing the technical specifications and drawings for equipment, materials and construction contracts.
8. Requesters are responsible for providing additional and special terms and conditions to cover such items as material delivery dates, progress reporting requirements and selective contract controls, together with the technical requirements, to the Finance Department.

Time and Material Contracts

The Authority will use time and material contracts only:

1. After a determination that no other type of contract is suitable; and
2. If the contract specifies a ceiling price that the contractor shall not exceed, except at its own risk.

Procedures

Project Lead is responsible for assembling the Invitation For Bid (IFB) or Request For Proposal (RFP) package. An IFB package includes a bid form covering all items to be bid, technical specifications, the special terms and conditions recommended by the appropriate departments, and any contractual provisions or standard clauses required by the federal government (e.g., EEO compliance, minimum wage rates, bid guarantees and bonding requirements). An RFP contains similar provisions plus a Statement of Work, the contract terms and conditions, and the evaluation criteria that will be utilized to determine Proposer selection.

All IFB's and RFP's shall be based on a clear and accurate description of the technical requirements for the material, product or service to be procured. Such requirements shall not contain features which unduly restrict competition.

All departments and groups involved in the preparation of the bid package, IFB or RFP shall review the portions for which they are responsible. When all reviews have been completed and approvals obtained, Project Lead will issue the final documents.

Procedures for Preparation of Solicitation Documents

The Executive Director or the Designated Employee is fiduciarily responsible for preparation of the IFB/RFP and may utilize staff to implement solicitations on his or her behalf. The RFP will identify for the proposer the types of technical expertise which are required for the particular job. The proposers will then be evaluated on their competence in those areas. The technical criteria must be listed in the RFP so that the proposer is aware of the items and their relative emphasis.

A. Prepare a Draft IFB/RFP

- 1.** Develop the Scope of Work and any required technical specifications, drawings, plans, photographs, etc.
- 2.** Conduct an Independent Cost Estimate to serve as a benchmark for evaluating cost proposals.
- 3.** Establish realistic procurement schedule.
- 4.** Develop and incorporate the appropriate "boilerplate" of Terms and Conditions.
 - a.** If FTA funded, include required clauses and Forms.
 - b.** Check for insurance or bonding requirements.
- 5.** Specify number of proposals to be submitted. (i.e.. An electronic copy, an original and three copies for an RFP Review Committee of three).
- 6.** Specify evaluation criteria.
- 7.** Pre-Bid/Pre-Proposal Conference

If a Pre-Bid or Pre-Proposal Conference is deemed necessary, include this information in the Bid or Proposal solicitation document and schedule a room for this meeting.

The meeting will be chaired by the person responsible for the procurement and will cover at least the following issues:

- Instruction to offerors
- Funding source
- Contract type
- Evaluation Criteria
- Specific points that need to be addressed in Proposals

- DBE goal if established
- Critical dates
- Bonding requirements
- Answer questions regarding the Terms and Conditions of the Agreement/Contract
- Answer questions regarding the Scope of Work, Technical Specs, Plans, etc

Addenda

All changes to IFB/RFP will be made by issuing written Addenda. This Addenda will be issued to all who attended the Pre-Bid or Pre-Proposal Conference or received a Bid or Proposal packet. Receipt of this Addenda must be indicated on the Bid or Proposal form.

Guidelines for The Evaluation of Request for Proposals

Proposals for professional services contracts are evaluated in terms of responsibility and responsiveness by an evaluation team. Emphasis is placed on the technical expertise of the firm, both in terms of past efforts and proposed approach to the project. While price is a consideration, it is not necessarily the determining factor. The objective is to select the firm or individual that can best perform the services or supply the material or equipment most suitable to the Authority after price and other factors have been considered.

Following the receipt of sealed proposals, several steps are normally completed prior to the selection of a firm to do the work.

- A. Proposals are opened privately. Strict confidentiality as to the nature and cost of the proposal are maintained throughout the negotiation process. Only after award of the contract is the successful firm revealed to the public and the terms and conditions made known.
- B. Evaluation Team. In order to evaluate the proposals received, a team is formed that would typically consist of staff members and, on an as needed basis, representatives from other agencies. In some cases independent consultants may be retained to provide particular expertise to the Authority as part of the review team. The team members are to have experience with and responsibility for the disciplines that will be involved with the project. The DBE Officer may also be a member of the team. The review team shall be approved by the Executive Director.
- C. Evaluation Criteria. Included in the RFP is a list of the evaluation criteria which will be used by the evaluation team in reviewing the proposals. Criteria is listed numerically in order of importance (some criteria may have sub-criteria). Typically, the evaluation criteria or factors will relate to the areas of technical expertise, project approach, experience of firms personnel and completeness of response. Project cost may or may not be evaluation criteria.

1. **Project Approach:** The proposer will be evaluated on their understanding of the nature and scope of the work to be performed. The evaluation committee will consider both organization and experience with attention to factors such as:
 - a. Experience and make-up of the firm.
 - b. Experience of key personnel assigned to the project.
 - c. Experience with government agencies.
 - d. Experience with transit projects.
 - e. Past achievements.
 - f. Commitment of key personnel to the project.
 - g. Suitability of equipment/service to the Authority.
2. **Disadvantaged Business Enterprise:** Bids or Proposals that do not meet or exceed established DBE goals and it is determined good faith efforts were not sufficient, the Bid/Proposal may be considered non-responsive.
3. **Cost and Price Information:** The following criteria will be used in the evaluation of cost proposals.
 - a. Clarity and visibility of proposed cost breakdown for the proposal and its subcontractors and sub-consultants.
 - b. Credibility of labor hours and dollar cost estimates when related to the proposed project approach.
 - c. Total price.

The Authority will require finalists to submit evidence to ensure the proposer's financial capability to perform the effort required by the RFP.

- D. Evaluation Form.** An evaluation form will be used by team members in evaluating the proposals. The form must be based on the criteria listed in the RFP.

The evaluation team members individually evaluate the proposals and fill out the evaluation form. A team meeting is held to discuss individual evaluations and determine a consensus ranking and decide how many proposers are to be invited for oral interviews. The number interviewed varies depending on the size and importance of the project and the quality of proposals received. Oral interviews are not

mandatory.

- E. Oral Interviews. The team members prepare a list of questions that they may ask the proposers during the oral interviews. These questions generally address items that are not sufficiently covered by the proposers in the proposals, or that require further clarification.
- F. Selection. Upon completion of the interview, the evaluation team members re-evaluate their original recommendations and discuss the oral performance of the proposers and their previously submitted proposals. A final selection is then made based on oral performance; proposal evaluation of responsiveness and responsibility; and telephone reference information. The selection of the single source or several sources deemed within the competitive range is then used for cost and/or price negotiations in the recommended order of selection. Evaluators will substantiate each rating with a brief narration explaining their evaluation.

