



# EL DORADO TRANSIT

## EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING

### AGENDA

Thursday, October 2, 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

<p><b>In-Person – TEMPORARY LOCATION</b></p> <p>County of El Dorado  <b>Conference Room D</b>          330 Fair Lane, Bldg. A          Placerville, CA 95667</p>	<p><b>Remotely</b></p> <p><b>By Computer:</b>  <a href="https://edcgov-us.zoom.us/j/86134567267">https://edcgov-us.zoom.us/j/86134567267</a></p> <p><b>By Phone:</b>          669-219-2599</p> <p><b>Meeting ID:</b>          861 3456 7267</p>
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Members of the public may call in during the meeting and are encouraged to submit public comment via email to [mwilcher@eldoradotransit.com](mailto: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.

<b>1.</b>	<b><u>CONSENT CALENDAR</u></b>	<b><u>PAGE</u></b>
	A. Approve Conformed Minutes of Regular Meeting September 4, 2025 ( <i>Wilcher</i> )	4
	B. Receive and file August 2025 Check Registers ( <i>Hewett</i> )	8
	C. Receive and file August 2025 Ridership Reports ( <i>Bergren</i> )	12
	D. Approve Vehicle Replacement Plan for Fiscal Years 2025/26 through 2030/31 ( <i>Bergren</i> )	15
	E. Adopt Resolution No. 25-25 replacing the existing Purchasing Policies and Procedures Manual with the new proposed version ( <i>Hewett</i> )	21
	F. Adopt Resolution No. 25-26 Authorizing the Executive Director to submit a claim for Transportation Development Act (TDA) State of Good Repair (SGR) funds for Fiscal Year 2024/25 ( <i>Hewett</i> )	108
<b>2.</b>	<b><u>ACTION ITEMS</u></b>	
	A. Receive and file the Final Amended Operating Budget for Fiscal Year 2024/25 as Proposed ( <i>Hewett</i> )	110
	B. 1. Form an ad hoc Audit Review Committee to receive and review fiscal year (FY) 2024/25 independent fiscal and compliance audit reports ( <i>Hewett</i> )	115
	2. Appoint Chair and Vice-Chair as members to the Audit Review Committee	

<b>3.</b>	<b><u>INFORMATIONAL ITEMS</u></b>	<b><u>PAGE</u></b>
	A. Draft of Updated Injury and Illness Prevention Program (IIPP) ( <i>Robinson</i> )	115
	B. Capital Improvement Plan Project 24-04 Collision Avoidance System Upgrade Closeout ( <i>Hewett</i> )	154
	C. Newsletter ( <i>Bergren</i> )	155

**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

**RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS**

**ADJOURNMENT**

\* Verbal Report

NEXT REGULARLY SCHEDULED  
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING  
Thursday, November 6, 2025 1:00 P.M.  
County of El Dorado  
Board of Supervisors Meeting Room  
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 TRANSIT

## EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING BOARD MINUTES

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

<p><b>In-Person</b></p> <p>County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Placerville, CA 95667</p>	<p><b>Remotely</b></p> <p><b>By Computer:</b> <a href="https://edcgov-us.zoom.us/j/86134567267">https://edcgov-us.zoom.us/j/86134567267</a></p> <p><b>By Phone:</b> 669-219-2599</p> <p><b>Meeting ID:</b> 861 3456 7267</p>
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**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**Executive Director Brian James called the meeting to order at 1:00 PM and asked the Board to elect Chair Pro Tem in the absence of a Chair and Vice-Chair**

**Director Clerici nominated Director Jackie Neau as Chairperson Pro Tem and it was Seconded by Director Turnboo**

**M/S: Clerici/Turnboo  
Ayes: Clerici, Neau, Parlin, Turnboo  
Absent: Veerkamp**

**Chair Pro Tem Neau led the Pledge of Allegiance**

**ROLL CALL**

**Directors Present: John Clerici, Jackie Neau, Lori Parlin, George Turnboo  
Directors Absent: Brian Veerkamp**

**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: Parlin/Clerici  
Ayes: Clerici, Neau, Parlin, Turnboo  
Absent: Veerkamp**

**OPEN FORUM**

**None**

**1. CONSENT CALENDAR**

- A. Approve Conformed Minutes of Regular Meeting August 7, 2025 (*Wilcher*)**
- B. Receive and file July 2025 Check Registers (*Hewett*)**
- C. Receive and file July 2025 Ridership Reports (*Bergren*)**

- 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 (*Guidry*)

**2. ACTION ITEMS**

- 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 (*Hewett*)
  - 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

**Action: Item approved unanimously as requested by staff.**

**M/S: Clerici/Turnboo**  
**Ayes: Clerici, Neau, Parlin, Turnboo**  
**Absent: Veerkamp**

**3. INFORMATIONAL ITEMS**

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

**Information item. No vote taken.**

- B. Updated Draft Purchasing Policies and Procedures Manual (*Hewett*)

**Information item. No vote taken.**

**EXECUTIVE DIRECTOR REPORT \***

**BOARD MEMBER COMMENTS \***

**RECESS TO CLOSED SESSION**

**The board recessed to closed session at 1:13 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: Finance Manager

**RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS**

**Reconvened to open session at 1:25 PM. No report out.**

**ADJOURNMENT**

**Chair Pro Tem Neau adjourned the meeting at 1:25 PM. The next regularly scheduled meeting is Thursday, October 2, 2025.**

**Respectfully Submitted,**

**Megan Wilcher  
Secretary to the Board**

\* Verbal Report

AGENDA ITEM 1 B  
Consent Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** August 2025 Check Register

**REQUESTED ACTION:**  
**BY MOTION,** Receive and file August 2025 Check Register

**BACKGROUND**

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

**DISCUSSION**

Twelve (12) item merits further detail:

EFT TRANS; 08/04/2025 – Public Employee’s Retirement System.....\$20,640.00  
This transfer pays the obligation for the August 2025 to June 2026 Contribution towards the Annual Unfunded Liability for PEPRA Employees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

EFT TRANS; 08/04/2025 – Public Employee’s Retirement System.....\$275,989.00  
This transfer pays the obligation for the August 2025 to June 2026 Contribution towards the Annual Unfunded Liability for Classic Employees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

Check #41445 – El Dorado County Chamber of Commerce.....\$495.00  
This check pays for a member of the management team to attend the Leadership El Dorado Program using Local Transportation Funds (LTF).

Check #41449 – Employee Development Department.....\$1,500.03  
This check pays the obligation for Unemployment Insurance benefit for the 2nd Quarter 2025 using Local Transportation Funds (LTF).

Check #41468 – Youngdahl Consulting Group Inc.....\$356.00  
This check pays the obligation for the Special Inspection (Geotechnical - Field Monitoring Services) performed at Bass Lake Road Park & Ride using Transportation Funds (LTF): CIP #22-04.

Check #41469 – Zonar Systems Inc.....\$17,667.72  
This check pays the obligation for the Zonar Essentials and Annual Inspection Service for FY 2025/26 using Local Transportation Funds (LTF).

Check #41530 – Applied Video Solutions.....\$103,394.23  
This check pays the obligation for the Security Systems Upgrade Project using Transportation Funds (LTF): CIP #24-02.

Check #41532 – Custom Embroidery Concepts.....\$6,924.97  
This check pays the obligation for El Dorado Transit’s Annual Uniform Order, using Local Transportation Funds (LTF).

Check #41533 – El Dorado County Community Development Services.....\$351.00  
This check pays the obligation for the Annual Hazardous Material fees using Local Transportation Funds (LTF).

Check #41547 – RTS IT Inc.....\$4,210.00  
This check pays the obligation for the first payment (of two) of the Bus Cradle point Replacement Project using Transportation Funds (LTF): CIP #26-03.

Check #41553 – Youngdahl Consulting Group Inc.....\$356.00  
This check pays the obligation for the second Special Inspection (Geotechnical - Field Monitoring Services) performed at Bass Lake Road Park & Ride using Transportation Funds (LTF): CIP #22-04.

EFT TRANS; 08/04/2025 – Public Employee’s Retirement System.....\$350.00  
This transfer pays the obligation for the GASB68 Fees for fiscal year (FY) 2025/26 using Local Transportation Funds (LTF).

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**Check Register**  
**August 2025**

Date	Num	Name	Memo	Amount
08/01/2025	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	AUGUST 2025 - HEALTH BENEFIT PREMIUMS	\$54,049.60
08/01/2025	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JULY 12 - JULY 25, 2025; PAY DATE AUGUST 1, 2025	\$4,257.93
08/01/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #16 PEPRA	\$16,186.02
08/01/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #16 CLASSIC	\$5,677.15
08/04/2025	EFT TRANS	OPERATING ENGINEERS PUBLIC & MISC	SEPTEMBER 2025 - HEALTH BENEFIT PREMIUMS	\$45,741.00
08/04/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	AUG. 2025 TO JUNE 2026 - UNFUNDED ACCRUED LIABILITY	\$20,640.00
08/04/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	AUG. 2025 TO JUNE 2026 - UNFUNDED ACCRUED LIABILITY	\$275,989.00
08/06/2025	41435	AT&T	JULY 2025 - CENTRAL BILLING	\$91.63
08/06/2025	41436	AT&T MOBILITY	JULY 2025 - WIRELESS SERVICE FOR SURVEILLANCE CAMERAS AT PARK & RIDES	\$188.12
08/06/2025	41437	AUTOZONE INC	BATTERY (QTY: 4), FILTERS (QTY: 4), BRAKE PADS (2), STP (QTY:12)	\$868.51
08/06/2025	41438	C & H MOTOR PARTS	BOLTS, NUTS, PLUGS, AIR TOOL HOSE, FUEL FILTERS	\$508.93
08/06/2025	41439	CANTER BUYER PARENT LP	TIRES (QTY: 16) AND ALIGNMENT (QTY: 1)	\$4,971.39
08/06/2025	41440	CAPITOL CLUTCH & BRAKE INC	FILTER CARTRIDGES, REPAIR KITS, VALVE KITS, VALVE ASSEMBLY	\$1,384.35
08/06/2025	41441	CDW GOVERNMENT	HARD DRIVE FOR SHOP BACK UP NAS DRIVE	\$228.83
08/06/2025	41442	COMMERCE WAY SMOG & SERVICE	SMOG RE-TEST #1501 (REISSUE)	\$34.95
08/06/2025	41443	D&K AUTO GLASS	LABOR TO R&R PASSENGER WINDSHIELD	\$120.00
08/06/2025	41444	DAWSON OIL	JULY 2025 - FUEL PURCHASES	\$62,553.38
08/06/2025	41445	EDC CHAMBER OF COMMERCE	LEADERSHIP EL DORADO	\$495.00
08/06/2025	41446	EL DORADO DISPOSAL SERVICE	JULY 2025 - DISPOSAL SERVICE (QTY: 2)	\$491.28
08/06/2025	41447	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT	\$75.00
08/06/2025	41448	EMP. MISC. REIMBURSEMENT	CONNECT CARD REIMBURSEMENT	\$81.25
08/06/2025	41449	EMPLOYMENT DEVELOPMENT DEPARTMENT	2ND QTR. 2025 - UI BENEFIT CHARGES	\$1,500.03
08/06/2025	41450	FLEMING DISTRIBUTING CO.	MOA(QTY: 6), 44K (QTY:5), DFC (QTY:6), ATC (QTY:2), LSII (QTY:4), FUEL SYSTEM RESTORE (QTY:12)	\$1,026.65
08/06/2025	41451	GILLIG LLC	GILLIG PARTS FOR MULTIPLE BUS REPAIRS	\$3,073.71
08/06/2025	41452	GWP HOLDINGS LLC	VALVE KIT, GASKETS, SENSORS, FILTERS, INJECTOR SERVICE KIT, EXHUAUST RCW COOLER, O-RING	\$16,829.70
08/06/2025	41453	HUNT & SONS INC	JULY 1 TO 15, 2025 - FUEL PURCHASES	\$1,036.27
08/06/2025	41454	MISSION UNIFORM SERVICE	MATS, TOWELS, & UNIFORM SERVICES	\$1,192.10
08/06/2025	41455	O'REILLY AUTO PARTS	FILTERS, WIPERS, DISC PAD SET, RADIATOR & THERMOSTAT HOUSING, GASKET MAKER	\$2,149.34
08/06/2025	41456	PACIFIC GAS & ELECTRIC	JULY 2025 - ELECTRIC SERVICE (8 SITES)	\$5,147.36
08/06/2025	41457	PACIFIC MATERIAL HANDLING SOLUTIONS	SCISSOR LIFT AND YALE FORKLIFT SERVICES	\$519.69
08/06/2025	41458	PEST CONTROL CENTER INC	PEST CONTROL ADMIN. BUILDING	\$70.00
08/06/2025	41459	RON DUPRATT FORD	BRACKET, MOTOR ASM, ELEMENT KIT, STARTER, BUMPER, SENSOR	\$434.15
08/06/2025	41460	RTS IT INC	AUGUST 2025 - EMAIL ENCRYPTION AND IT CARE GOLD SERVICE PLAN AND EMAIL ENCRYPTION	\$6,449.75
08/06/2025	41461	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK UP AND RECYCLE	\$237.00
08/06/2025	41462	SOUTHERN TIRE MART LLC	TIRES (QTY: 10) - 315/80R22.5/20 FS400	\$5,380.00
08/06/2025	41463	THE AFTERMARKET PARTS CO LLC	MISC. BUS PARTS FOR REPAIRS	\$5,228.91
08/06/2025	41464	TRUE VALUE HARDWARE	PROPANE, HEDGER SERVICE, BUG KILLER, ANT BAIT, & TAPE	\$159.19
08/06/2025	41465	UMPQUA BANK COMMERCIAL CARD OPS	RECONCILED VISA CHARGES	\$8,900.34
08/06/2025	41466	WASTE CONNECTIONS OF CA INC	DUMP RUNS (QTY: 3)	\$116.23
08/06/2025	41467	WESTERN SUPPLY INC	DOUBLE SEAL CAPS AND ZINC WHEEL WEIGHTS	\$94.36
08/06/2025	41468	YOUNGDAHL CONSULTING GROUP INC	SPECIAL INSPECTION FOR BASS LAKE P&R; GEOTECHNICAL - FIELD MONITORING SERVICES	\$356.00
08/06/2025	41469	ZONAR SYSTEMS INC	ZONAR ESSENTIALS AND ANNUAL INSPECTION SERVICE	\$17,667.72
08/15/2025	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JULY 25 - AUG. 8, 2025; PAY DATE AUGUST 15, 2025	\$4,269.25
08/15/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #17 CLASSIC	\$5,701.95
08/15/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #17 PEPRA	\$16,475.29
08/22/2025	41470	.ALLEN, CYNTHIA A	MY RIDE - JULY 2025	\$31.78
08/22/2025	41471	.BEAUDION, LORENA LYNN	MY RIDE - JULY 2025	\$245.00
08/22/2025	41472	.BRIGHT, MARY J	MY RIDE - JUNE & JULY 2025	\$490.00
08/22/2025	41473	.CAMP, BETTY J	MY RIDE - JULY 2025	\$245.00
08/22/2025	41474	.CHRONISTER, RODNEY E	MY RIDE - JULY 2025	\$245.00
08/22/2025	41475	.COOPER, DEBBIE	MY RIDE - JULY 2025	\$132.02
08/22/2025	41476	.CROZIER, EILEEN JEAN	MY RIDE - JULY 2025	\$245.00
08/22/2025	41477	.DA COSTA, MONICA	MY RIDE - JULY 2025	\$245.00
08/22/2025	41478	.DRACHMAN, JENNIFER R	MY RIDE - JULY 2025	\$28.28
08/22/2025	41479	.FERREL, LAUREL KAY	MY RIDE - JULY 2025	\$242.55
08/22/2025	41480	.FICKLIN, LINDA R	MY RIDE - JULY 2025	\$95.34
08/22/2025	41481	.FILIPPELLI, JEREMY	MY RIDE - JULY 2025	\$27.30
08/22/2025	41482	.FRAZIER, WILLIAM B	MY RIDE - JULY 2025	\$93.24
08/22/2025	41483	.GALVAN, ELAINE M	MY RIDE - JUNE & JULY 2025	\$490.00
08/22/2025	41484	.GOODSPEED, DIANE C	MY RIDE - JULY 2025	\$245.00
08/22/2025	41485	.GRIFFIN, INDIA	MY RIDE - JULY 2025	\$29.47
08/22/2025	41486	.GULARTE, LARA L	MY RIDE - JULY 2025	\$245.00
08/22/2025	41487	.HAYDEN, CYNTHIA	MY RIDE - JULY 2025	\$68.60
08/22/2025	41488	.HEDGE, SAMANTHA	MY RIDE - JULY 2025	\$242.20
08/22/2025	41489	.HENDRIX, SUSAN L.	MY RIDE - JULY 2025	\$245.00
08/22/2025	41490	.HUTTON, ELIZABETH	MY RIDE - JULY 2025	\$109.55
08/22/2025	41491	.KAMENA, DENISE C	MY RIDE - JULY 2025	\$300.79
08/22/2025	41492	.KINZEL, CATHERINE	MY RIDE - JULY 2025	\$102.20
08/22/2025	41493	.LAFRANCIS II, GARY	MY RIDE - JULY 2025	\$142.30
08/22/2025	41494	.LAMB, VIVIAN J	MY RIDE - JULY 2025	\$291.90
08/22/2025	41495	.LEONARD, DONALD CHRISTOPHER	MY RIDE - JULY 2025	\$245.00
08/22/2025	41496	.LUO, LONGBAO	MY RIDE - JULY 2025	\$45.57
08/22/2025	41497	.LUSK, DEBRA SUE	MY RIDE - JULY 2025	\$109.76
08/22/2025	41498	.MAHONEY, LESLIE MAE	MY RIDE - JUNE AND JULY 2025	\$80.08
08/22/2025	41499	.MARTIN, LINA	MY RIDE - JULY 2025	\$123.90
08/22/2025	41500	.MATZINGER, LINDA IOLEEN	MY RIDE - JULY 2025	\$98.35
08/22/2025	41501	.MINOR, ZOE	MY RIDE - JULY 2025	\$239.47