Negotiation with the Selected Proposer or Proposers within a Competitive Range

- A. Establish initial meeting with selected Proposer.
- B. Provide detailed information to Proposer consisting of:
 - 1. Detailed schedule for negotiations and contract execution.
 - 2. Discuss proposed contract type.
 - 3. Discuss and/or provide any new or additional information available regarding the project.
 - 4. Solicits "Best And Final Offer".
- C. Request the following information from the Proposer:
 - 1. Name, address, and phone number of any federal or state agency which has audited the contractor's direct and indirect rates in the past two years. Provide a copy of any written approvals or agreements which may exist.
 - 2. Labor rates by job classification and the basis of the rates.
 - a. Full disclosure of proposed rates.
 - b. List of overhead accounts and dollar amounts for each.
 - 3. Basis of application and allocation.

- a. Identify and explain any recent changes or deviation in burden formulation.
- 4. Insurance certificates are required prior to contract execution.
- D. Determine the need, utility, and availability of a pre-contract audit. Company preference is in the order of the following list:
 - 1. Use current, existing audit information from federal or state agency.
 - 2. Obtain new audit through a third party.
 - 3. Perform desk audit of information obtained from Proposer.
 - 4. Debrief unsuccessful proposers as needed.

Documentation (Procurement Summary)

Procurement Summary shall include but not be limited to the rationale for:

- A. Method of procurement rationale.
- B. Selection of contract type.
- C. Reason for contractor selection.
- D. Basis for the contract price.
- E. Cost and Price Analysis.
- F. Changes to standard terms and conditions.
- G. Unusual circumstances or agreements.
- H. Determination that the Contract Amount is fair and reasonable.

The Authority will use time and material type contracts only after a determination that no other type of contract is suitable; and, if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

Contract Preparation

The Executive Director (or designee) in coordination with the Authority Legal Counsel will prepare the negotiated contract and review for accuracy and completeness. This review

should verify the following:

- A. Placement of Insurance and Claims requirements on program sheet.
- B. Consistency of prices with:
 - 1. Award Page.
 - 2. Consideration Article.
 - 3. Cost and Price Analysis.
- C. Contract documents are complete and properly listed on the Award Page.
- D. Contractor's name is consistent on all pages.
- E. Period of Performance is consistent on Award page and performance Article.
- F. Index is completed to match the Articles.
- G. Contract must be signed by Contractor's authorized representative/s and the Authority's Executive Director.

In addition, the Project Lead and Finance Manager (or designee) shall:

- A. Prepare Purchase Requisition and verify amount is sufficient.
- B. Prepare two (2) duplicate originals of Contract and transmittal letters.
- C. Review final contract and letter.
- D. Mail to Contractor.
- E. Follow up progress with Contractor.
- F. Prepare transmittal letter for signature.
- G. Mail fully executed contract and transmittal letter.
- H. Make internal distribution

Confidentiality of Proposals

Information on the Proposer's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality unless a court of competent jurisdiction orders disclosure.

Guidelines for the Evaluation of Sealed Bids

An Invitation For Bid is formally advertised in local and/or national newspapers, magazines or trade publications. In addition, bid lists, DBE Directory and letters of interest are reviewed for qualified/interested vendors.

- A. Sealed bids are received and opened at time and place specified in IFB. Bids are opened publicly and bid amounts become knowledge of all bidders.
- B. Bidders may not modify bids after they have been opened. Bid price offered is a "best price offer".
- C. Bid bonds, if required, must accompany bid.
- D. In awarding bid, consideration will be given to price, financial responsibility of the bidder, responsiveness to the IFB, suitability of the labor and/or material offered and DBE participation, if requested.
- E. In the event a single bid is received, the Authority may conduct a price or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost elements. Where it is impossible to obtain a valid price analysis, it may be necessary for the Authority to conduct a cost analysis of the bid price.
- F. Firm fixed price contract is awarded.

Contract Cost and Price Analysis for Every Procurement Action

The Authority will perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Authority will make independent estimates before receiving bids or proposals.

- A. Cost Analysis. A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.,) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.

A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

- B. Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

- C. Profit. The Authority will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- D. Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles. The Authority may reference its own cost principles that comply with applicable Federal cost principles.
- E. Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Payment Provisions in Third Party Contracts

- A. Advance Payments. FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.
- B. Progress Payments. The Authority may use progress payments provided the following requirements are followed:
 - 1. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
 - 2. When progress payments are used, the Authority must obtain title to property (materials, work in progress, and finished goods) for which progress payments are made. Alternative security for progress payments by irrevocable letter of credit or equivalent means to protect the grantee's interests in the progress payments may be used in lieu of obtaining title.
- C. Prompt Payment To Subcontractors. Contractor must pay subcontractors for satisfactory performance of their contracts no later than 10 days from the receipt of payment made to the contractor by the Authority. Prompt return of retainage payments from the contractor to the subcontractor(s) will be made within 15 days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with the Authority's prior written approval. If the contractor

determines the work of the subcontractor to be unsatisfactory, it must notify the Authority immediately in writing and stating the reasons. Failure by contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

Liquidated Damages Provisions

The Authority may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine.

The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Liquidated damages may be applied if a contractor fails to achieve Disadvantaged Business Enterprise (DBE) goal established by the Authority at time of contract award or later modified, the contract payments will be reduced as liquidated damage and not as a penalty by an amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar amount of documented DBE participation in the contract.

Use of GSA Schedules And Excess Or Surplus Federal Property

The Authority may use Federal supply schedules (FSS) of GSA for the procurement of certain goods and services. Price lists are available from participating GSA contractors and may include an administrative fee for GSA in the price of items on the schedule. The Authority must contact GSA for guidance on using the GSA supply schedules.

The Authority is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property, whenever such use is feasible and reduces project costs.

Intergovernmental Procurement Agreements

To foster greater economy and efficiency, the Authority is encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services. The requirements and standards of this manual apply to procurements entered into under such agreements using FTA funds. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

Cargo Preference--Use of United States-Flag Vessels

The Authority agrees to comply with U.S. Maritime Administration regulations, "Cargo

Preference - U.S. Flag Vessels in FTA funded projects, to the extent those regulations apply to procurement of equipment, materials, or commodities suitable for transport by ocean vessel.

Preference for Recycled Products

To the extent practicable and economically feasible, the Authority agrees to provide a competitive preference for recycled products in FTA funded projects pursuant to U.S. Environmental Protection Agency guidelines.

Use of Value Engineering in Construction Contracts

The Authority may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost.

Awards to Lowest Responsive, Responsible Contractor

The Authority will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources.

Advertisement of IFBs and RFPs

A notice of an Invitation for Bid or Request for Proposal will be prepared by the Authority and will be advertised as a public notice and mailed to an adequate number of known vendors listed in the Authority's vendor file and other available directories.

Public notice must be published in a newspaper of general circulation in sufficient time prior to the date set for IFB/RFP closing. The notice must include the following minimum information:

- A. A general description of the service or goods to be purchased.
- B. The location of the bid forms and detailed specifications.
- C. Time and location of any Pre-Proposal or Pre-Bid Conference.
- D. The IFB/RFP submittal location and time and date.

CHAPTER 9: CONTRACT ADMINISTRATION

Role of the Executive Director

The Executive Director shall be the authorized representative of the Authority and shall assume the primary role for purposes of communicating with all vendors, suppliers, and contractors as to the commencement and progress of the contract. The Executive Director may, depending upon the peculiarities of the specific procurement, assign this responsibility to the Project Manager or any other appropriate employee, hereafter referred to as the Designated Employee. This delegation of authority shall be made known to the vendor, supplier, or contractor involved.

The role of the Executive Director/Designated Employee in reference to contract administration can be divided into the following areas:

- A.** Performance Monitoring - Ensure that the supplier provides the goods and services desired at the appropriate location and time.
- B.** Financial Monitoring - Ensure that the supplier provides the product at the required price and component costs with all other financial considerations met.
- C.** Compliance Monitoring - Ensure that the supplier complies with the terms and conditions of the agreement.
- D.** Self-Certification - Ensure “self-certification” in the Annual Certification/Assurance process.
- E.** Master Agreement – Ensure that the Authority refers to “Master Agreement” which contains a comprehensive list of the requirements applicable to the FTA program, including procurements.
- F.** Forms Submittal - Ensure that the following forms, as applicable, are received before contract award:
 - 1.** Debarment and Suspension – The Authority will refrain from awarding any third party contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal Procurement or Non- procurement Programs”, implementing Executive Orders Nos. 12549 and 12689, “Debarment and Suspension”. Before entering into any sub-agreement with a sub- recipient, the Authority agrees to obtain a debarment and suspension certification from each prospective sub-recipient containing information about the debarment and suspension status and other specific information about the sub-recipients and its “principals”. Before entering into any third-party contract

- exceeding \$100,000, the Authority agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third party contractor and its “principals”. The Authority will require each third-party contractor to refrain from awarding any third-party subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$100,000.
2. Interest of Members of or Delegates to the United States Congress – The Authority will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived there from.
 3. Bonus or Commission – The Authority will affirm that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for a project.
 4. Restrictions on Lobbying – The Authority will not use Federal assistance funds to support lobbying. The FTA will not make any Federal assistance available to the Authority until FTA has: (a) received Authority’s certification that the Authority has not and will not use Federal appropriated funds to pay any person or organization to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award from which funding for the project in originally derived, and (b) the Authority’s statement disclosing any lobbying with non-Federal funds that has taken place in connection with obtaining any Federal financing ultimately supporting the project. The Authority will provide FTA a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party contractor at any tier or sub-recipient at any tier.
 5. Buy America – The Authority will comply with FTA’s Buy America regulations 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract financed by the Grant Agreement or Cooperative Agreement.
 6. Build America, Buy America – The Authority will comply with FTA’s Build America, Buy America regulations 2 C.F.R. Part 184, and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract financed by the Grant Agreement or Cooperative Agreement.
 7. Bidders List of Participating Firms – The Authority will maintain a bidders list to count all firms that are participating in, or attempting to participate in all DOT assisted contracts as required in 49 CFR Part 26 §26.11.

8. Levine Act - The Authority prohibits any Authority Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$500, or the amount defined by Government Code Section 84308, from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Authority Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Maintenance Of Procurement Records

The Authority shall maintain a procurement contract file for each Authority contract. This file shall contain all records that sufficiently document the significant chronology of the contract, including all formal and informal communication between the Authority and the vendor, supplier, or contractor. The file shall include but not be limited to the following records:

- A. Any and all documents evidencing the rationale for the method of procurement.
- B. Any and all documents relating to the selection or rejection of vendor, supplier, or contractor.
- C. Any rationale for selection of the contract type.
- D. The basis for the contract price.

Contract Amendments and Change Orders

- A. Contract amendments shall be used pursuant to any changed Article in the basic contract when it becomes necessary to change the contract cost and/or fee, Statement of Work, Period of Performance, or any other mutually agreeable change to the Contract. All Contract Amendments must be executed in writing by the authorized representative of the Contractor and the Authority.

Additions and/or increases in the Scope of Work may constitute a new procurement either by exceeding authorized procurement thresholds identified in this manual or if they are found to significantly differ in content and, as such, will be processed in the prescribed manner or the additional requirements may be formalized by Contract Amendment. The Project Manager shall coordinate the requirement for a Contract Amendment as soon as the need is known and shall provide the necessary documentation to permit the Amendment to be processed in the most expeditious manner to prevent delays in the Project Schedule.

The minimum documentation required to formalize a Contract Amendment is as follows:

1. A properly executed Purchase Requisition (for changes to Contract Price).
 2. A revised Statement of Work, is appropriate.
 3. Technical Evaluation of Contractor's proposal.
 4. Procurement Summary with Cost and/or Price Analysis.
- B.** Change Orders. Under certain unforeseeable conditions it may become necessary to redirect the Contractor's effort to prevent an adverse impact on the Project. In such instances, the Authority may issue directions by a unilateral "Change Order." If such a direction causes an increase or decrease in the estimated cost and/or fee, a change in the Period of Performance, or affects any other provision of the Contract, the Change Order shall be incorporated into the Contract by formal Contract Amendment in the most expeditious manner possible.

Contract Closeout Procedures

- A.** Non-Construction Contracts may include the following:
1. Ensure that contract files are closed in a timely manner and the close-out actions are documented.
 2. Prior to the contract completion date, contact the Project Manager to confirm that no contractor effort will be required after the specified contract completion date. Whenever possible, this action shall be initiated at least 60 days prior to the specified completion date. If the contract will be completed on schedule, proceed with contract closure, otherwise, if necessary, extend the contract.
 3. Cost and/or fees withheld in accordance with contract provisions shall not be released to the Contractor until the Contractor has completed the required closing documents, made final disposition of Authority property, and reached final agreement with the Authority regarding the amount of final payment due. Withheld costs and/or fees shall be included in the final payment.
 4. Upon confirmation of pending contract completion, determination of whether a final contract audit is required. Final negotiations of indirect rates and disputed costs shall be based on the final audit.
- B.** Construction Contract. Authority Project Manager shall assure the following:
1. The date of substantial completion with the contractor shall be established at the contract signing.