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**Check Register**  
**August 2025**

Date	Num	Name	Memo	Amount
08/22/2025	41502	.MONTGOMERY, TONI P	MY RIDE - JULY 2025	\$66.50
08/22/2025	41503	.JUDGE, PHILLIP	MY RIDE - JULY 2025	\$98.56
08/22/2025	41504	.NUNEZ, FERNANDO	MY RIDE - JULY 2025	\$245.00
08/22/2025	41505	.PENUMECHCHU, SRINIVAS	MY RIDE - JULY 2025	\$245.00
08/22/2025	41506	.PERKINS, NANCY	MY RIDE - JULY 2025	\$53.83
08/22/2025	41507	.POLANSKI, MARIOLA	MY RIDE - JULY 2025	\$104.30
08/22/2025	41508	.RAI, PRAVIND	MY RIDE - JULY 2025	\$245.00
08/22/2025	41509	.RASLEAR, BARBARA S	MY RIDE - JULY 2025	\$147.00
08/22/2025	41510	.ROGERS, TIMOTHY ALTON	MY RIDE - JULY 2025	\$87.01
08/22/2025	41511	.SHANNON, SIOBHAN	MY RIDE - JUNE (ALICE MEYER) & JULY 2025	\$441.00
08/22/2025	41512	.SHAWHAN, CHARLES	MY RIDE - JULY 2025	\$154.00
08/22/2025	41513	.SMITH, JEFFREY R	MY RIDE - JULY 2025	\$170.10
08/22/2025	41514	.SMITH, LAURA	MY RIDE - JULY 2025	\$74.90
08/22/2025	41515	.SMITH, WENDELL	MY RIDE - JULY 2025	\$449.40
08/22/2025	41516	.SORACCO, MEGAN	MY RIDE - JULY 2025	\$86.80
08/22/2025	41517	.SRINIVASAN, SWAMINATHAN	MY RIDE - APRIL, MAY, JUNE, & JULY 2025	\$843.50
08/22/2025	41518	.STOCKEL, GARY	MY RIDE - JULY 2025	\$30.52
08/22/2025	41519	.STOCKEL, JAMES	MY RIDE - JULY 2025	\$104.72
08/22/2025	41520	.TODD, JANET C	MY RIDE - JULY 2025	\$631.89
08/22/2025	41521	.TVERETINOV, ARKADY	MY RIDE - JUNE AND JULY 2025	\$490.00
08/22/2025	41522	.VAN CLEAVE, MICHA	MY RIDE - JULY 2025	\$84.98
08/22/2025	41523	.WELLS, BELINDA	MY RIDE - JULY 2025	\$457.45
08/22/2025	41524	.WHIGHAM, KAREN	MY RIDE - JULY 2025	\$232.82
08/22/2025	41525	.WOJAN, CYNTHIA J	MY RIDE - JULY 2025	\$96.32
08/22/2025	41526	.WOODS, ELIZABETH	MY RIDE - JULY 2025	\$236.60
08/22/2025	41527	.WORTHEN, DALE	MY RIDE - JULY 2025	\$245.00
08/22/2025	41528	ACC BUSINESS	AUGUST 2025 - FIBER INTERNET	\$80.00
08/22/2025	41529	ADM SCREENING	DOT MEDICAL EXAMS & DRUG TESTS, PRE-EMPLOYMENT EXAMS & SCREENING	\$1,025.00
08/22/2025	41530	APPLIED VIDEO SOLUTIONS, INC.	SECURITY VIDEO SYSTEMS UPGRADE PROJECT	\$103,394.23
08/22/2025	41531	ARNOLDS FOR AWARDS INC	AUGUST 2025 - EOM NAME ENGRAVING	\$20.00
08/22/2025	41532	CUSTOM EMBROIDERY CONCEPTS	ANNUAL UNIFORM ORDER	\$6,924.97
08/22/2025	41533	EDC COMMUNITY DEVELOPMENT SERVICES	FY 2025/26 - HAZARDOUS MATERIALS ENVIRON MGMT FEES	\$351.00
08/22/2025	41534	EL DORADO IRRIGATION DISTRICT	JUNE & JULY 2025 - WATER SERVICE AT EDH P&R	\$143.47
08/22/2025	41535	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT	\$75.00
08/22/2025	41536	EMP. MISC. REIMBURSEMENT	HOTEL FOR PATHWAY FOR WOMEN CONFERENCE (QTY: 2)	\$1,215.40
08/22/2025	41537	GLOBAL DATA VAULT LLC	JULY 2025 - MONTHLY RECOVERY BACK UP SERVICE	\$330.00
08/22/2025	41538	HUNT & SONS INC	JULY 16 TO 31, 2025 - FUEL PURCHASES	\$443.21
08/22/2025	41539	KINETICO WATER OF PLACERVILLE	JULY & AUGUST 2025 - DRINKING WATER	\$85.80
08/22/2025	41540	MAG LANDSCAPING INC	LANDSCAPING MAINTENANCE (6 SITES)	\$1,390.00
08/22/2025	41541	MARIGOLD CLEAN SACRAMENTO	AUGUST 2025 - JANITORIAL SERVICE	\$1,249.00
08/22/2025	41542	OPERATING ENGINEERS LOCAL UNION #3	AUGUST 2025 - UNION DUES	\$1,134.00
08/22/2025	41543	PROTELEISIS	AUGUST 2025 - PHONE SYSTEM ELEVATE SUBSCRIPTION	\$681.22
08/22/2025	41544	QUADIENT FINANCE USA, INC.	POSTAGE FOR POSTAGE METER	\$500.00
08/22/2025	41545	RESCO PRINTING	QTY 1000 SAC MED BROCHURES	\$402.18
08/22/2025	41546	ROBERTS & COMPANY INC	JULY 2025 - CPA SERVICES	\$555.00
08/22/2025	41547	RTS IT INC	BUS CRADLEPOINT REPLACEMENT PROJECT (PAYMENT 1 OF 2) & TROUBLESHOOTING	\$4,210.00
08/22/2025	41548	SMALL BUSINESS BENEFIT PLAN TRUST	SEPTEMBER 2025 - DENTAL & VISION PREMIUMS	\$4,198.30
08/22/2025	41549	SUN LIFE FINANCIAL	AUGUST 2025 - GROUP LIFE & LTD BENEFITS	\$2,486.69
08/22/2025	41550	TRUE VALUE HARDWARE	EXTREME MNT TAPE AND SINGLE SIDED KEY	\$21.40
08/22/2025	41551	VERIZON WIRELESS	JULY 2025 - CELLULAR SERVICE	\$2,068.03
08/22/2025	41552	WILKINSON PORTABLES INC	JULY 11, 2025 TO AUG. 7, 2025 - PORTABLE TOILET & WASH STATION RENTAL FOR CAMBRIDGE P&R	\$170.00
08/22/2025	41553	YOUNGDAHL CONSULTING GROUP INC	SPECIAL INSPECTION FOR BASS LAKE P&R; GEOTECHNICAL - FIELD MONITORING SERVICES	\$356.00
08/27/2025	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	GASB 68 FEES	\$350.00
				<b>\$744,450.06</b>

AGENDA ITEM 1 C  
Consent Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Erik Bergren, Planning and Marketing Manager  
**SUBJECT:** August 2025 Ridership Report

**REQUESTED ACTION:**

**BY MOTION,**

**Receive and file the August 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 August 2025, ridership for Demand Response and Commuter Routes trended up and Local Fixed Routes stayed flat. Fiscal year-to-date ridership was up 6.9% overall.

The attached August 2025 Ridership Report compares systemwide monthly passenger trips to the same period in the previous fiscal year. Overall ridership increased by 3.0% compared to the previous year. Demand Response ridership increased 10.2%, Local Fixed Route ridership increased by 0.1%, and Commuter ridership increased by 4.9%. Commuter ridership has leveled off after 13 straight months of double-digit increases.

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.

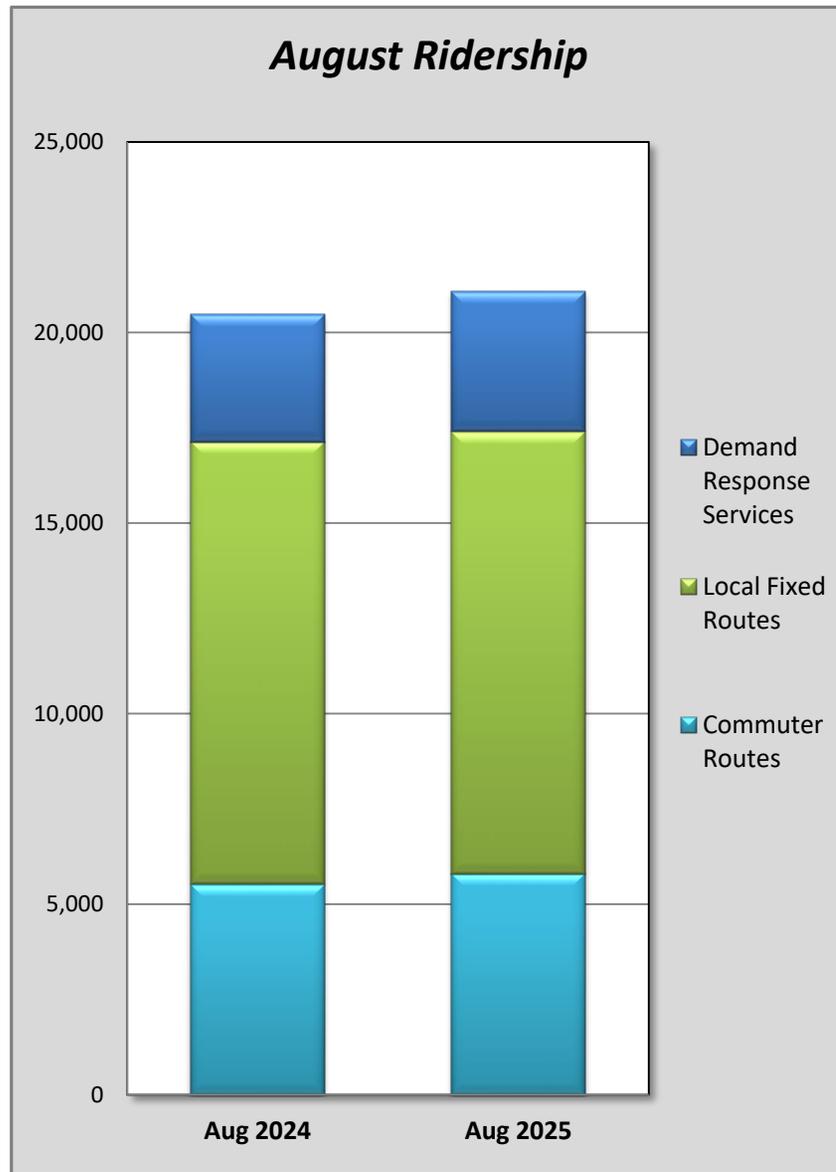
# August 2025 Ridership Report

Demand Response Services	Aug 2024	Aug 2025	% Change
Dial-a-Ride	1,062	1,066	0.4%
Sac-Med	40	56	40.0%
ADA Paratransit	237	311	31.2%
M.O.R.E.*	773	706	-8.7%
Senior Day Care*	0	0	0.0%
My Ride	1,230	1,544	25.5%
<b>Total Demand Response</b>	<b>3,342</b>	<b>3,683</b>	<b>10.2%</b>

Local Fixed Routes	Aug 2024	Aug 2025	% Change
20 - Placerville	1,434	1,849	28.9%
25 - Saturday Express	436	481	100.0%
30 - Diamond Springs	1,466	1,169	-20.3%
35 - Diamond Springs Saturday	142	180	100.0%
40 - Cameron Park	1,147	1,188	3.6%
50x - 50 Express	5,352	5,304	-0.9%
60 - Pollock Pines	1,627	1,443	-11.3%
<b>Total Local Fixed Routes</b>	<b>11,604</b>	<b>11,614</b>	<b>0.1%</b>