2. The Architect/Engineer (A/E), Project Manager, or Inspector of Record will be instructed by the Authority Project Manager to provide a Punch List.
3. The Authority Project Manager reviews the A/E Punch List and adds or deletes appropriate items.
4. Authority Project Manager indicates which items on the Punch List require completion before "Notice of Substantial Completion" will be recorded. The Punch List is then transmitted to the General Contractor (GC) for action.
5. A/E Project Manager or Inspector of Record to verify all Punch List items have been addressed. Authority Project Manager to review and approve.
6. Upon completion of the above referenced items, Authority Project Manager shall prepare a record of "Notice of Substantial Completion." The contract time shall conclude as of this date and the Authority may take occupancy of the premises.
7. The GC will complete administrative documents including items such as certified payrolls, as-builds, warranties, and lien releases. These documents will be transmitted to the A/E for review.
8. Authority Project Manager to review the final change order, accounting data, administrative documents, completed Punch List prior to approval of final payment.
9. Authority Project Manager to prepare and record "Notice of Final Acceptance."

Responsibility for Settlement of Contract Issues/Disputes

The Authority alone will be responsible in accordance with good administrative practices and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements.

These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Authority of any contractual responsibility under its contracts.

Contract Termination

The performance of work under a contract may be terminated in part or in whole when the Authority determines that such termination is in the best interests of the Authority. Contracts may be terminated for convenience, i.e., a reduced need or in the best interests of the Authority, or for default, i.e., the Contractor has failed to perform in accordance with the contractual requirements.

When the decision to terminate a contract is made, a "Notice of Termination" shall be sent to the Contractor by Certified Mail, Return Receipt Requested. The Notice of Termination shall specify the reason for the termination, the extent to which the performance of work is terminated, i.e., in whole or in part, and the day upon which such termination becomes effective.

After issuance of a Notice of Termination, pursuant to the Termination/Default Article(s) of the Contract, settlement of claims, etc. shall be accomplished as soon as possible to protect the interest of and minimize the liability of the Authority.

Prohibition Against Geographic Preferences

The Authority shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

CHAPTER 10: BONDING REQUIREMENTS

Bonding

- A.** Capital. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, greater than \$250,000, the Authority may accept its bonding policy relating to bid guarantees, performance bonds, and payment bonds provided that the Authority grantee has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - 1.** A Bid Guarantee Bond from each bidder equivalent to ten percent (10%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - 2.** A Performance bond for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - 3.** A Payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to

assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- B.** Bonding/Non-Capital. The Authority may ask for bonds, anytime it is in the best interest to do so.

CHAPTER 11: CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S DISADVANTAGED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Authority shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6.** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

CHAPTER 12: FEDERAL AWARDING AGENCY REVIEW

(a) The Authority shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the

specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The Authority shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1)** The Authority's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2)** The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3)** The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4)** The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5)** A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The Authority is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1)** The Authority may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (2)** The Authority may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the Authority that it is complying with these standards. The Authority must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

CHAPTER 13: PROTEST PROCEDURES

As a recipient of Federal assistance for the financing of its procurements, the Authority complies with all applicable Federal and State Third Party Contract provisions. Third Party

Contract refers to a recipient's contract with a vendor or contractor, including procurement by purchase order or purchase by credit card, which is financed with Federal assistance awarded by the Federal Transit Administration (FTA).

In accordance with applicable FTA Circular 4220.1F Third Party Contracting Guidance and the "Common Grant Rules" (California Department of Transportation, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), the Authority assumes responsibility for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims. The Authority uses good administrative practices and sound business judgment for resolving all contractual/administrative issues and establishes herein the appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the Authority of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

The Executive Director is the official responsible for making final determination regarding protests on behalf of the Authority. Responses/determinations concerning protests submitted in accordance with the applicable FTA guidance and Authority policy will be made in writing to the protester. As the responsible official, the Executive Director determination shall be final.

Procedures

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. There are three basic types of protests, based on the time in the procurement cycle when they occur:

- 1) A **pre-bid** or solicitation phase protest is received prior to the bid opening or proposal due date.
- 2) A **pre-award** protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- 3) A **post-award** protest is a protest received after award of a contract.

All protests must be submitted in writing via mail or e-mail addressed to the Project Lead as described in the bid documents

Required Contents - In order to be deemed substantive, a written pre-bid protest must include at a minimum the name of the protester; the applicable solicitation title, number or description; statement of grounds for the protest; adequate contact information and preferred delivery method for the response/determination.

The El Dorado County Transit Authority Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance awarded by the FTA or otherwise subject to Federal and State Third Party Contract provisions.

Request for Reconsideration – The Authority will allow for submission of a request for reconsideration if data becomes available that was not previously known, or there has been an error of law or regulation. Requests for reconsideration should be submitted in writing within five (5) working days of the date the protester learned or should have learned of an error or other basis of appeal.

Pre-Bid Protests - Unless otherwise explicitly stated in the public solicitation document, the deadline for the submission of a pre-bid protest shall be the close of normal business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). In instances where a solicitation document expresses a specific date and/or time deadline for submission of pre-bid protest, the published deadline shall take precedent over the ten (10) working day policy.

Responses - The Executive Director shall issue a written decision on the protest prior to opening of proposals. A response to any substantive questions received by the Authority may be sent to all interested parties or otherwise published as an addendum to the original solicitation.

Pre-Award Protests – To be considered, a pre-award protest must be received within 15 calendar days after the staff recommendation for award has been made available to the public.

Responses - The Project Lead shall respond prior to final award.

Post-Award Protests – To be considered, a post-award protest must be received prior to the close of business, within five (5) working days of the date the protester learned or should have learned of an adverse decision or other basis of appeal.

Responses - The Project Lead shall respond in a timely manner. Protests dealing with restrictive specifications or alleged improprieties in a solicitation must be filed no later than ten (10) working days prior to the bid opening or closing date for receipt of proposals. Any other protest must be filed no later than three (3) working days after:

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by the Authority Board per staff recommendation; or
2. Notification of Award is issued if the Authority Board has delegated award authority to the Project Lead or the Authority Board does not award the contract according to the Notification of Intent to Award.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from the Authority.

Requirements for the Protester

The protester must:

- 1) Qualify as an “Interested Party.”** Only an “Interested party” qualifies for FTA review of its appeal. An “Interested Party” is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third-party contract at issue.
 - a) Subcontractors.** A subcontractor does not qualify as an “Interested Party” because it does not have a direct economic interest in the results of the procurement.
 - b) Consortia/Joint Ventures/Partnerships/Teams.** An established consortium, joint venture, partnership, or team that is an actual bidder and acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - c) Associations or Organizations.** An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.
- 2) Exhaust Administrative Remedies.** The protester must exhaust its administrative remedies by pursuing the Authority’s protest procedures to completion.

CHAPTER 14: DEFINITIONS

ACCEPTANCE: The formal written acceptance by the Authority.

ADDENDA: Written interpretations or revisions to Invitations for Bids or Requests for Proposals issued by the Authority before the bid or proposal opening.

BID: Offer of the Bidder for the work when submitted on the prescribed Bid Form, properly signed and guaranteed, including the schedule of bid items.

BID DOCUMENTS AND SPECIFICATIONS: A set of documents issued by the Authority for the intended work, which includes but is not limited to the Advertisement of Invitation for Bids; Instructions to Bidders; Bid Form; Contractor's Certification; Contract Form; Index to Contract Drawings; Prevailing Rate Schedule; Project Labor Agreement; General Conditions; Contract Drawings; Technical Specifications; and Addenda.

BID SAMPLES: Sample required by the Authority to be furnished by a Bidder as part of its bid showing the characteristics of a product offered in its bid in order to assure procurement of an acceptable product. These samples are required only when there are certain characteristics of the product which cannot adequately be described in the Specifications.

BID SECURITY: The certified check of Bidder's Bond accompanying the bid submitted by the bidder, as a guarantee that the Bidder will enter into a contract with the Authority for the performance of work and that it will file the required bonds and insurance if the Contract is awarded to the Bidder.

BIDDER: Any individual, firm, partnership, corporation, or combination thereof, submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BIDDER'S FILES: A compilation by the Authority of prospective Bidders, the names and addresses of which are recorded according to subject matter, obtained from request for inclusion in the Bidder's Files, listing of bid package holders and bidders of previous procurements, Disadvantaged Business Directories, yellow pages, and sources suggested by technical staff and consultants.

BLANKET PURCHASE ORDER: A Purchase Order covering an extended period of time from one vendor, within the same Fiscal Year.

BOARD OF DIRECTORS: The governing body of the Authority consisting of five (5) directors who exercise and perform all powers, duties, functions, rights, and privileges vested in them pursuant to the By-Laws of the Authority.

BRAND-NAME PRODUCT: A commercial product described by brand name and make, model number, or other appropriate nomenclature by which the product is offered for sale to the public by the particular manufacturer, producer, or distributor. The brand name is used by the Authority only for the purpose of establishing identification and a general description of the item.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS): The California Multiple Award Schedules (CMAS) program, managed by the California Department of General Services, is a procurement tool that allows state and local government agencies to purchase products and services from pre-approved vendors. CMAS ensures that prices are fair, reasonable, and competitive, often reflecting pre-negotiated or pre-bid terms.

CHANGE ORDER: A Change Order is a written document prepared by the Authority reflecting the agreement between the Authority and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.

CHANGE ORDER REQUEST: A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the Authority after the effective date of the Contract, which the Contractor believes to be an Unanticipated Scope Change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by the Contractor.

CONTRACT: Establishment of a bidding legal relationship obligating the seller to furnish property or services (including construction) and the buyer to pay therefore. It includes all types of commitments which obligate the Authority to an expenditure of funds and which are in writing. It includes all actions resulting from acceptance of offers by awards, notices of award and purchase orders. The Contract becomes effective by written acceptance or performance.

CONTRACT ADMINISTRATION: A system for ensuring that Contractors conform within the terms, conditions, and specifications of the Contract and for assuring adequate and timely follow-up.

CONTRACT MODIFICATIONS: Any written alteration in the specifications, delivery point, rate of delivery, contract period, price quantity, or other contract provision of an existing contract, whether accomplished by unilateral action in accordance with a contract provision or by a mutual action of the parties to the contract. It includes: (a) bilateral actions, such as amendments and change orders, and (b) unilateral actions such as change notices, notices of termination, and notices of the exercise of an option.

CONTRACT DRAWINGS: The official plans, profiles, typical cross-sections, general cross-sections, elevations, and details listed or referenced in the Specifications or amendments thereto; and supplemental drawings approved by the Authority, which show the locations, character, dimensions, and details of the work to be performed.

CONTRACT SCOPE: Brief narrative of the objectives of the contract.

CONTRACTING OFFICER: The "Contracting Officer" is the Executive Director of the Authority or such person(s) as he shall designate to act in his behalf in writing. Whenever the term "Contracting Officer" shall appear in this document, the term shall also include his designate(s).

CONTRACTOR: The "Contractor" is the person or organization identified as such in the

Contract Documents and is singular in number. The term "Contractor" means the Contractor or its authorized representative. The term "Contractor" also means the "third party" for purposes of these procedures which involve Federal Grant Contracts.

CONSTRUCTION CHANGE DIRECTIVE: A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The Authority may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. (Construction Contracts only.)

COST ANALYSIS: Review and evaluation of a Contractor's cost or pricing data and of the judgmental factors applied in projecting from the data to the estimated costs. A cost analysis is performed in order to form an opinion of the degree to which Contractor's proposed costs represent what performance of the Contract should cost.

COST LIMITATION: The total amount paid to the Contractor/Architect/Engineer for producing and delivering standard services, including designs, plans, drawings and specifications for a project should not exceed six percent (6%) of the independent estimate of the construction costs of the project.

DESCRIPTIVE LITERATURE: Information such as catalog cuts, illustrations, drawings, and brochures which show the characteristics or construction of a product or explain its operation, furnished by a Bidder as part of its Bid to describe the products offered in its Bid and required only when the Authority deems such literature is needed to enable it to determine whether the products offered meet the specifications and to establish exactly what the Bidder proposes to furnish.

DETERMINATION AND FINDINGS (D&F): A document created for the Contract file to record all the facts that form the basis for an important decision affecting a procurement or contract action.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): A disadvantaged business enterprise is a for profit small business concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, 51 percent of the stock of which is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICER: The DBE program shall be administered by the Authority's DBE Officer. The DBE Officer shall develop a referral system on managerial and technical assistance for interested DBE's as well as disseminate information on available business opportunities to the disadvantaged business community to facilitate DBE bidding on company projects. The DBE Officer will work closely with other

departments, consultants and others who are responsible for making management and other decisions relative to the Company's procurement and construction contracts. This officer shall offer guidance to Company personnel regarding their DBE responsibilities.

EVALUATION CRITERIA: Measurable skills, expertise and conditions used to equate Requests for Proposals.

EVALUATION FORM: A form used by the Evaluation Team to measure the Evaluation Criteria defined in the Request for Proposal.

EVALUATION TEAM: A group of individuals headed by the Authority and comprised of Authority staff and outside consultants as needed for evaluating a Request for Proposal.