Commuter Routes	Aug 2024	Aug 2025	% Change
Sacramento Commuter	4,512	5,002	10.9%
Reverse Commuter	39	59	51.3%
Sacramento/Tahoe Connector	972	731	-24.8%
<b>Total Commuter Routes</b>	<b>5,523</b>	<b>5,792</b>	<b>4.9%</b>

	Aug 2024	Aug 2025	% Change
<b>Systemwide</b>	<b>20,469</b>	<b>21,089</b>	<b>3.0%</b>
Passengers per Revenue Hour	5.0	4.9	-1.7%



\*Contracted Services - Ridership Determined by Client Enrollment

# Fiscal Year-to-Date Ridership Report

## July - August

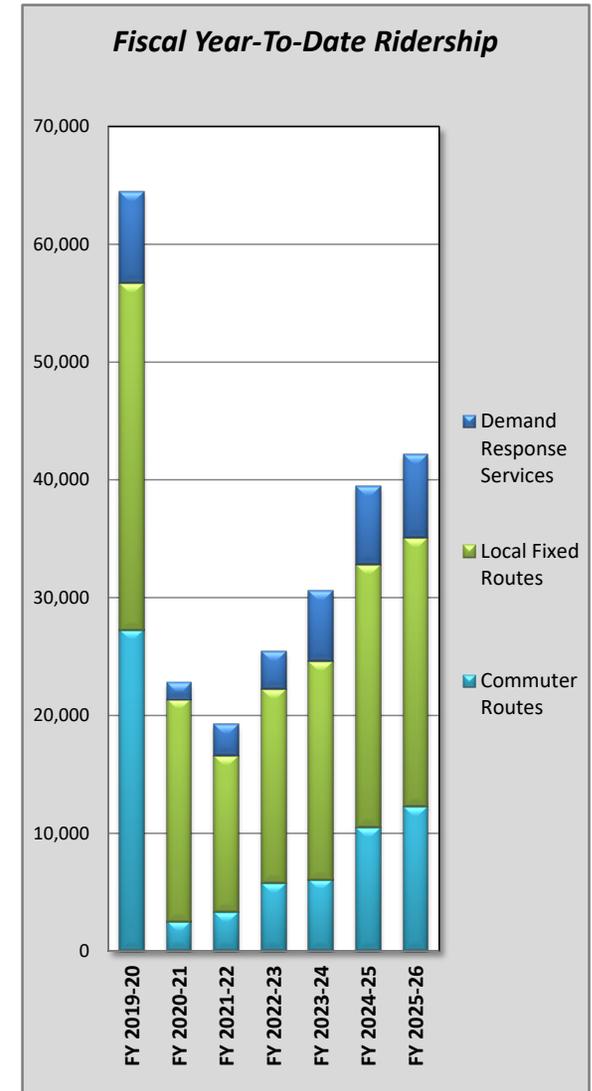


Demand Response Services	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
Dial-a-Ride	2,723	1,019	1,116	1,445	2,198	2,041	2,062	1.0%
Sac-Med	53	26	44	34	69	89	120	34.8%
ADA Paratransit	134	204	458	450	474	509	627	23.2%
M.O.R.E.*	3,919	190	1,025	1,145	1,359	1,517	1,452	-4.3%
Senior Day Care*	934	0	0	0	0	0	0	0.0%
My Ride	0	0	0	127	1,849	2,466	2,797	13.4%
<b>Total Demand Response</b>	<b>7,763</b>	<b>1,439</b>	<b>2,643</b>	<b>3,201</b>	<b>5,949</b>	<b>6,622</b>	<b>7,058</b>	<b>6.6%</b>

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	7,638	3,172	2,011	2,626	2,752	2,998	3,637	21.3%
25 - Saturday Express	895	603	551	0	0	725	842	16.1%
30 - Diamond Springs	4,375	1,905	1,394	1,860	2,136	2,653	2,265	-14.6%
35 - Diamond Springs Saturday	271	144	162	0	0	236	301	27.5%
40 - Cameron Park	2,604	2,148	1,542	2,019	2,093	2,339	2,325	-0.6%
50x - 50 Express	6,707	6,937	5,598	6,833	8,545	10,203	10,385	1.8%
60 - Pollock Pines	6,960	3,926	2,026	3,120	3,006	3,116	3,070	-1.5%
<b>Total Local Fixed Routes</b>	<b>29,450</b>	<b>18,835</b>	<b>13,284</b>	<b>16,458</b>	<b>18,532</b>	<b>22,270</b>	<b>22,825</b>	<b>2.5%</b>

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	27,030	2,480	2,392	3,809	4,305	8,496	10,660	25.5%
Reverse Commuter	224	22	9	37	50	65	78	20.0%
Sacramento/Tahoe Connector	0	0	892	1,908	1,716	1,961	1,530	-22.0%
<b>Total Commuter Routes</b>	<b>27,254</b>	<b>2,502</b>	<b>3,293</b>	<b>5,754</b>	<b>6,071</b>	<b>10,522</b>	<b>12,268</b>	<b>16.6%</b>

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	% Year Change
<b>Systemwide</b>	<b>64,467</b>	<b>22,776</b>	<b>19,220</b>	<b>25,413</b>	<b>30,552</b>	<b>39,414</b>	<b>42,151</b>	<b>6.9%</b>
Passengers per Revenue Hour	7.3	4.0	3.3	4.5	4.1	4.6	4.9	18.9%



\*Contracted Services - Ridership Determined by Client Enrollment

AGENDA ITEM 1 D  
Consent Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Erik Bergren, Planning and Marketing Manager  
**SUBJECT:** Vehicle Replacement Plan for Fiscal Years 2025/26 Through 2030/31

**REQUESTED ACTION:**

**BY MOTION,**

**Approve Vehicle Replacement Plan for Fiscal Years 2025/26 through 2030/31**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) adopted the attached Vehicle Replacement Policy on August 7, 2014 based on Caltrans and Federal Transit Administration (FTA) guidelines. El Dorado Transit is required to utilize FTA guidelines for replacement vehicles purchased through FTA capital assistance grant programs. A copy of the Vehicle Replacement Policy is included for reference. This policy is critical for budget forecasting, vehicle inventory management and developing capital assistance grants.

**DISCUSSION**

The Replacement Plan for Fiscal Year (FY) 2025/26 through FY 2030/31 represents a plan for replacement of current fleet vehicles contingent upon available capital revenues and grant opportunities. The inclusion of Zero Emission Bus (ZEB) requirements will increase the estimated replacement costs for Local Fixed Route and Commuter buses. Zero emission cutaway buses and vans are still in development, and costs will be updated once available.

**FISCAL IMPACT**

The approximate replacement cost for anticipated vehicle purchases FY 2025/26 through FY 2030/31 is \$13,113,000 including a 3% annual cost escalator. Individual replacement projects are added to the CIP on an annual basis and brought before the Board for review and approval as needed.

**PROPOSED VEHICLE REPLACEMENT PLAN**  
**October 2025**



Vehicle #	Vehicle Type	Vehicle Description	Vehicle		FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
			Replacement Cost	Mileage as of 9/22/25						
<b>Staff Vehicles</b>										
0702	Dodge Dakota	Maint Vehicle	\$45,000	89,483						
M-7055	Ford Box Van	Maint Vehicle	\$50,000	32,576						X
1608	Ford Cmax	5 psgr staff car	\$25,000	65,304						X
1609	Ford Cmax	5 psgr staff car	\$25,000	71,374						X
1610	Ford Cmax	5 psgr staff car	\$25,000	74,255						X
1611	Ford Cmax	5 psgr staff car	\$25,000	66,748						X
1707	Chevy Traverse	7 psgr staff car	\$35,000	30,601						
2301	Dodge Ram Truck	Maint Vehicle	\$45,000	2,436						
2401	Toyota Corolla	5 psgr staff car	\$25,000	3,359						
2402	Dodge Durango	5 psgr staff car	\$35,000	4,134						
<b>Demand Response Vans</b>										
1501	Dodge Caravan	3 psgr minivan	\$95,000	245,108	X					
1502	Dodge Caravan	3 psgr minivan	\$95,000	168,039	X					
1503	Dodge Caravan	3 psgr minivan	\$95,000	120,426	X					
1504	Dodge Caravan	3 psgr minivan	\$95,000	128,776	X					
1907	Dodge Caravan	3 psgr minivan	\$95,000	127,301			X			
1908	Dodge Caravan	3 psgr minivan	\$95,000	157,588			X			
1909	Dodge Caravan	3 psgr minivan	\$95,000	157,866			X			
1910	Dodge Caravan	3 psgr minivan	\$95,000	64,094			X			
1911	Dodge Caravan	3 psgr minivan	\$95,000	71,190			X			
2201	Ford Transit Van	8 psgr van	\$95,000	17,465						X
<b>Demand Response Buses</b>										
1601	Ford Cutaway	26 psgr bus	\$140,000	107,074		X				
1602	Ford Cutaway	26 psgr bus	\$140,000	150,964		X				
1603	Ford Cutaway	26 psgr bus	\$140,000	200,520		X				
1604	Ford Cutaway	26 psgr bus	\$140,000	117,629		X				
1605	Ford Cutaway	26 psgr bus	\$140,000	126,289		X				
1607	Ford Cutaway	26 psgr bus	\$140,000	89,926		X				
1901	Ford Cutaway	20 psgr bus	\$140,000	21,608						X
1902	Ford Cutaway	20 psgr bus	\$140,000	23,756						X
1903	Ford Cutaway	20 psgr bus	\$140,000	22,890						X
1904	Ford Cutaway	20 psgr bus	\$140,000	22,329						X
1905	Ford Cutaway	20 psgr bus	\$140,000	22,392						X
1906	Ford Cutaway	26 psgr bus	\$140,000	25,334						X
<b>Motor Buses - Local Fixed Route</b>										
0606	Blue Bird Xcel 37	37 psgr bus	\$900,000	257,781	X					
0607	Blue Bird Xcel 37	37 psgr bus	\$900,000	357,372		X				
1701	Gillig 35' Low Floor	31 psgr bus	\$900,000	381,371						
1702	Gillig 35' Low Floor	31 psgr bus	\$900,000	384,125						
1703	Gillig 35' Low Floor	31 psgr bus	\$900,000	209,791						
1704	Gillig 35' Low Floor	31 psgr bus	\$900,000	389,352						
1705	Gillig 35' Low Floor	31 psgr bus	\$900,000	433,453						
1706	Gillig 35' Low Floor	31 psgr bus	\$900,000	420,253						
2001	Gillig 35' Low Floor	31 psgr bus	\$900,000	257,178						
2002	Gillig 35' Low Floor	31 psgr bus	\$900,000	247,723						
2003	Gillig 35' Low Floor	31 psgr bus	\$900,000	241,127						
2004	Gillig 35' Low Floor	31 psgr bus	\$900,000	242,538						
<b>Commuter Buses</b>										
1001	MCI D4500	57 psgr bus	\$1,000,000	398,270						
1002	MCI D4500	57 psgr bus	\$1,000,000	412,629						
1003	MCI D4500	57 psgr bus	\$1,000,000	409,551						
1004	MCI D4500	57 psgr bus	\$1,000,000	361,780						
1005	MCI D4500	57 psgr bus	\$1,000,000	393,528	X					
1006	MCI D4500	57 psgr bus	\$1,000,000	466,084	X					
1007	MCI D4500	57 psgr bus	\$1,000,000	442,425		X				
1008	MCI D4500	57 psgr bus	\$1,000,000	405,643		X				
1009	MCI D4500	57 psgr bus	\$1,000,000	471,693		X				
1202	MCI D4500	57 psgr bus	\$1,000,000	322,109				X		
1401	MCI D4500	57 psgr bus	\$1,000,000	266,066						X
1801	MCI D4500	57 psgr bus	\$1,000,000	281,570						
1802	MCI D4500	57 psgr bus	\$1,000,000	262,363						
1803	MCI D4500	57 psgr bus	\$1,000,000	188,544						
1804	MCI D4500	57 psgr bus	\$1,000,000	184,705						
1805	MCI D4500	57 psgr bus	\$1,000,000	210,077						

# EL DORADO COUNTY TRANSIT AUTHORITY

Subject	Policy Number	Date Adopted
Vehicle Replacement Policy	B-3	Revised August 7, 2014 Initial February 6, 1997

## VEHICLE REPLACEMENT POLICY

### 1.0 INTRODUCTION

Designation and disposition of vehicles past Useful Life are regulated by both the Federal Transit Administration (FTA) and the El Dorado County Transit Authority (El Dorado Transit) when either has contributed a portion to the cost of a vehicle. FTA Grant Management Guidelines C5010.1C contains federal rules for determining the eligibility and disposition of vehicles. Useful Life is defined by the FTA based on mileage or period of time federally purchased assets are expected to remain in public transportation service. Public transit vehicles past Useful Life are eligible for replacement under federal regulations.

#### 1.01 Purpose

- (a) Update the El Dorado County Transit Authority (Board) policy of Useful Life standards; and
- (b) Develop local Useful Life standards that align with FTA Useful Life standards; and
- (c) Ensure mandatory compliance for asset/vehicle replacement with regard to capital assets purchased with federal funds.

#### 2.00 Useful Life Policy

**Adopt the following Federal Transit Administration (FTA) Rules for Useful Life Cycle (Source: [www.fta.com](http://www.fta.com) Grant Management Guidelines C 5010.1C) as the Local Vehicle Replacement Policy.**

**Vehicle Replacement Policy for El Dorado County Transit Authority**

<b>Category</b>	<b>Length</b>	<b>Approx. GWW*</b>	<b>Seats</b>	<b>Average Cost</b>	<b>Years</b>	<b>Miles</b>
Heavy-Duty Large Bus	35 to 48 ft	33,000 to 40,000	27 +	\$325,000 to over \$600,000	12	500,000
Heavy-Duty Small Bus	30 ft	26,000 to 33,000	26 to 35	\$200,000 to \$325,000	10	350,000
Med-Duty and Purpose-Built Bus	30 ft	16,000 to 26,000	22 to 30	\$75,000 to \$175,000	7	200,000
Light-Duty Small Bus	25 to 35 ft	10,000 to 16,000	16 to 25	\$50,000 to \$65,000	5	150,000
Light-Duty Small Bus, Cutaways and Modified Van	16 to 28 ft	6,000 to 14,000	10 to 22	\$30,000 to \$40,000	4	100,000

\*Gross Vehicle Weight

**2.01 Responsibilities**

**2.01.1 Board of Directors**

The El Dorado County Transit Authority Board of Directors shall:

- (a) Adopt Useful Life policy that complies with the federally mandated Useful Life policy for disposition of capital assets acquired by or with contributions from federal funds; and
- (b) Adopt a local Useful Life policy that aligns with federal Useful Life policy; and
- (c) Adopt rules and procedures for disposing of federally-funded capital assets beyond their Useful Life (“surplus”) in an open public process that meets local, state and federal laws, rules and requirements.

**2.01.2 Executive Director**

The Executive Director or his/her designee is responsible for managing the Useful Life policy, as follows.

- (a) Plan for vehicle replacement to maintain active inventory and a back-up or spare ratio to support continuation of on-going delivery of public transportation; and
- (b) Submit appropriate vehicles that meet criteria of beyond Useful Life to Board for surplus designation; and
- (c) Exempt certain surplus vehicles from donation if necessary for ongoing maintenance to support active fleet vehicles; and

- (d) Develop procedures for submitting multiple year replacement plans for Board approval; and
- (e) Develop procedures for surplus vehicle disposition under Board policy; and
- (e) Execute and maintain documentation related to Useful Life vehicle maintenance; disposition; transfer, etc..

**2.01.3 Employees**

All employees should review and understand this Policy.

**4.00 EFFECTIVE DATE**

This Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, letters of intent, or positions of El Dorado Transit on this subject.

**4.01 Board Resolutions**

Resolution Number	Date Board Approved
Resolution No. 14-16	August 7, 2014



6565 COMMERCE WAY  
DIAMOND SPRINGS, CA 95619-9454  
(530) 642-5383  
FAX (530) 622-BUSS  
www.eldoradotransit.com

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 14-16**

**RESOLUTION OF THE BOARD OF DIRECTORS ADOPTING THE BOARD  
SURPLUS VEHICLE DONATION POLICY NUMBER G-4**

**WHEREAS;** the El Dorado County Transit Authority provides public transportation with a combination of local, state and federal funding, and

**WHEREAS;** the El Dorado County Transit Authority wishes to provide government agencies and local non-profit organizations opportunities to accept accessible lift-equipped vehicles; and

**WHEREAS;** public transit vehicles that are beyond mandated useful life are considered surplus; and

**WHEREAS;** vehicles designated as surplus by the El Dorado County Transit Agency may be transferred to government agencies and legal nonprofit agencies; and

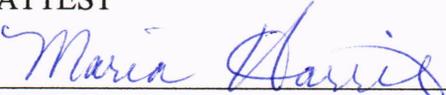
**WHEREAS;** the El Dorado County Transit Authority applies for federal funds to replace public transit service and support vehicles that are beyond their useful life; and

**NOW THEREFORE BE IT RESOLVED,** that the El Dorado County Transit Authority Board adopts Board Policy Surplus Vehicle Donation Policy Number G-4 incorporated herein.

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 7<sup>th</sup> day of August 2014 by the following vote:

AYES: **PB, TW, BV, RB** NOES: **0** ABSTAIN: **0** ABSENT: **RM**

  
\_\_\_\_\_  
Ron Briggs, Chair

ATTEST  
  
\_\_\_\_\_  
Maria Harris, Secretary to the Board

AGENDA ITEM 1 E  
Consent Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** Updated Purchasing Policies and Procedures Manual

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

**Adopt Resolution No. 25-25 replacing the existing Purchasing Policies and Procedures Manual with the new proposed version**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) reviews its policies and procedures on a regular basis for compliance with current state and federal laws, clarification of current policy language, as well as consideration of new policies and procedures based on best industry practices.

At the October 2024 El Dorado County Transit Authority 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 being presented for consideration.

The Purchasing Policies and Procedures Manual from 2012 is available for review at <https://eldoradotransit.com/board-meeting/october-2-2025/>

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
EL DORADO COUNTY TRANSIT AUTHORITY  
UPDATING THE PURCHASING POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, one of El Dorado County Transit Authority (“El Dorado Transit”) key governance policies is the Purchasing Policies and Procedures Manual (“Policies”); and

**WHEREAS**, the last revision to the Policy was on May 3, 2012; and

**WHEREAS**, the proposed Policy includes a full update needed to comply with updated laws and regulations and incorporate Board approved policy changes.

**WHEREAS**, the proposed Policy has been updated to include all federal and state laws; and

**WHEREAS**, the proposed Policy improves readability and ease of use; and

**NOW, THEREFORE**, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board adopts the attached revised Purchasing Policies and Procedures Manual of the El Dorado County Transit Authority.

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of the Board held on the 2<sup>nd</sup> day of October 2025, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
David Yarbrough, Chairperson

ATTEST:

\_\_\_\_\_  
Megan Wilcher, Secretary to the Board



# **EL DORADO TRANSIT**



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## **Procurement Policies and Procedures Manual**

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## 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 #25-25; 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.

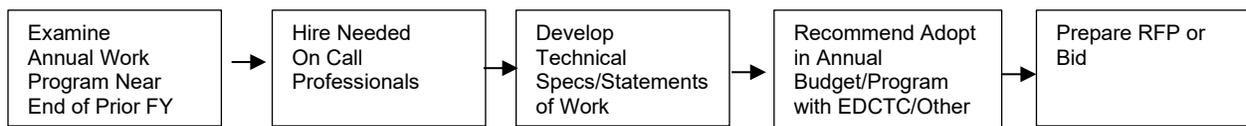
The originator shall coordinate closely with the requesting department to determine the detailed requirements for the piece of equipment/material required. The description shall include:

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	<b>Bid</b> 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	<b>Bid</b> 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	<b>Bid over \$200,000</b> 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	<b>Bid</b> Board Davis Bacon Wages over \$2,000	A/P ACH	Yes	FTA Above Above \$150,000 (See Ch 15)  Build America for Construction	Authority DBE Goals  Yes
<b>Sole Source</b>	Applies to all categories above as shown in this policy							
<b>Emergency</b>	Applies to all categories above as shown in this policy							
<b>Blanket PO</b>	Office supplies, fuel purchases, utilities, subscriptions, memberships, insurance, employee reimbursements							
<b>Notes:</b>								
<b>Simplified Purchase Process (SPP):</b> Generally, involves less formal procedures and fewer documentation and approvals.								
<b>Three Quotes:</b> Required for purchases between \$15,001 and \$250,000, where applicable.								
<b>Formal RFQ/RFP:</b> Required for detailed procurement processes, including for purchases over \$250,000, with board approval								
<b>Contract Required:</b> Indicates whether a formal contract is necessary, which generally applies for higher amounts and more formal procurement processes.								
<b>Contract Review:</b> 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 7: 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 8: 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 9: 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 10: 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 is 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 11: 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 12: 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 13: 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 14: 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:

- a. A **pre-bid** or solicitation phase protest is received prior to the bid opening or proposal due date.
- b. 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.
- c. 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 15: 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 Contact 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.

**PREPREPOSAL 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. S632) 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.

## CHAPTER 16: LIST OF FTA CLAUSES

### REQUIRED THIRD-PARTY CONTRACT CLAUSES (excluding micro-purchases, except for construction contracts over \$2,000)

FTA CLAUSES	COMMENTS
<b>All FTA-Assisted Third-Party Contracts and Subcontracts</b>	
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	
<b>Awards Exceeding \$10,000</b>	
Termination Provisions	49 CFR Par 18 Not Required of States
<b>Awards Exceeding \$25,000</b>	
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.
<b>Awards Exceeding \$100,000 by Statute</b>	
Lobbying	Contractors that apply or bid for an award exceeding \$100,000.
<b>Awards Exceeding \$150,000 by Statue</b>	
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
<b>Awards Exceeding \$250,000 (Simplified Acquisition Threshold) by Statue</b>	
Provisions for Resolution of Disputes, Breaches, or Other Litigation	For procurements over the Federal Simplified Acquisition threshold

<b>Transport of Property or Persons</b>	
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
<b>Construction Activities</b>	
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
<b>Nonconstruction Activities</b>	
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
<b>Transit Operations</b>	
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.

<b>Planning, Research, Development, and Documentation Projects</b>	
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
<b>Miscellaneous Special Requirements</b>	
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.
<b>Rolling Stock (Certification &amp; Reports)</b>	
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 17: 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:**

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**HOW DID YOU DETERMINE PRICE FAIR AND REASONABLE?**

HISTORICAL PRICES

PERSONAL KNOWLEDGE

CATALOGUE / MARKET PRICE

RECENT COMPETITION

OTHER EXPLAIN:

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**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:**

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**HOW DID YOU DETERMINE PRICE FAIR AND REASONABLE?**

HISTORICAL PRICES

PERSONAL KNOWLEDGE

CATALOGUE / MARKET PRICE

RECENT COMPETITION

OTHER EXPLAIN:

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**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## EL DORADO COUNTY TRANSIT AUTHORITY FORMAL CHECKLIST

Date: _____ Completed by: _____	
PO/Contract No: _____	
Source of Funding: _____	
<b>Method of Procurement: (Check one box)</b>	
Competitive RFP: <input type="checkbox"/>	Competitive Bid: <input type="checkbox"/> A&E Services: <input type="checkbox"/> Sole Source: <input type="checkbox"/>
<b>Reason for Non-Competition:</b>	
<b>Reason for Procurement:</b>	
<b>Contract Type:</b>	
<b>Rationale for contract type:</b>	
<b>Reason for Contractor selection or rejection: (ex. Lowest Responsive, Responsible Bidder)</b>	
Evaluation results were:	
<b>Basis for Contract Price:</b>	
Accepted contractor's proposed pricing:	
Negotiated Price (attached memorandum):	
Other:	
<b>Cost / Price Analysis:</b>	
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:	
<b>Summary of Responsibility and Responsiveness Checks:</b>	
<b>Award</b>	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 18: 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.

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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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.

**FORM 1 CONTINUED**

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

**EL DORADO COUNTY TRANSIT AUTHORITY  
CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

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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

**EL DORADO COUNTY TRANSIT AUTHORITY  
CERTIFICATION REGARDING LOBBYING**

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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.]

**FORM 3 CONTINUED**

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

EL DORADO COUNTY TRANSIT AUTHORITY  
**DRUG-FREE WORKPLACE CERTIFICATION**

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**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.

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**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.

**FORM 4 CONTINUED**

**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/she 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\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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 it 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

Official Address:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**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

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.

661

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.

**FORM 8 CONTINUED**

**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: \_\_\_\_\_

**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: \_\_\_\_\_

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: \_\_\_\_\_

AGENDA ITEM 1 F  
Consent Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** Transportation Development Act (TDA) for Fiscal Year  
2024/25 State of Good Repair Funds Actual Allocation and Claim

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

**Adopt Resolution No. 25-26 Authorizing the Executive Director to submit a revised claim for Transportation Development Act (TDA) State of Good Repair (SGR) funds for Fiscal Year 2024/25.**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) operates in part with funding from the Transportation Development Act (TDA) which includes the Local Transportation Fund (LTF) and State Transit Assistance (STA) and the recently enacted State of Good Repair (SGR) funds. The SGR funds are from a portion of the Transportation Improvement Fee created from State Bill (SB) 1, the Road Repair and Accountability Act of 2017.

**DISCUSSION**

El Dorado Transit has prepared a claim for \$330,780.03 for Fiscal Year (FY) 2024/25 Transportation Development Act State of Good Repair funds based on the allocation and interest earned as provided by the El Dorado County Transportation Commission (EDCTC). The complete SGR claim packet is available for review during regular business hours at the El Dorado Transit office – 6565 Commerce Way, Diamond Springs, CA.

**FISCAL IMPACT**

The requested \$323,647.00 in principal and \$7,133.03 interest has been adjusted for the financial and compliance audit being held October 13<sup>th</sup> through the 17<sup>th</sup>, 2025.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 25-26**

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE EL DORADO COUNTY TRANSIT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT A REVISED  
CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) STATE OF GOOD  
REPAIR (SGR) FUNDS

**WHEREAS**, the SGR fund was established due to funding from Senate Bill (SB) 1, The Road Repair and Accountability Act of 2017; and

**WHEREAS**, on May 2, 2024, the Fiscal Year 2024/25 SGR Fund estimated allocation of \$308,398.00 was approved by the El Dorado County Transportation Commission (EDCTC); and

**WHEREAS**, on June 6, 2024, the EDCTC authorized the Bus Parking Lot Repair and Rehabilitation as the primary project to be funded by the Fiscal Year (FY) 2024/25 SGR Program; and

**WHEREAS**, the State’s Controller’s Office issued the FY 2024/25 SGR fund report of the actual total amount of \$330,780.03; and

**WHEREAS**, the El Dorado County Transit Authority intends to use its TDA SGR funding to finance the approved primary project of the Bus Parking Lot Rehabilitation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Director or the designated representative shall be authorized to file a claim for the TDA SGR per Sections 99313 and 99314 funding for transit services for fiscal year 2024/25 as follows:

Bus Parking Lot Rehabilitation	\$323,647.00
Interest Earned	\$ 7,133.03

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board, held on the 2<sup>nd</sup> day of October, 2025 by the following vote of said Board:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

\_\_\_\_\_  
David Yarbrough, Chairperson

ATTEST:

\_\_\_\_\_  
Megan Wilcher, Secretary to the Board

AGENDA ITEM 2 A  
Action Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** Final Amended Operating Budget for Fiscal Year 2024/25

**REQUESTED ACTION:**

**BY MOTION,**

**Receive and file the Final Amended Operating Budget for Fiscal Year 2024/25 as proposed**

**BACKGROUND**

As of August 29, 2025, most work related to El Dorado County Transit Authority (El Dordo Transit) posting was accomplished to close the internal Fiscal Year (FY) 2024/25 financials.

A Final Amended Operating Budget is typically presented to the Board of Directors following the close of the fiscal year and prior to completion of an independent financial audit. The proposed Final Amended FY 2024/25 Operating Budget (attached) reflects fiscal year-end adjustments from the adopted mid-year version, based on actual revenue and expenses realized during the period.

**DISCUSSION**

The proposed Final Amended FY 2024/25 Operating Budget reflects a significant increase in overall revenue of \$185,500; salary and benefit accounts increased by \$274,339; general expenses decreased by \$403,900. Outlined below are the recommended adjustments by line item with comments. The attached Final Amended FY 2024/25 Operating Budget sheet presents the adopted mid-year budget amounts for comparison and shows the net changes proposed.

The proposed Final Amended FY 2024/25 Operating Budget includes limited-time revenue from emergency ARPA Act funding in the amount of \$138,875 allocated under the Federal Transit Administration (FTA) Section 5311 program and \$189,221 under the FTA Section 5307 program. The Joint Exercise of Powers Agreement (JPA) of the El Dorado Transit Section 11.3 states the following: *“The EDCTA shall actively seek to maximize utilization of Federal, State, and other available revenues which shall be applied towards such operating and capital expenditures...”*

Maximum use of Federal ARPA Act funds, Formulaic funds in the FTA 5311 program and competitive FTA 5311(f) in FY 2024/25 has allowed for a deferral of Local Transportation Funds (LTF), for use in the FY 2025/26 Operating and Capital Budgets. The final amount will be determined during the Audit and brought to the Board in December 2025.