FTA: Federal Transit Administration.

FINAL ACCEPTANCE: Final Acceptance of the Work occurs when the Work is fully, completely, and finally accomplished in full, absolute, and strict compliance with the Contract Documents to the satisfaction of the Authority.

GENERAL SERVICES ADMINISTRATION (GSA): The General Services Administration (GSA) is a U.S. federal agency that manages government procurement, real estate, and administrative services to support the operation of federal agencies efficiently and cost-effectively.

GENERAL TERMS AND CONDITIONS: A part of the Contract Documents. These clauses set forth the rights and responsibilities of the contracting parties.

INDEPENDENT COST ESTIMATE: A process whereby the estimated cost of a good or service to be procured is established by Authority staff or Authority representatives prior to the procurement; and the resulting estimate is used to assess the fair and reasonableness of an offered price. The word "independent" means that the estimate is prepared without the influence of persons who have a financial interest in or will be considered for the resulting award.

INVITATION FOR BIDS (IFB): The complete assembly of related documents furnished to prospective Bidders for the purpose of bidding, based on a clear and accurate description of the technical requirements for the material, product, or service to be procured.

LABOR AND MATERIAL PAYMENT BOND: A bond assuring payment as required by law of all persons supplying labor and material in the execution of the Work provided for under a contract.

LEGAL COUNSEL: (Used as required.)

LIQUIDATED DAMAGES: An amount assessed a Contractor when it fails to complete

delivery, installation, services, or the work specified in a contract within the contract period of performance or schedule which causes increased costs to the Authority or FTA, the extent of which actual damages would be difficult or impossible to assess as of the date of contract execution.

NOTICE OF FINAL SETTLEMENT: A public notice required by State Law that final payment of a construction or construction-related contract is to be made, requesting that claims be filed by subcontractors or suppliers who have not been paid for work or materials provided to the contractor relating to the specific contract.

NOTICE TO PROCEED: Written direction to commence delivery, installation, services, or the Work provided for in the Contract.

OVERHEAD OR INDIRECT COSTS: The necessary costs which cannot be specifically identified by a Contractor as directly attributable to Contract work, usually the general costs of running the business.

OWNER: The "Owner" is the Authority or its authorized representative.

PERFORMANCE BOND: A bond securing fulfillment of all the Contractor's obligations under a Contract.

PERIOD OF PERFORMANCE: The period of performance is the period of time allowed in the Contract Documents for completion of the Work from effective date through final date.

PREBID CONFERENCE/MEETING: A meeting of the Authority and perspective bidders held before a bid opening to discuss any questions or clarifications in Invitation for Bid. This conference is not mandatory.

PRECONSTRUCTION MEETING: For a construction project, a meeting with representatives of the Contractor and the Owner before beginning the construction work.

PREPROPOSAL CONFERENCE/MEETING: A meeting of the Authority and perspective proposers held before Request for Proposals are due to discuss any questions or clarifications. This conference is not mandatory.

PRICE ANALYSIS: Process of examining and evaluating the reasonableness of a bidder's or proposer's price without evaluation of the separate cost elements and proposed profit of the bidder/proposer.

PRIME CONTRACTOR PARTICIPATION: The minimum amount of work to be performed by the Contractor on site with its own staff.

PROGRESS PAYMENTS: Reimbursement to a Contractor for costs incurred by it at a percentage or stage of completion of the Contract Work when the Contract requires long

time periods for completion of Contract performance.

PROGRESS REPORTS: Periodic reporting of progress. Specific requirements are set forth in the contract document.

PURCHASE ORDER: A legal, contractual document used as a written confirmation factually describing all aspects of an agreement reached between the buyer Authority and seller. The end product of a Purchase Order is an item purchase or a rental, maintenance, or office support agreement, or purchase of services.

REQUEST FOR PROPOSAL (RFP): A Request for Proposal (RFP) is a formal document issued by an organization to solicit detailed proposals from potential suppliers or contractors for a specific project, product, or service, outlining the requirements, evaluation criteria, and submission guidelines.

REQUEST FOR QUALIFICATIONS (RFQ): A Request for Qualifications (RFQ) is a procurement document used to solicit information from vendors or contractors about their experience, capabilities, and qualifications to determine their suitability for a specific project or service before inviting them to submit full proposals.

REQUEST FOR INFORMATION (RFI): A Request for Information (RFI) is a preliminary procurement document used to gather general information from potential suppliers about their products, services, and capabilities to help assess market options and inform future procurement decisions.

RESPONSIBLE BIDDER/PROPOSER: A bidder having the financial resources, judgment, skill, integrity and ability to fulfill successfully the requirements of the Contract.

RESPONSIVE BID: A bid, which conforms to all technical and legal requirements of the Bid Document.

SMALL DISADVANTAGED BUSINESS CONCERN: A small disadvantaged business "concern" shall mean an enterprise which is independently owned and operated which is not dominant in its field of operation and which further meets the criteria established by the Small Business Act (15 U.S.C.A. 5632) and the implementing regulations (13 CFR 121) and FTA Regulations.

"Owned and Controlled" means a small business concern whose management and daily business operations are controlled by disadvantaged individuals and which is:

A sole proprietorship legitimately owned by individual/individuals who are disadvantaged; a partnership or joint venture in which at least 51% of the beneficial ownership interest is legitimately held by disadvantaged individuals; or a corporation or other entity, including a publicly-owned business, in which at least 51% of the beneficial ownership interest (i.e., stock) legitimately are held and owned by disadvantaged individuals.

STATEMENT OF WORK (Or Scope of Work): Detailed description of project and performance requirements as defined in a Request for Proposal.

STURAA: The Surface Transportation and Uniform Relocation Assistance Act of 1987.

TECHNICAL SPECIFICATIONS: Detailed description of equipment specifications and project requirements as defined in Invitation for Bid.

EL DORADO TRANSIT: Formally the El Dorado County Transit Authority or otherwise referred to herein as the Authority.