El Dorado Transit management and staff worked well within the overall mid-year budget expense projections.

Due to Federal operating monies, an increase in farebox recovery revenues, and strategic placement of funds to yield higher than normal interest income, an increase of \$315,061 in Contingency Funds now totaling \$407,333 has been realized. Staff is recommending the use of these (LTF) for matching funds in the Capital Budget to preserve State Transit Assistance (STA) funds in FY 2024/25. Any remaining funds will represent the projected amount of conventional State funding offset for use in the FY 2025/26 operating budget.

### *REVENUE ACCOUNTS*

El Dorado Transit saw an overall increase of approximately \$185,500 in revenue accounts.

- 1 Fair Shuttle AB2766 Grant decreased to reflect awarded amount for FY 2024/25.
- 2 Cash Fares increased to accurately reflect receipts.
- 3 Commuter Route Fare Media increased to accurately reflect receipts.
- 4 Local Route Fare Media increased to accurately reflect receipts.
- 5 Capitol Corridor Joint Powers Authority (CCJPA) Income decreased to accurately reflect the invoiced revenue.
- 6 Advertising Revenue increased to accurately reflect receipts.
- 7 Interest Income increased to correctly reflect deposited interest amounts for FY 2024/25.

### *SALARY & BENEFITS EXPENSE ACCOUNTS*

Overall, the total Salary and Benefits expenditures were managed well with an overall increase of \$274,339.

- 8 Regular Employee salary expenses decreased to reflect staffing shortages in operations. Regular employees worked additional shifts.
- 9 Temporary Employee costs decreased to reflect actual usage of the extra-help employees.
- 10 Overtime increased to accurately reflect costs.
- 11 Special Pays increased slightly due to newly negotiated special pays for Air Brakes, Shift Differential, Tahoe Route, Trainer, Weekend and Chain.
- 12 Employee Retirement decreased overall but due to the one-time Board Approved \$1,150,000 payments to help fund the Unaccrued Pension Liabilities this account increased. Normally these costs are directly tied to regular pay and special pay.
- 13 Health Insurance decreased to reflect actual premium expenses.
- 14 Unemployment Insurance decreased to reflect actual reimbursement costs.
- 15 Long Term Disability/Life insurance decreased to reflect actual premium costs.
- 16 Workers' Compensation decreased to premium.

- 17 Social Security (FICA) Payroll Tax decrease reflected actual costs. These costs are driven by the actual hours worked by extra temporary employees.
- 18 Medicare Payroll Tax reduced to accurately reflect actual costs.

*SERVICE & SUPPLY EXPENSE ACCOUNTS*

Total Services and Supplies accounts (including the Contingency line item) decreased by \$88,839.

- 19 Professional Services decreased closer to actual expenses.
- 20 Employee Medical Exams decreased closer to actual expenses.
- 21 Background Checks decreased closer to actual expenses.
- 22 Vehicle Maintenance (In-House) increased closer to actual expenses.
- 23 Fuel Purchase decreased closer to actual expenses.
- 24 Vehicle Maintenance/Tires & Tubes decreased closer to actual expenses.
- 25 Vehicle Maintenance/Lubricants decreased closer to actual expenses.
- 26 Vehicle Maintenance/Small Shop Tools decreased closer to actual.
- 27 Vehicle Maintenance/Sales Tax/Fuel & Lubricants decreased closer to actual expenses.
- 28 Communications – Phone decreased closer to actual expenses.
- 29 Utilities increased slightly to closer match actual expenses.
- 30 Utilities Park & Ride slightly decreased closer to actual expenses.
- 31 Insurance Premiums/Public Liability increased to reflect the two (2) month pre-paid allocation of FY 2025/26 premiums in FY 2024/25.
- 32 Insurance Premiums/Physical Damage decreased to reflect the two (2) month pre-paid allocation of FY 2025/26 premiums in FY 2024/25.
- 33 Insurance Premiums/Commercial Insurance decreased closer to actual premiums.
- 34 Insurance Premiums/Employer Practices Liability Insurance (EPLI) decreased to reflect the two (2) month pre-paid allocation of FY 2025/26 premiums in FY 2024/25.
- 35 Operating Expenses/Other decreased closer to actual expenses.
- 36 Household Expenses decreased closer to actual expenses.
- 37 Shop Clothing & Supplies increased slightly to closer match actual expenses.
- 38 Uniforms/Other decreased closer to actual expenses.
- 39 Service Contracts/Equipment decreased closer to actual expenses.
- 40 Publications/Legal Notices increased closer to actual expenses.
- 41 Communications – Radio decreased closer to actual expenses.
- 42 Staff Development/Travel decreased closer to actual.
- 43 Memberships decreased closer to actual expenses.
- 44 Safety Equipment/Training decreased closer to actual expenses.
- 45 Office Expenses decreased closer to actual expenses.
- 46 Bank Charges decreased closer to actual.
- 47 Credit Card Charge Fees decreased closer to actual expenses.
- 48 Connect Card administration Fees decreased closer to actual expenses.
- 49 Printing decreased closer to actual expenses.
- 50 Postage decreased closer to actual expenses.
- 51 Rents/Leases – Equipment decreased to reflect closer to actual.

- 52 Equipment Purchase/Data Processing increased to actual expenses.
- 53 Equipment Purchase/Office decreased closer to actual expenses.
- 54 Special Department increased closer to actual expenses.
- 55 Marketing increased closer to actual expenses.
- 56 Maintenance/Other decreased to zero, no actual expenses.
- 57 Maintenance/Buildings decreased closer to actual expenses.
- 58 Maintenance/Equipment decreased closer to actual expenses.
- 59 Maintenance/Grounds decreased closer to actual expenses.
- 60 Park and Ride Maintenance decreased closer to actual expenses.
- 61 Maintenance/Bus Stops decreased closer to actual expenses.
- 62 AB2766 Fair Shuttle increases to reflect actual expenses of grant.
- 63 My-Ride Mileage Expenses decreased closer to actual expenses.
- 64 Contingency increased to reflect the estimated unearned funding for the FY 2024/25 Operating Budget.

### **FISCAL IMPACT**

Staff is presenting a balanced Final Amended Operating Budget for FY 2024/25 totaling \$10,113,733, which is approximately \$185,500 over the mid-year projections. El Dorado Transit's final FY 2024/25 financials will be adjusted in the independent audit process and presented during the December 2025 regularly scheduled Board meeting.

**EL DORADO COUNTY TRANSIT AUTHORITY  
MID-YEAR OPERATING BUDGET 2024/2025**

OPERATING BUDGET		FY 2024/2025 Mid Year Adopted 02/06/2025	FY 2024/2025 Final Amended Proposed 10/02/2025	Difference	
<b>REVENUE ACCOUNTS</b>					
4000.00	Transportation Development Act (TDA/LTF)	\$7,292,470	\$7,292,470	\$0	
4000.00	Transportation Development Act (TDA) Deferred	\$0	\$0	\$0	
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$761,477	\$761,477	\$0	
4100.05	Federal Transit Administration (FTA) Section 5311(f) Grant	\$75,000	\$75,000	\$0	
4100.06	Federal Transit Administration (FTA) ARPA Act Section 5311 Grant	\$138,875	\$138,875	\$0	
4107.03	Fair Shuttle AB2766 Grant	\$32,000	<b>\$21,000</b>	-\$11,000	<b>1</b>
4112.00	Federal Transit Administration (FTA) ARPA Act Section 5307 Grant	\$189,221	\$189,221	\$0	
4300.00	Cash Fares	\$108,000	<b>\$110,000</b>	\$2,000	<b>2</b>
4310.00	Contract Services	\$177,000	\$177,000	\$0	
4330.00	Commuter Route Fare Media	\$600,000	<b>\$633,000</b>	\$33,000	<b>3</b>
4350.00	Local Route Fare Media	\$90,000	<b>\$95,000</b>	\$5,000	<b>4</b>
4360.00	Paper Scrip	\$10,000	\$10,000	\$0	
4370.00	CCJPA	\$130,000	<b>\$123,000</b>	-\$7,000	<b>5</b>
4400.00	Advertising Revenue	\$14,500	<b>\$28,000</b>	\$13,500	<b>6</b>
4970.00	Interest Income	\$170,000	<b>\$320,000</b>	\$150,000	<b>7</b>
4990.00	Misc. Revenue	\$400	\$400	\$0	
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$139,290	\$139,290	\$0	
<b>TOTAL REVENUES</b>		<b>\$9,928,233</b>	<b>\$10,113,733</b>	<b>\$185,500</b>	
<b>SALARY &amp; BENEFIT ACCOUNTS</b>					
5010.00	Regular Employees	\$4,146,661	<b>\$3,558,000</b>	-\$588,661	<b>8</b>
5010.02	Temporary Employees	\$150,000	<b>\$142,500</b>	-\$7,500	<b>9</b>
5010.07	Overtime	\$120,000	<b>\$133,000</b>	\$13,000	<b>10</b>
5010.08	On Call Pay	\$7,000	\$7,000	\$0	
5010.09	ARBRK and Shift Pay	\$50,000	<b>\$56,000</b>	\$6,000	<b>11</b>
5020.01	Employee Retirement	\$600,000	<b>\$1,755,500</b>	\$1,155,500	<b>12</b>
5020.02	Health Insurance	\$1,585,000	<b>\$1,313,500</b>	-\$271,500	<b>13</b>
5020.03	Unemployment Insurance	\$15,000	<b>\$13,500</b>	-\$1,500	<b>14</b>
5020.04	LT Disability/Life Ins	\$43,000	<b>\$33,000</b>	-\$10,000	<b>15</b>
5020.05	Worker's Comp	\$138,000	<b>\$125,000</b>	-\$13,000	<b>16</b>
5070.01	OASDI - Payroll Tax - FICA	\$8,500	<b>\$7,500</b>	-\$1,000	<b>17</b>
5070.02	MEDICARE - Payroll Tax	\$60,000	\$53,000	-\$7,000	<b>18</b>
<b>TOTAL SALARY &amp; BENEFITS</b>		<b>\$6,923,161</b>	<b>\$7,197,500</b>	<b>\$274,339</b>	
<b>SERVICE &amp; SUPPLY ACCOUNTS</b>					
5030.00	Professional Services	\$250,000	<b>\$146,500</b>	-\$103,500	<b>19</b>
5030.10	Employee Medical Exams	\$15,000	<b>\$12,500</b>	-\$2,500	<b>20</b>
5030.30	Background Checks	\$3,000	<b>\$1,500</b>	-\$1,500	<b>21</b>
5040.00	Vehicle Maintenance (In-House)	\$440,000	<b>\$450,000</b>	\$10,000	<b>22</b>
5040.01	Fuel Purchase	\$650,000	<b>\$557,500</b>	-\$92,500	<b>23</b>
5040.02	Vehicle Maintenance/Tires & Tubes	\$135,000	<b>\$89,000</b>	-\$46,000	<b>24</b>
5040.03	Vehicle Maintenance/Lubricants	\$47,000	<b>\$33,000</b>	-\$14,000	<b>25</b>
5040.04	Vehicle Maintenance/Small Tools - Shop	\$5,000	<b>\$4,000</b>	-\$1,000	<b>26</b>
5040.80	Vehicle Maintenance/Sales Tax/ Fuel & Lub.	\$45,000	<b>\$39,500</b>	-\$5,500	<b>27</b>
5050.01	Communications - Phone	\$35,000	<b>\$26,000</b>	-\$9,000	<b>28</b>
5050.02	Utilities	\$56,000	<b>\$60,000</b>	\$4,000	<b>29</b>
5050.03	Utilities/ Park & Rides	\$30,000	<b>\$28,000</b>	-\$2,000	<b>30</b>
5060.01	Insurance Premiums/Public Liability	\$408,000	<b>\$421,000</b>	\$13,000	<b>31</b>
5060.02	Insurance Premiums/Physical Damage	\$26,000	<b>\$17,100</b>	-\$8,900	<b>32</b>
5060.03	Insurance Premiums/Commercial	\$15,000	<b>\$13,000</b>	-\$2,000	<b>33</b>
5060.04	Insurance Premium EPLI Package	\$35,000	<b>\$32,500</b>	-\$2,500	<b>34</b>
5090.00	Operating Expense - Other	\$3,500	<b>\$2,500</b>	-\$1,000	<b>35</b>
5090.01	Household Expenses	\$23,000	<b>\$20,500</b>	-\$2,500	<b>36</b>
5090.02	Shop Clothing & Supplies	\$10,000	<b>\$10,500</b>	\$500	<b>37</b>
5090.05	Uniforms - Other	\$30,000	<b>\$11,500</b>	-\$18,500	<b>38</b>
5090.06	Service Contracts/Equipment	\$200,000	<b>\$155,000</b>	-\$45,000	<b>39</b>
5090.08	Pubs/Legal Notices	\$2,500	<b>\$3,000</b>	\$500	<b>40</b>
5090.20	Communications - Radio	\$500	<b>\$0</b>	-\$500	<b>41</b>
5090.30	Staff Development/Travel	\$60,000	<b>\$58,000</b>	-\$2,000	<b>42</b>
5090.40	Memberships	\$6,000	<b>\$4,000</b>	-\$2,000	<b>43</b>
5090.50	Safety Equipment/Training	\$5,000	<b>\$3,500</b>	-\$1,500	<b>44</b>
5090.70	Office Expense	\$22,000	<b>\$20,500</b>	-\$1,500	<b>45</b>
5090.72	Bank Charges	\$1,500	<b>\$250</b>	-\$1,250	<b>46</b>
5090.73	Credit Card Charge Fees	\$6,000	<b>\$4,500</b>	-\$1,500	<b>47</b>
5090.74	Connect Card Administration Expenses	\$11,000	<b>\$9,500</b>	-\$1,500	<b>48</b>
5090.75	Printing	\$15,000	<b>\$8,000</b>	-\$7,000	<b>49</b>
5090.80	Postage	\$4,000	<b>\$50</b>	-\$3,950	<b>50</b>
5120.00	Rents/Leases	\$16,000	<b>\$14,500</b>	-\$1,500	<b>51</b>
5140.01	Equipment Purchase - Data Processing	\$1,000	<b>\$4,500</b>	\$3,500	<b>52</b>
5140.05	Equipment Purchase - Office	\$1,800	<b>\$1,500</b>	-\$300	<b>53</b>
5150.00	Special Department Expense	\$1,500	<b>\$4,000</b>	\$2,500	<b>54</b>
5150.01	Marketing	\$30,000	<b>\$33,500</b>	\$3,500	<b>55</b>
5160.00	Maintenance/Other	\$2,000	<b>\$0</b>	-\$2,000	<b>56</b>
5160.01	Maintenance/Buildings	\$25,000	<b>\$19,000</b>	-\$6,000	<b>57</b>
5160.03	Maintenance/Equipment	\$20,000	<b>\$15,000</b>	-\$5,000	<b>58</b>
5160.05	Maintenance/Grounds	\$25,000	<b>\$5,000</b>	-\$20,000	<b>59</b>
5160.07	Park and Ride Maintenance	\$47,500	<b>\$14,000</b>	-\$33,500	<b>60</b>
5160.09	Maintenance/Bus Stop	\$8,000	<b>\$7,000</b>	-\$1,000	<b>61</b>
4108.03	Fair Shuttle AB2766 Grant	\$0	<b>\$23,500</b>	\$23,500	<b>62</b>
5008.01	MY RIDE - Mileage Expenses	\$140,000	<b>\$125,000</b>	-\$15,000	<b>63</b>
6270.00	Contingency	\$92,272	<b>\$407,333</b>	\$315,061	<b>64</b>
<b>TOTAL SERVICES AND SUPPLIES</b>		<b>\$3,005,072</b>	<b>\$2,916,233</b>	-\$88,839	
<b>TOTAL OPERATING EXPENSES</b>		<b>\$9,928,233</b>	<b>\$10,113,733</b>	<b>\$185,500</b>	

AGENDA ITEM 2 B  
Action Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** Appointment of Chair and Vice-Chair as Members of an Ad Hoc Financial Audit Review Committee

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

1. Form an ad hoc Audit Review Committee to receive and review fiscal year (FY) 2024/25 independent fiscal and compliance audit reports
2. Appoint Chair and Vice-Chair as members to the Audit Review Committee

**BACKGROUND**

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated primarily for transit related purposes.

The TDA provides two (2) funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance (STA), which is derived from the statewide sales tax on diesel fuel.

The California Department of Tax and Fee Administration, based on sales tax collected in each county, returns the general sales tax revenues in each county's LTF. The STA funds are appropriated by the Legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenues, by formula, to planning and other selected agencies.

To ensure program compliance, TDA Section 6664 requires an independent fiscal and compliance audit of each TDA claimant be completed within 180 days following the end of the fiscal year. The El Dorado County Transportation Commission (EDCTC) is responsible for

ensuring that each TDA claimant under its jurisdiction receiving an allocation submits to EDCTC and the State Controller an annual certified fiscal audit report.

## **DISCUSSION**

Richardson and Company auditors will perform the fiscal year 2024/25 on-site audit field work at the El Dorado County Transit Authority (El Dorado Transit) during the week of October 13, 2025. Final audit reports will be completed in late October 2025 or early November 2025.

Annually, the El Dorado Transit Board of Directors (Board) appoints a two (2) person sub-committee to receive a detailed presentation of the audit results prior to submission to the full Board. Staff is recommending the establishment of an ad hoc Audit Review Committee with the Chair and Vice-Chair as permanent members.

The Audit Review Committee would convene at least once to receive an oral and written presentation of audit reports by Richardson & Company staff. The audit reports would then be included in the regular December Board meeting agenda packet as a Consent Item for consideration by the full Board.

Audit Review Committee responsibilities include:

1. Review of fiscal and compliance audits
2. One (1) meeting to receive a presentation of agency fiscal and compliance reports from the independent auditors (this meeting may be held remotely)

## **FISCAL IMPACT**

None

AGENDA ITEM 3 A  
Information Item

**MEMORANDUM**

**DATE:** October 2, 2025

**TO:** El Dorado County Transit Authority

**FROM:** Ryan Robinson, Safety Program Manager

**SUBJECT:** Draft of Updated Injury and Illness Prevention Program (IIPP)

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

**No action. Information item.**

**BACKGROUND**

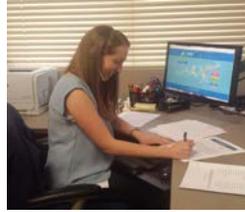
California Code of Regulations, Title 8, § 3203 requires all employers to establish, implement, and maintain an effective written Injury and Illness Prevention Program (IIPP). While (El Dorado County Transit Authority) previously had an IIPP in place, it contained excessive and unnecessary material that made the plan overly complex and difficult to manage. Following a review, the Special District Risk Management Authority (SDRMA) recommended updating the IIPP using their streamlined template, which provides a clear, practical, and compliant structure. El Dorado Transit staff used this template and tailored it specifically for agency operations.

**DISCUSSION**

The updated IIPP simplifies requirements, eliminates unnecessary content, and separates items that should appropriately stand alone as individual plans (e.g., COVID-19/Infectious Disease Response, Heat Illness Prevention, Workplace Violence Prevention). This structure aligns with Cal/OSHA standards and SDRMA best practices, ensuring the IIPP remains effective, easy to implement, and regularly maintainable. The previously Broad approved IIPP is included in the agenda for reference, but a redline version is not available due to the vast difference between the two documents. Staff recommends adoption of the updated IIPP to ensure El Dorado Transit's continued compliance and commitment to workplace safety.



**EL DORADO TRANSIT**



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# Injury and Illness Prevention Program

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**Adopted:**

**Draft**

**Prepared by:**

**El Dorado County Transit Authority**  
6565 Commerce Way  
Diamond Springs, CA  
95619 (530) 642-5383  
[www.eldoradotransit.com](http://www.eldoradotransit.com)

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### Appendices

- A. Hazardous/Unsafe Condition Report Form
- B. Accident/Incident Investigation Form
- C. Employee Safety Training Matrix

DRAFT

## Policy

El Dorado County Transit Authority (EDCTA) believes that everyone benefits from a safe and healthy work environment, and we are committed to maintaining a safe workplace while complying with applicable laws and regulations governing safety. No function at EDCTA is so critical as to require or justify a compromise of safety and health.

We have established this written Injury and Illness Prevention Program (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health policies and practices. EDCTA's IIPP must be followed by all employees, with no exceptions regarding position or title.

This IIPP includes the following elements:

- Responsibility and Authority
- Compliance
- Communication
- Hazard Assessment
- Accident Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

EDCTA's IIPP and all related forms are located in Paylocity and on the Trackit Portal.

## Responsibility and Authority

### **IIPP Administrator:**

EDCTA's Executive Director is the designated IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP. The role of the IIPP Administrator is to assist in the development, implementation, and maintenance of the IIPP.

This includes:

- Ensuring department managers and supervisors understand their roles in the implementation of the IIPP.
- Developing an accountability system to ensure departments are complying with the IIPP requirements, including educating and training their employees on their respective IIPP requirements.
- Annually reviewing the IIPP to ensure its effectiveness and requesting feedback from managers, supervisors, and employees, with day-to-day program responsibilities and enforcement authority delegated to the Safety Program Manager.

### **Managers and Supervisors:**

Managers and Supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP.

This includes:

- Ensuring IIPP procedures and requirements are implemented and followed within their department.
- Conducting appropriate safety orientation and training, covering department-specific procedures and the proper use and care of required personal protective equipment (PPE).
- Directing responsibility for conducting and documenting all training and enforcing compliance within their departments.
- Conducting required accident investigations, safety inspections, hazard identification, and hazard correction requirements as outlined in the IIPP.
- Encouraging employees to report unsafe conditions with assurance that action will be taken without fear of reprisal.
- Recognizing employee safety performance.
- Supervisors shall consult with the Safety Program Manager regarding complex or unresolved safety matters to ensure consistent application of this IIPP.

### **Employees:**

Employees are responsible for the following:

- Following all written and verbal safety policies, procedures, and directives.
- Reporting all work-related injuries immediately to their supervisor.
- Performing their duties using safe work practices.
- Reporting unsafe conditions, work practices or hazards and equipment failures immediately to their supervisor.
- Asking questions when direction is unclear.

### **Compliance**

All employees, including managers and supervisors, are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

The system to ensure all employees comply with these practices includes the following:

- Informing employees of the requirements within our IIPP in a readily understandable language.
- Training all employees on general safety policies, rules, and work practices.
- Recognize employees who perform safe and healthy work practices.
- Providing additional training to employees whose safety performance is deficient.
- Disciplining employees for failure to comply with safe and healthy work practices, as coordinated and verified by the Safety Program Manager in line with EDCTA policies, Article 9.

## Communication

We recognize open, two-way communication is essential to a safe workplace. All managers and supervisors are responsible for communicating with employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. Supervisors are expected to address safety concerns raised by their teams promptly and enforce corrective actions, with follow-up oversight by the Safety Program Manager.

Employees can report unsafe workplace conditions by talking to their supervisor and/or by completing the Unsafe Condition Report form (Appendix A). Employees can submit the form anonymously by completing an incident/accident form via the Trackit Portal, written incident/accident form, comment box, or verbally.

Our communication system includes:

- New employee orientation which includes a discussion of safety and health policies and procedures.
- Review of our IIPP.
- Safety training programs.
- Regularly scheduled safety meetings.
- Posted or distributed safety information.
- A safety team that includes employee participation from each department.

## Hazard Assessment

EDCTA has conducted a hazard assessment to identify potential hazards and exposures in our workplace. To continue to identify unsafe conditions, periodic inspections will be conducted to evaluate physical hazards, use of hazardous materials, and safe work practices.

The periodic inspection schedule is as follows:

Department/Facility/Location	Frequency
Maintenance Facility	Monthly
Office Building	Monthly

Inspection findings are reviewed for trends and consistency by the Safety Program Manager.

In addition to the periodic inspection schedule, inspections will be conducted as required in the following situations:

- When we initially established our IIPP.
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace.
- When new, previously unidentified hazards are recognized.
- When occupational injuries and illnesses occur.
- Whenever workplace conditions warrant an inspection.

## **Hazard Correction**

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazards. Supervisors are responsible for enforcing immediate corrective action within their departments, with oversight by the Safety Program Manager. When an imminent hazard exists that cannot be immediately corrected, the exposed employees will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the necessary protection.

## **Accident/Incident Investigations**

### **Reporting**

In the event you are injured or become ill as a result of your work activities; you must immediately notify your manager. If life threatening, call 911 and seek emergency treatment. If non-life-threatening, contact the 24/7 Nurse at (844) 392-8071.

If you require medical treatment, you will be directed to the EDCTA's designated medical clinic unless you have pre-designated your personal physician to treat your workplace injuries. Safety Program Manager can provide you with additional information or answer any questions you may have.

### **Investigation**

Workplace accidents/incidents resulting in injury or illness will be investigated by completing the Supervisor's Accident/Incident Investigation Form (Appendix B). The goal of the investigation is to identify contributing factors and develop prevention measures to reduce reoccurrence. Final review and determination of corrective actions will be documented by the Safety Program Manager.

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Examining the workplace for factors associated with the accident/exposure.
- Interviewing injured employees and witnesses.
- Determining the cause of the accident/exposure.
- Taking corrective action to prevent the accident/exposure from reoccurring.
- Recording the findings and actions taken.

## **Training and Instruction**

All employees will participate in safety training on general and job-specific hazards and safe work practices. Supervisors are responsible for ensuring their employees complete this training and follow procedures on an ongoing basis. Each supervisor and manager will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed. The Safety Program Manager provides oversight to ensure this training is conducted and may require retraining if deficiencies are identified.

In addition to hazard-specific safety training, training will be provided when:

- The IIPP is first established.
- New employees are hired.
- Employees are reassigned to a new area or task with no prior training.
- New substances, operations, or equipment are introduced.

Our Employee Safety Training Matrix is in Appendix C.

## **Record Keeping**

All the following IIPP documentation is maintained for a minimum of three (3) years:

- Safety training for each employee, including the employee's name, training dates, type of training, and training providers.
- Inspections, including the person(s) conducting the inspection; the unsafe conditions and work practices identified; corrective action, and follow up.
- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken.
- Safety team meeting minutes.
- Periodic program reviews.

All records are subject to review and verification by the Safety Program Manager to ensure alignment with IIPP standards.



**Appendix A**

**Hazardous/Unsafe Condition Report**

**Reporting Unsafe Condition or Practice**

Department: \_\_\_\_\_

Person Reporting: \_\_\_\_\_ Contact Information (optional): \_\_\_\_\_

Location of Hazard: \_\_\_\_\_

Building: \_\_\_\_\_ Floor: \_\_\_\_\_ Room: \_\_\_\_\_

Date and time the condition or hazard was observed: \_\_\_\_\_

Hazards posing an immediate danger to life and health should be reported as soon as possible to your supervisor, manager, or the IIPP Administrator.

Description of unsafe condition or hazard: \_\_\_\_\_

\_\_\_\_\_

What changes would you recommend to correct the condition or hazard? \_\_\_\_\_

\_\_\_\_\_

Employee Signature: (optional) \_\_\_\_\_ Date: \_\_\_\_\_

**IIPP Administrator/Manager Investigation**

Name of person investigating unsafe condition or hazard: \_\_\_\_\_

Results of investigation. What was found? Was condition unsafe or a hazard? (Attach additional sheets if necessary.)

\_\_\_\_\_

\_\_\_\_\_

Proposed action to be taken to correct hazard or unsafe condition:

\_\_\_\_\_

\_\_\_\_\_

Signature of Investigating Party: \_\_\_\_\_ Date: \_\_\_\_\_

Date reporting employee was notified of action taken (if not an anonymous report) \_\_\_\_\_



**Appendix B  
Supervisor's Accident/Incident Investigation Form**

<b>Department</b>	<b>Incident Date</b>	<b>Date Reported</b>
<b>Injured Employee</b>	<b>Position/Title</b>	<b>Full Time/Part Time/Other</b>
<b>Incident Location</b>	<b>Incident Time</b>	<b>Supervisor</b>
<b>Type of Injury/Illness</b>	<b>Affected Body Parts</b>	<b>Lost Time? Yes or No    Amount lost</b>
<b>Type of equipment, chemical, hazardous material involved:</b>		
<b>DESCRIPTION:</b> Describe clearly what took place. How did the incident occur? What were the conditions? Who was involved? Describe the location?		
<b>ANALYSIS:</b> Determine the primary and secondary causes of the incident. Determine what could have been done to avoid the accident. Analyze who, what, when, where, and why and determine the connections to each other.		
<b>PREVENTION:</b> Describe the management action or controls that have been, or will be, taken to reduce the potential for a reoccurrence, as well as actions to mitigate the severity of this and/or future losses.		
<b>Investigated By</b>	<b>Date Completed</b>	<b>Suggested Action Due Date</b>
<b>Reviewed By</b>	<b>Date Reviewed</b>	<b>Comments</b>

**Attachment C  
Employee Safety Training Matrix**

Training Frequency: I – Initial Exposure/New Employee      A – Annual      U – Update/Change      R - Refresher      C – Certification