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CHAPTER 15: LIST OF FTA CLAUSES
REQUIRED THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

FTA CLAUSES	COMMENTS
All FTA-Assisted Third-Party Contracts and Subcontracts	
No Government Obligation to Third Parties by Use of a Disclaimer	
Program Fraud and False or Fraudulent Statements and Related Acts	
Access To Records	
Federal Changes	
Civil Rights (EEO, Title VI & ADA)	
Incorporation of Federal Transit Administration (FTA) Terms	
Energy Conservation	
Seat Belt Use	
Distracted Driving	
Awards Exceeding \$10,000	
Termination Provisions	49 CFR Par 18 Not Required of States
Awards Exceeding \$25,000	
Debarment and Suspension	2 CFR Parts 180 and 1200
Notice to FTA and U.S. DOT Inspector General of information related to fraud, waste, abuse, or other legal matters	Applies to all contracts at all tiers expected to equal or exceed \$25,000. Must require a prime contractor to “flow-down” the requirement to subcontractors.
Awards Exceeding \$100,000 by Statute	
Lobbying	Contractors that apply or bid for an award exceeding \$100,000.
Awards Exceeding \$150,000 by Statute	
Buy America	Construction contracts and Acquisition of Goods or Rolling Stock that contain steel, iron, and manufactured products
Clean Air Act and the Federal Water Pollution Control Act	Contracts in excess of \$150,000
Awards Exceeding \$250,000 (Simplified Acquisition Threshold) by Statute	
Provisions for Resolution of Disputes, Breaches, or Other Litigation	For procurements over the Federal Simplified Acquisition threshold
Transport of Property or Persons	

Cargo Preference	All contracts involving equipment, materials, or commodities which may be transported by ocean vessel
Fly America	When property or persons transported by air between U.S. and foreign destinations, or between foreign locations
Construction Activities	
Davis-Bacon and Copeland Anti-Kickback Act	All Prime Construction contracts > \$2,000.
Contract Work Hours and Safety Standards	All Contracts > \$100,000 that involve the employment of mechanics or laborers
Build America, Buy America Act (BABA)	For federal awards obligated on or after October 23, 2023, 2 CFR Part 184 applies. Certain contracts and solicitations are exempt from the BABA requirement under DOT's limited waiver, detailed on their website.
Bonding Requirements	For construction or facility improvement contracts or subcontracts 10% Bid Guarantee 100% Performance Bond; and 100% Payment Bond
Seismic Safety	Contracts for Construction of New Buildings or Additions to Existing Buildings
Special DOL Clause	Contracts > \$10,000
Nonconstruction Activities	
Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)	Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) > \$100,000
Transit Operations	
Transit Employee Protective Agreements	Applies to Section 5307, 5309, 5311 and 5316 Projects
Charter Service Operations	Operational Service Contracts
School Bus Operations	Operational Service Contracts
Drug and Alcohol Testing	Safety-Sensitive Functions. Applies to Section 5307, 5309 and 5311 Projects
Privacy Act	Applies to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.
Planning, Research, Development, and Documentation Projects	
Patent Rights	Contracts that meet the definition of "funding

	agreement” under 37 CFR §401.2 (a)
Rights in Data and Copyrights	Each contract involving experimental, developmental or research work
Miscellaneous Special Requirements	
Disadvantaged Business Enterprise (DBEs)	Contracts Awarded on the Basis of a Bid or Proposal Offering to Use DBEs
Prompt Payment and Return of Retainage	Per 49 CFR Par 26, if grantee meets the threshold for a DBE Program
Recycled Products and Solid Waste Disposal Act	Contracts for items designated by EPA, when Procuring \$10,000 or More per Year
ADA Access	Contracts for Rolling Stock or Facilities Construction/Renovation
Assignability Clause	Piggyback Procurements
Conformance with National ITS Architecture	Intelligent Transportation System (ITS) property and services must comply with the National ITS Architecture and Standards
Prohibition on certain telecommunications and video surveillance services or equipment	All contracts made by the non-Federal entity under the Federal award. Procurements awarded after August 13, 2020 that included telecommunications and video surveillance services or equipment.
Rolling Stock (Certification & Reports)	
Transit Vehicle Manufacturer Certification	Applies to the procurements of transit vehicles
Bus Testing Report	Procurements of buses and modified mass produced vans
Pre-Award Buy America Audit	Rolling Stock procurements > \$150,000
Pre-Award Buy America Certification	Rolling Stock procurements > \$150,000
Pre-Award Purchaser’s Requirement Clarification	Rolling Stock procurements
Post-Delivery Audit	Rolling Stock procurements > \$150,000
Post-Delivery Buy America Certification	Rolling Stock procurements > \$150,000
Post-Delivery Purchaser’s Requirement Certification	Rolling Stock procurements
On-Site Inspector’s Report	Rolling stock procurements for any number of rail vehicles; more than 10 vehicles for areas >200,000 in population and 20 for areas <200,000 in population
Federal Motor Vehicles Safety Standards Pre-Award and Post Award Delivery Certification	Non-rail Rolling Stock procurements

CHAPTER 16: PROCUREMENT CHECKLISTS

Finance personnel shall ensure the use of the appropriate procurement checklist.
Procurement checklists must be included in the procurement file history.

EL DORADO COUNTY TRANSIT AUTHORITY MICRO PURCHASE CHECKLIST

PO No: _____

IS PRICE DETERMINED FAIR AND REASONABLE?

YES ☐

NO ☐

EXPLAIN A "NO" ANSWER:

HOW DID YOU DETERMINE PRICE FAIR AND REASONABLE

HISTORICAL PRICES ☐

PERSONAL KNOWLEDGE ☐

CATALOGUE / MARKET PRICE ☐

RECENT COMPETITION ☐

OTHER EXPLAIN: ☐

Name: _____ Date: _____

**EL DORADO COUNTY TRANSIT AUTHORITY
SMALL PURCHASE CHECKLIST**

PO No: _____

WERE PRICE OR RATE QUOTES OBTAINED FROM AN ADEQUATE NUMBER OF QUALIFIED SOURCES?

YES ☐

NO ☐

EXPLAIN A "NO" ANSWER:

HOW DID YOU DETERMINE PRICE FAIR AND REASONABLE

HISTORICAL PRICES ☐

PERSONAL KNOWLEDGE ☐

CATALOGUE / MARKET PRICE ☐

RECENT COMPETITION ☐

OTHER EXPLAIN: ☐

Name: _____ Date: _____

EL DORADO COUNTY TRANSIT AUTHORITY FORMAL CHECKLIST

Date: _____ Completed by: _____	
PO/Contract No: Source of Funding:	
Method of Procurement (Check one box) Competitive RFP: <input type="checkbox"/> Competitive Bid: <input type="checkbox"/> A&E Services: <input type="checkbox"/> Sole Source: <input type="checkbox"/>	
Reason for Non-Competition:	
Reason for Procurement:	
Contract Type: Rationale for contract type:	
Reason for Contractor selection or rejection: (ex. Lowest Responsive, Responsible Bidder) Evaluation results were:	
Basis for Contract Price: Accepted contractor's proposed pricing: Negotiated Price (attached memorandum): Other:	
Cost / Price Analysis: The price offered by the supplier was within _____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$ _____. Pricing discrepancies between the offeror was attributed to: Other sources/data used to affirm price reasonableness were:	
Summary of Responsibility and Responsiveness Checks:	
Award	Date of contract award: Council Approval Date:

Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact , and modification number (Attach additional sheets as necessary):

CHAPTER 17: FORMS

INSTRUCTIONS FOR FORM 1 & 2

FORM 1	CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
FORM 2	CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
FORM 3	CERTIFICATION REGARDING LOBBYING
FORM 4	DRUG-FREE WORKPLACE CERTIFICATION
FORM 5	NON-COLLUSIVE AFFIDAVIT
FORM 6	ELIGIBLE BIDDER CERTIFICATION
FORM 7	WORKER'S COMPENSATION INSURANCE CERTIFICATION
FORM 8	"BUY AMERICA" PROVISION
FORM 9	DBE PARTICIPATION
FORM 10	OFFERORS LIST OF PARTICIPATING FIRMS
FORM 11	CALIFORNIA LEVINE ACT
FORM 12	BUILD AMERICA, BUY AMERICA" PROVISION

El Dorado County Transit Authority
Instructions for Form 1 and 2

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement of Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

FORM 1

EL DORADO COUNTY TRANSIT AUTHORITY

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**BEFORE COMPLETING THIS CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE
AN INTEGRAL PART OF THE CERTIFICATION.**

The _____ certifies to the best of its knowledge and
(Firm name/principal)
belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ certifies or
(Firm name/principal)

affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Name and Title of Authorized Representative

Signature

Date

FORM 2

EL DORADO COUNTY TRANSIT AUTHORITY

**CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

FORM 3

EL DORADO COUNTY TRANSIT AUTHORITY CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. A 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. A 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Name and Title of Authorized Representative

Signature

Date

FORM 4

EL DORADO COUNTY TRANSIT AUTHORITY DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____

EXECUTED IN THE COUNTY OF: _____

CONTRACTOR SIGNATURE: _____

TITLE: _____ FEDERAL I.D. NUMBER: _____

FORM 5

**EL DORADO COUNTY TRANSIT AUTHORITY
NON-COLLUSIVE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

Being first duly sworn deposes and says:

That he is _____ of the firm of _____

(Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said Bid price, or of that of any other proposer, or to secure any advantage against the El Dorado County Transit Authority or any person interested in the proposed contract; and that all statements in said Bid are true.

That neither any officer, director or employee of the El Dorado County Transit Authority is in any manner interested, directly or indirectly, in the Bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: _____ Name of
Bidder

Official Address:

By _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20____.

By _____ Notary
Public

My Commission Expires: _____

FORM 6

EL DORADO COUNTY TRANSIT AUTHORITY

ELIGIBLE BIDDER CERTIFICATION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

By signing and submitting its bid or proposal, the bidder or proposer hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

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

Date _____

Signed

Name of Bidder/Proposer

By _____

Title _____

By _____

Title _____

Official Address

FORM 7

**EL DORADO COUNTY TRANSIT AUTHORITY
WORKER'S COMPENSATION INSURANCE CERTIFICATION**

The Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish El Dorado County Transit Authority with a certificate evidencing such coverage together with verification thereof as follows:

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

Signed (Contractor)

Date

Print Name and Title

FORM 8

EL DORADO COUNTY TRANSIT AUTHORITY

“BUY AMERICA” PROVISION

Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. G, tit. IX, §§ 70911– 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

A Proposer or Offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement of a signed certificate does not apply to lower tier subcontractors.

Certification requirement for the procurement of steel, iron, or manufactured products and the use of domestic construction materials.

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If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each proposer or offeror in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it will comply with meet the requirements of 49 U.S.C. 5323(j)(1),) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j),(1) and 49 C.F.R. 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended,(A), 5323(j)(2)(B), or 5323(j)(2)(D), and the applicable regulations in 49 CFRC.F.R. 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

FORM 9

**EL DORADO COUNTY TRANSIT AUTHORITY
DBE PARTICIPATION**

The following stated dollar (\$) amount will be the compensation paid to Disadvantaged Business Enterprise (DBE) Firms certifiable or certified under the provisions of the "El Dorado County Transit Authority DBE Program".

\$_____ Firm Name: _____
Firm Address: _____
Description of Work _____

\$_____ Firm Name: _____
Firm Address: _____
Description of Work _____

\$_____ Firm Name: _____
Firm Address: _____
Description of Work _____

Total DBE percentage participation _____ %
Total dollar value of DBE participation \$ _____

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Name of Bidder: _____

Company Name: _____

FORM 10

**EL DORADO COUNTY TRANSIT AUTHORITY
OFFERORS LIST OF PARTICIPATING FIRMS**

Bidder/Proposer must submit with bid/proposal the following information for all participating firms:

Prime Contractor Information

Company Name _____

Age of Firm _____

Address _____

Annual Gross Receipts \$ _____

DBE Certified? _____, if yes: Date Certified: _____

Phone _____ Dollar amount of subcontract \$ _____ By (Agency) _____

Describe work _____

Subcontractor(s) Information

Company Name _____

Age of Firm _____

Address _____

Annual Gross Receipts \$ _____

DBE Certified? _____, if yes: Date Certified: _____

Phone _____ Dollar amount of subcontract \$ _____ By (Agency) _____

Describe work _____

Company Name _____

Age of Firm _____

Address _____

Annual Gross Receipts \$ _____

DBE Certified? _____, if yes: Date Certified: _____

Phone _____ Dollar amount of subcontract \$ _____ By (Agency) _____

Describe work _____

(Copy for additional Subcontractors as needed)

FORM 11

**EL DORADO COUNTY TRANSIT AUTHORITY
CALIFORNIA LEVINE ACT**

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any Authority Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Authority Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

Board Members: <https://eldoradotransit.com/about-us/board-of-directors/>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Authority Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

☐ YES ☐ NO. If yes, please identify the Board Member(s):

Do you or your company, or any Authority on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Authority Board Member in the three months following any Board action related to this contract?

☐ YES ☐ NO. If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude the Authority from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

FORM 12

EL DORADO COUNTY TRANSIT AUTHORITY

“BUILD AMERICA BUY AMERICA” PROVISION

This procurement is subject to the Federal Transit Administrations Build America, Buy America Act (BABA) requirements in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. G §§ 70901-27, as implemented at 2 CFR Part 184. A “Build America, Buy America” Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

(1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Certificate of Compliance with BABA Requirements

bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), 49 CFR part 661, and 2 CFR Part 184.

Date _____

Signature/Name _____

Company/Title _____

Certificate of Non-Compliance with BABA Requirements bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), 49 CFR part 661, and 2 CFR Part 184 but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, the applicable regulations in 49 CFR 661.7, 2 CFR 184.7, and 2 CFR 184.8.

Date _____

Signature/Name_____

Company/Title_____