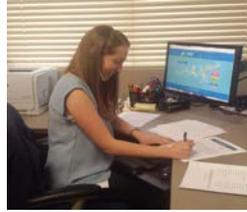
<p><b>EL DORADO COUNTY TRANSIT AUTHORITY</b></p> <p><b>EMPLOYEE SAFETY TRAINING MATRIX</b></p>	<p><b>Training Frequency</b></p>	<p><b>Cal/OSHA Section Reference</b></p>	<p><b>Office – Administration Staff</b></p>	<p><b>Maintenance</b></p>	<p><b>Operators</b></p>	<p><b>Dispatch</b></p>	<p><b>Safety</b></p>
Aerial Devices	I/(3yr)	<a href="#">3646, 3648</a>		X			
Asbestos Awareness	I/A	<a href="#">1529, 5208</a>		X			
Bloodborne Pathogens	I/A	<a href="#">5193</a>		X	X	X	X
Code of Safe Practices (Department specific where applicable)	I/U/R	<a href="#">3203</a>	X	X	X	X	X
Confined Space Awareness	I/U/R	<a href="#">5157, 5158</a>		X			
Confined Space Entry	I/U/R	<a href="#">5157, 5158</a>		X			
Driver Safety/Defensive Driving (Applicable employees)	I/R	<a href="#">3203</a>	X	X	X	X	X
Electrical Safety (General Awareness/Office)	I/U/R	<a href="#">3203</a>	X	X	X	X	X
Emergency Action/Fire Prevention	I/U/R	<a href="#">3220, 3221</a>	X	X	X	X	X
Emergency Eye Wash	I/U/R	<a href="#">5162</a>		X			
Equipment Operation Safety (Department specific)	I/U/R	<a href="#">Title 8 Index</a>	X	X	X	X	X
Ergonomics – Office Workstations	I/R	<a href="#">5110</a>	X	X	X	X	X

<b>EL DORADO COUNTY TRANSIT AUTHORITY</b>  <b>EMPLOYEE SAFETY</b>  <b>TRAINING MATRIX</b>	<b>Training Frequency</b>	<b>Cal/OSHA Section Reference</b>	<b>Office – Administration Staff</b>	<b>Maintenance</b>	<b>Operators</b>	<b>Dispatch</b>	<b>Safety</b>
Ergonomics – Back Safety	I/R	<a href="#">5110</a>	X	X	X	X	X
Fall Prevention (General awareness/Office)	I/U/R	<a href="#">3203</a>	X	X	X	X	X
Fall Protection (Industrial)	I/U/R	<a href="#">1670</a>		X			
First Aid/CPR (Designated employees)	I/C (2yr)	<a href="#">3400</a>					X
Forklifts	I/C (3yr)	<a href="#">Article 25</a>		X			
Hazard Communication (General)	I/U/R	<a href="#">5194</a>	X	X	X	X	X
Hazardous Waste/HAZWOPER (Designated employees)	I/A	<a href="#">5192</a>		X			X
Heat Illness Prevention-Indoor	I/U/R	<a href="#">3396</a>	X	X	X	X	X
Heat Illness Prevention - Outdoor	I/A-Spring	<a href="#">3395</a>	X	X	X	X	X
Injury & Illness Prevention Program	I/U/R	<a href="#">3203</a>	X	X	X	X	X
Ladder Safety	I/U/R	<a href="#">3276</a>	X	X	X	X	X
Lockout/Tag Out/Block out	I/U/R	<a href="#">3314</a>		X			
New Employee Safety Orientation/Specific Job Hazards	I/U/R	<a href="#">3203</a>	X	X	X	X	X
Personal Protective Equipment Requirements (PPE)	I/U/R	<a href="#">3380, 3385</a>	X	X	X	X	X

<b>EL DORADO COUNTY TRANSIT AUTHORITY</b>  <b>EMPLOYEE SAFETY</b>  <b>TRAINING MATRIX</b>	<b>Training Frequency</b>	<b>Cal/OSHA Section Reference</b>	<b>Office – Administration Staff</b>	<b>Maintenance</b>	<b>Operators</b>	<b>Dispatch</b>	<b>Safety</b>
Respiratory Protection	I/A	<a href="#">5144</a>		X			
Tools – Hand & Power (Department specific)	I/U/R	<a href="#">Article 20</a>	X	X	X	X	X
Welding & Cutting Safety/Fire Watch/Hot Work	I/U/R	<a href="#">4799, 4848</a>		X			
Workplace Violence Prevention	I/U/R	<a href="#">SB553</a>	X	X	X	X	X



**EL DORADO TRANSIT**



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# Injury and Illness Prevention Program

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**Implemented: 1993**

**Revised: October 20, 2021**

**Adopted: June 2, 2011**

**Prepared by: El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA  
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## **Policy Statement**

The El Dorado County Transit Authority (El Dorado Transit) is committed to maintaining a safe environment for its staff, visitors, and members of the public. Our Safety Management approach is identifying safety hazards and risks associated with transit operations, related maintenance activities and our facility. To continue a culture of safety, we expect all employees to report their safety concerns to agency management and not to compromise safety for the sake of completing the job.

Our overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations. El Dorado Transit will promote comprehensive injury and illness prevention through a Safety Management System, as well as hazardous materials and environmental management programs in an atmosphere that encourages employees to communicate occupational and environmental health and safety concerns without fear of reprisal.

El Dorado Transit has a commitment to promote effective loss reduction and loss prevention measures for El Dorado Transit property and casualty exposures. To that end, we will continuously examine our operations for hazards. We will establish a non-punitive employee safety reporting program, train staff on safety management, document our findings and safety risk mitigations, and strive for continuous improvement of our safety performance.

## **Responsibilities**

The Executive Director is ultimately responsible for establishing and maintaining a safe and healthy workplace. It is the responsibility of managers and supervisors to practice Injury and Illness Prevention Program (IIPP) policies daily and oversee IIPP for operations under their control.

The Safety Coordinator is responsible for:

- Administration of the IIPP and related emergency response plans
- Accident, injury and near miss investigations
- Scheduling and facilitating safety team meetings with representatives
- Preparing written records of the issues discussed at safety team meetings
- Collecting and organizing safety data related to identified hazards, accidents, injuries and near misses
- Evaluating of new equipment and procedures and making safety determinations
- Conducting periodic facility safety inspections and recommending appropriate measures for the elimination of unsafe conditions
- Periodically updating Executive Director on safety activities
- Keeping employee safety board updated

All Managers are responsible for:

- Ensuring that each supervisor adheres to adopted policies and procedures and consistently enforces safety rules and regulations
- Coordinating discipline with Human Resources and the Labor Union for failure to

implement and adhere to safe work practices

Supervisors are responsible for:

- Enforcing safety policies and procedures
- Investigating accidents, injuries and near misses
- Assisting in evaluation of new equipment and procedures and making safety recommendations
- Inspecting work areas routinely
- Correcting or reporting unsafe conditions to his or her immediate manager

All employees are responsible for:

- Prioritizing their safety and the safety others
- Reporting hazardous conditions and equipment to his or her supervisor
- Adhering to all El Dorado Transit safety policies, procedures, and rules
- Using all safety clothing and personal protective equipment when required
- Attending all safety meetings
- Reporting every injury, accident, and near miss incident to his or her supervisor
- Adhering to the IIPP during day to day responsibilities

Completion of this written plan indicated further commitment of El Dorado Transit to fully comply with Labor Code Section 6407, and Title 8.

In pursuant of 8 CCR 3203 (a)(8), all employees have the right to receive access to a copy of the Injury Illness Prevention Program

## **Hazard Control Procedure**

At El Dorado Transit, safety is achieved through teamwork. El Dorado Transit uses the Safety Risk Management Process (SRM) as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. Hazards and their consequences are identified, assessed for potential safety risks, and resolved in a manner acceptable to senior leadership. The SRM process allows for examination of what could cause harm and mitigations are determined to minimize risks.

The SRM process applies to all elements of our system including operations, maintenance, facilities, vehicles, recruitment, training, and supervision. The Safety Coordinator leads the SRM process with assistance of management staff, the safety team, and/or other experts in the field, as necessary. The results are documented in the Safety Risk Register.

## **Safety Hazard Identification**

Establishing an effective hazard identification program is fundamental to safety management at El Dorado Transit. Hazard identification can be reactive or proactive in nature. Safety event reporting, incident investigation, and trend monitoring are essentially reactive. Other hazard identification methods proactively seek feedback through data collection, observation, and day-to-day operations analysis. Common hazard identification activities include, but are not limited to:

- Operator Evaluations

- Safety assessments
- Trend monitoring
  - Safety Events
  - Worker’s Compensation Claims
  - Liability Claims
- Hazard and safety event reporting (with causal factor analysis)
- Safety audits
- Inspections
  - Routine Maintenance
  - Pre/Post trips
  - Bus Stop
  - Facility
- Evaluating customer suggestions and complaints
- Industry Publications

### **Safety Risk Management Process**

Inspections are conducted by the Safety Coordinator, Operations Manager, Supervisors and/or designees and can be scheduled or unannounced. Inspections are an important source of information about hazards. Results from inspections assist in identifying areas where mitigation measures to manage safety risks are not being carried out as required, or where there are gaps in standard operating procedures. Inspections include personnel, vehicles, facilities, and data that identify potential safety concerns or issues. Inspections focus on:

- Introduction of new substances, processes, procedures, or equipment that present a new safety/health hazard.
- When there is an awareness of a new or previously unrecognized hazard, either independently or by receipt of information from an employee
- An occupational injury, occupational illness, or near-miss accident occurs
- When a new hire is assigned and/or permanent or intermittent employees are reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted
- Compliance checks or observations, which may identify the following:
  - Non-compliance with safety rule
  - Challenges in complying with safety rules; and
  - Emerging practices
- Operations personnel fitness-for-duty checks, which may identify:
  - Impairment
  - Fatigue
  - Absence of corrective lenses
  - Apparent injuries
  - Uniform or equipment issues
- Radio or digital communication checks, which may identify radio failures, dead spots, and areas of high interference
- CDL and driver citations checks, which may identify driver non-compliance with driving regulations and requirements

- Pre-trip inspections, which may identify instances of a bus beginning revenue service after failing a pre-trip inspection
- Vehicle inspection, which may identify a series of defects in components and parts with the potential to impact the safety performance of the vehicle
- Facilities inspections, which may identify conditions with the potential to impact safety

All inspections (safety and non-safety) forms are available from the Safety Coordinator and/or Supervisor

Prior to inspections, review of previous inspections may be necessary to establish current environment

All investigations and findings shall be fully documented, recorded in the Risk Register, and filed as directed in record keeping

### **Employee Reporting Program**

Identifying hazards through audits and evaluations can provide necessary data and initiates hazard assessment. However, to fully comprehend the hazards employees experience daily, an employee reporting program is implemented. Any employee can self-report in the following methods:

- Verbal or written safety report to Safety Coordinator, Manager, Supervisor
- Anonymous report
- Safety Team Meetings
- Operator Meetings
- Reports over the radio through dispatch
- Email

Examples of information typically reported include:

- Safety concerns in the operation environment
- Policies and procedures that are not working as intended
- Events that managers might not otherwise know about
- Information about why a safety event occurred (for example, radio communication challenges)

Regularly, the Safety Coordinator or designee reviews the dispatch logs, checks the comment box and documents identified safety conditions in the Safety Risk Register. The Safety Coordinator or designee will review and address each employee report ensuring that hazards and their consequences are appropriately identified and resolved through the Safety Risk Management and that reported deficiencies and non-compliance with rules or procedures are managed through the Safety Assurance process. The Safety Team will assist with reviews as needed.

El Dorado Transit's Safety Coordinator discusses actions taken to address reported safety conditions regularly with management. Additionally, if the reporting employee provided his or her name during the reporting process, the Safety Coordinator or designee follows up directly with the employee when El Dorado Transit determines whether to take actions after mitigation is implemented.

All safety suggestions will be processed through regular lines of authority.

## Non-Punitive Reporting Policy

El Dorado Transit is committed to the safest transit operating standards practicable. To achieve this, it is imperative that El Dorado Transit encourage reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

This policy shall not apply to information received by El Dorado Transit from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

## Safety Risk Assessment

El Dorado Transit assesses safety risks associated with identified safety hazards using a safety risk assessment process. The assessment includes placing importance on likelihood and severity of the consequences of the hazards, including existing mitigation, and prioritizing hazards based on safety risks.

The Safety Coordinator, with the assistance of field experts (staff, Safety Team, department heads etc.) conducts risk assessments using the Safety Risk Matrix. The matrix is a tool to assess a hazard rating of High, Medium, or Low by using a combination of one severity category and one likelihood level. By categorizing the hazard rating, El Dorado Transit can prioritize mitigation based on the associated safety risk. (See Matrix Below).

Risk Assessment Matrix				
Likelihood	Severity			
	1 (Catastrophic)	2 (Critical)	3 (Marginal)	4 (Negligible)
A (Frequent)	1A	2A	3A	4A
B (Probable)	1B	2B	3B	4B
C (Occasional)	1C	2C	3C	4C
D (Remote)	1D	2D	3D	4D
E (Improbable)	1E	2E	3E	4E

Risk Assessment Matrix Color Code	
<i>"Tolerability" based on identified severity and likelihood.</i>	
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations.
	Acceptable with senior management approval.

Once the safety risk assessment has been completed, the Safety Coordinator will complete all necessary recordings in the Safety Risk Register. All assessments are documented and must be kept for a minimum of three years.

### **Safety Risk Mitigation**

When a hazard is assessed and identified, it is El Dorado Transit's intention to minimize the risk from all hazards and unsafe work practices immediately. However, some corrective actions require more time. Priority will be given to severe and imminent hazards.

Any hazard identified in any manner needs to be addressed whether it is acceptable by management as is or an identified hazard that needs mitigation. Varying mitigation methods may be taken, including but not limited to the following:

- Fixing or replacing defective equipment
- Implementing safer procedures
- Installing guards, modifying equipment
- Employee training
- Posting warning notices

If an imminent hazard is identified and cannot be immediately abated without endangering the employee(s) and/or property, El Dorado Transit will remove all exposed employees from the area. Those who are required to correct the hazardous condition will be provided with the necessary protection and training. If a mitigation involves multiple steps or cannot be completed promptly, necessary precautions will be taken to remove the employees from the hazard. In this circumstance, an action shall be developed for final completion of the mitigation.

### **Injury and Illness Investigation**

All work-related injuries, illnesses, vehicle accidents and injuries or property damage to members of the public within El Dorado Transit's jurisdiction or close proximity must be reported immediately to their supervisor. In addition, all illnesses or injuries occurring in the workplace and resulting in serious injury, hospitalization or fatality of an employee must be reported immediately to Human Resources.

### **Employee Responsibilities**

1. Reporting all work incurred illness, injuries and near misses, regardless of seriousness, to his or her immediate supervisor before the end of the work shift
2. If possible, securing the scene to prevent further injury

### **Supervisor Responsibilities**

1. Securing further medical treatment for employees, if needed
2. Completing all appropriate forms
3. Forwarding all necessary information to Human Resources

4. Informing Safety Coordinator of all illness and injury work related events
5. Working with Safety Coordinator to complete investigation, if appropriate

## **Investigation**

The majority of accidents do not cause injury or illness, but they may result in property damage and/or lost time. Such mishaps usually indicate an unsafe act, faulty procedure, or unidentified hazard.

The intent of all investigations is to find facts to determine the cause of an accident or safety event and potentially prevent future occurrences. All safety events will be reviewed to determine if further investigation should occur based on trend, severity, and likelihood of the event reoccurring. These investigations are conducted at the discretion of a supervisor, Safety Coordinator, Operation's Manager or Executive Director. However, safety events resulting in significant injury, illness or fatality will always be investigated further.

During the initial investigation of a significant event, investigators should do the following:

1. Visit the scene as soon as possible
2. Take photos of the scene, if possible
3. If possible, interview injured employees and witness
4. Determine cause of the event/exposure
5. Take corrective action to prevent the event/exposure from reoccurring
6. Record findings and actions taken

## **Near Miss**

A near miss is defined as an unplanned event that did not result in injury, illness, or damage, but had the potential to do so. El Dorado Transit highly encourages self-reporting near misses through the Employee Reporting Program. Reporting of near misses allows an opportunity to analyze safety events and to proactively identify unsafe working conditions, unsafe employee work habits, improper use of equipment, or use of malfunctioning equipment before an event occurs. All reported near misses will be reviewed.

## **Communication**

El Dorado Transit recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

1. The new-employee orientation will include a review of the IIPP and a discussion of policy and procedures that the employee is expected to follow.
2. El Dorado Transit will schedule Verification of Transit Training (VTT) classes and tailgate or other staff meetings where safety is freely and openly discussed by all

- present. Such meetings will be regularly scheduled and announced to all employees, so that maximum participation can occur.
3. Periodically El Dorado Transit will post and/or distribute written safety notifications. Employees should check bulletin boards regularly for such postings. Safety-related memos and documents are to be read promptly. Questions about the meaning or implementation of this information should be directed to their supervisor.
  4. Other methods of communicating pertinent health and safety information include electronic mail or through safety committee.
  5. All employees are encouraged to inform their supervisor, the Executive Director or designee of any matter that they perceive to be a workplace hazard and/or a potential workplace hazard. Employees are also encouraged to make safety suggestions and safety training suggestions. If an employee so wishes, he/she may make such notification anonymously by depositing it in the suggestion box located in the breakroom.
  6. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.
  7. All suggestions will be reviewed and an investigation of each report of hazard, potential hazards or safety suggestion will be analyzed by a department supervisor or Safety Coordinator in accordance with El Dorado Transit procedures for hazard control.
  8. Any directives that are issued as a result of the investigation shall be distributed to all employees affected by the hazard or shall be posted on appropriate bulletin boards.

## **Employee Training**

El Dorado Transit understands the importance of an integral safety training program for all employees, especially those in safety sensitive positions. Providing training to all employees improves productivity, efficiency, and response rate in the event of a safety event.

### **Training for Employees**

The supervisor is the essential link in ensuring competency and accountability. Supervisors must know how to perform a designated job and be aware of safety and health hazards facing employees under their immediate supervision. Supervisors are to train their subordinates in general workplace safety and provide instructions regarding unique hazards they may face in any job assignment. In addition, supervisors are expected to assess training needs of all employees under their direction. The Safety Coordinator is available as a resource.

El Dorado Transit recognizes that safety and health training is needed for:

1. New employee orientation including a discussion of safety and health policies
2. When employees are given a job assignment for which they have not previously received training. If the position is supervisory, such training shall include familiarization with hazards and risks faced by the employees under the supervisor's direction
3. Whenever new substances, processes, procedures, or equipment pose a new hazard.
4. Whenever the supervisor, Executive Director or designee becomes aware of a previously unrecognized hazard

5. All employees in periodic refresher safety training involving general workplace safety, job-specific hazards, and/or hazardous materials as applicable

## **Training for Supervisors**

The Safety Coordinator or designee is responsible for providing supervisors and managers identified by the classification below, with training to familiarize them with the safety and health hazards to which each employee under their immediate direction and control may be exposed.

### *Classification*

Operations Manager  
Human Resources Manager  
Finance Manager  
Planning and Marketing Manager  
Transit Operations Supervisor  
Maintenance and Facility Supervisor

## **Compliance**

Management is responsible for ensuring that El Dorado Transit safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe work environment.

Employees who are unaware of correct safety and health procedures will be trained or retrained.

## **Safety & Health Compliance Process**

All employees of El Dorado Transit are subject to disciplinary action when safety and health violations occur. See the El Dorado Transit Policy and Procedures Manual, Article 9.

## **Record Keeping**

El Dorado Transit understands record keeping provides information to indicate what El Dorado Transit has done well and where El Dorado Transit has opportunity for growth. The following records are maintained:

- All records related to Hazard Control Process using Safety Risk Management which includes identification, investigation, assessment, findings, recommendations, mitigation, and completion
- All records of inspections/audits including date, name of person who performed the inspection
- Documents verifying that El Dorado Transit has maintained ongoing two-way communications with employees, such as:
  - Memos, letters to employees on safety and health issues
  - New employee safety orientation session acknowledgement form

- Employee suggestions and El Dorado Transit's response
- Records of all safety and health training received by employees – containing the employee's name, training date, type of training and identification of trainer
- IIPP records of acknowledgment of the IIPP and El Dorado Transit's safety practices

## General Code of Safe Practices

It is our policy that everything possible will be done to protect employees, customers, and visitors from accidents. Safety is a cooperative undertaking that requires participation by every employee. Failure by any employee to comply with safety rules will be grounds for corrective discipline. Supervisors shall insist that employees observe all applicable El Dorado Transit, state and federal safety rules and practices, and act as necessary to obtain compliance.

### General Safe Practices

1. Employees shall report all unsafe conditions and equipment to the supervisor.
2. Employees shall report all accidents, injuries, and illnesses to a supervisor immediately.
3. Anyone known to be under the influence of intoxicating liquor or drugs shall not be allowed on the job while in that condition.
4. Horseplay, scuffling, or other acts that tend to adversely influence the safety or wellbeing of the employees is prohibited.
5. Means of egress shall be kept unblocked, well lighted and unlocked during work hours.
6. In the event of a fire, sound the alarm to evacuate.
7. Upon hearing a fire alarm, stop work and proceed to nearest clear exit. Gather at the designated location.
8. Only workers trained for it may attempt to respond to a fire or other emergency.
9. Exit doors must comply with fire safety regulations during business hours.
10. Materials and equipment will not be stored against doors or exits, or fire extinguisher stations.
11. Aisles must be kept clear at all times.
12. Work areas should be maintained in a neat, orderly manner. Throw trash and refuse into proper waste containers.
13. All spills shall be wiped up promptly.
14. Always use the correct lifting technique. Never attempt to lift or push an object that is too heavy. Contact a supervisor when help is needed to move a heavy object.
15. Never stack material precariously on top of lockers, file cabinets or other high places.
16. When carrying objects, use caution in watching for and avoiding obstructions or loose material.
17. Do not stack material in an unstable manner.
18. Report exposed wiring and cords that are frayed or have deteriorated insulation, so that they can be repaired promptly.
19. Never use a metal ladder where it could come in contact with energized parts of equipment, fixtures, or circuit conductors.
20. Maintain sufficient access and working space around all electrical equipment for ready and safe operations and maintenance.
21. Do not use any portable electrical equipment or tools that are not grounded or double insulated.
22. Plug all electrical equipment into appropriate wall receptacles, or into an extension of only one cord of similar size and capacity. Three-pronged plugs should be used to ensure continuity of ground.
23. All cords running into walk areas must be taped down or inserted through rubber protectors to prevent tripping hazards.

24. Inspect pallets and their loads for integrity and stability before loading or moving.
25. Inspect motorized vehicles and other mechanized equipment daily or prior to use.
26. Do not store compressed gas cylinders in areas that are exposed to heat sources, electric arcs, or high temperature lines.
27. Do not use compressed air for cleaning off clothing unless pressure is less than 10 psi.
28. Wear hearing protection in all area identified as having high noise exposure.
29. Goggles or face shields must be worn when grinding.
30. Do not use any faulty or worn hand tools.
31. Always keep flammable or toxic chemicals in closed containers when not in use.
32. Do not eat in areas where hazardous chemicals are present.
33. Be aware of potential hazards involving various chemicals stored or used in the workplace.
34. Cleaning supplies should be stored away from edible items on kitchen shelves.
35. Store cleaning solvents and flammable liquids in appropriate containers.
36. Keep solutions that may be poisonous or are not intended for consumption in labeled containers.
37. Have all vehicle seats and office furniture adjusted, positioned, and arranged to minimize strain on all parts of the body.
38. Never leave lower desk or cabinet drawers open. This is a tripping hazard. Use care when opening and closing drawers to avoid pinching fingers.
39. Do not open more than one upper drawer at a time, particularly the top two drawers on tall file cabinets.
40. Keep appliances such as coffeepots or microwave ovens in working order and inspect them for signs of wear, heat, or frayed cords.
41. Fans used in work areas should be guarded, and guards must not allow fingers to be inserted through the mesh.

### **Maintenance Safe Practices**

1. Do not leave engine running when under repair to avoid fume inhalation and flying objects.
2. No flashing of engine when personnel are adjacent to the vehicle.
3. All cords and lamps to be kept in good repair and stored when not in use.
4. Floors are to be kept clean, free of grease and oil.
5. All walkways are to be kept clear.
6. Rags are to be disposed of in a designated container.
7. Trash is to be disposed of in proper containers and disposed of regularly.
8. Steel scraps are to be stored in specially designated bins.
9. Used oil to be stored in approved containers.
10. Used barrels to be stored outside to be returned to vendor.
11. Rings are not to be worn in shop area.
12. All vehicles with limited rear visibility are to be equipped with back up alarms, beacons, or flashers. Use them.
13. All hand tools are to be kept in good repair. If a mechanic finds a hand tool in need of repair, they will repair it themselves or send it to where it can be repaired before use.
14. Use proper lifting techniques. Employees must exercise care when lifting, using a torque and similar strenuous work consistent with training. Get help if needed and use a back support.

15. Safety guards and shields are to be in place and in working order when the machine is running.
16. All employees are to have HAZMAT training.
17. Employees must not climb to heights where falls are possible without the use of approved ladders and safety belts.
18. Sufficient lighting is to be maintained at all times.
19. No smoking is allowed in the shop.
20. Horseplay and practical jokes are forbidden.
21. Use the buddy system.

### **Cylinder Storage**

1. Do not remove or change numbers or marks stamped on cylinders. If there is no content identification, get the information and mark immediately.
2. Cylinders may be rolled on their bottom edge, but never dragged. Cylinders weighing more than 40 pounds must be transported on a hand or motorized truck and secured to keep them from falling. When in doubt about proper handling, consult the supplier of the gas.
3. Protect cylinders from cuts or abrasions.
4. Do not drop cylinders or let them strike each other violently.
5. Do not use cylinders for rollers, supports or any purpose other than to contain gas.
6. Do not tamper with safety devices in valves or on cylinders.
7. Cylinders are to be stored outside in a designated area.
8. All cylinders are to be secured.
9. No smoking near cylinder storage

### **Washing of Parts**

1. All employees are to be trained on the use of the washing system.
2. When using the part washing system, use rubber gloves and eye protection.

### **Removal and Replacement of Heavy Components**

1. Proper use of lifting equipment (hoist) is mandatory. Loading equipment is to be inspected regularly for proper functioning. If it is not in working condition notify the maintenance supervisor. Ropes, chains, hooks, and cables will not be dropped over sharp objects, kept off the floor, out of contact with chemicals, and will be inspected prior to use.
2. Prior to hoisting notify other maintenance personnel for their safety.
3. Secure the load prior to moving. Bring the load clear of any falling objects.

### **Cooling System Repair**

1. Allow engine to cool.
2. Recover all coolant in appropriate containers.
3. Recycle.

### **Batteries**

1. Battery charging operation must be restricted to a well-ventilated area.
2. Ventilation must be adequate to ensure diffusion of battery gases, and to prevent accumulation of an explosive mixture.
3. Batteries of the non-seal type must be kept in enclosures with outside vents, or in well-

ventilated rooms to allow the escape of fumes, gases or electrolyte spray or liquid into other areas.

4. Racks and trays must be of sufficient strength and treated with an electrolyte resistive coating.
5. Battery storage and charging areas must be free of combustible materials and scraps. Acid spills must be promptly cleaned up and safely disposed of.
6. Face shields, aprons and rubber gloves shall be provided for employees handling acids or recharging batteries.
7. An eye wash is located at the sink in between the restrooms in the maintenance facility.

### **Brake Repair**

1. Wet material with brake wash tray.
2. Only use blowgun after brakes have been cleaned.
3. Use only asbestos free replacement parts.

### **Tire Repair**

1. Do not exceed 40 PSI while seating beads.
2. Do not exceed tire manufacturers recommended air pressure as printed on the sidewall of the tire during inflation.
3. Always keep hands and entire body back from inflating tire.
4. Always inflate tire with short burst of air, checking pressure frequently.
5. Always inspect tire and rim carefully for correct size, wear, damage, or defects before mounting.
6. Always use approved tire bead lubricant.
7. Always use safety protective equipment and clothing.

### **Welding**

1. Never weld or cut near fuel tanks or combustible materials.
2. Work in a clearly marked area.
3. Do not weld unless there is ample ventilation.
4. Fire extinguishers are to be inspected and readily available.
5. Test for the presence of explosive gas prior to beginning.
6. Welding must be conducted wearing approved hoods and shields. Barriers must be erected to protect passer-byes.
7. All parts to be welded must be clean and dry.
8. Employees operating welding equipment must be qualified by training and authorized by the Maintenance and Facilities Supervisor.

### **Forklift Operations**

1. Only qualified personnel trained in the operation of forklifts are authorized to operate this equipment.
2. Only the driver will ride on the forklift.
3. The driver must be able to get in and out of the forklift quickly.
4. No part of the load may be permitted to obstruct vision while driving. If obstructed vision cannot be avoided, the driver must drive in reverse or use a spotter.
5. Forklifts must not be operated at speeds that interfere with the full control of the equipment

and the safety of the load.

6. Forklift operators must watch for pedestrians and blow the horn at blind corners.
7. Loads must be lifted and lowered smoothly. Loads may not be carried in an elevated position.
8. Extreme care must be taken when tilting elevated loads.
9. Power trucks are not to be left unattended without lowering platform or forks and setting the parking brake.
10. A power truck must not be used to elevate employees unless a platform with guardrails, a back guard, and a kill switch are provided on the vehicle. When guardrails are not possible, safety belt protection is required.

### **Power Tools**

1. Machines must be turned off when not in use.
2. Only use tools on a dry and clean floor.
3. Test all tools prior to using them for proper maintenance.
4. Use appropriate eye and ear protection.
5. Employees operating power tools must be trained and authorized by the maintenance supervisor.
6. The maintenance supervisor will inspect power tools on a routine basis.

### **Grinding**

1. Test the grinder for proper functioning prior to use.
2. Use appropriate eye and ear protection.
3. Warn other personnel in the work area prior to grinding.

### **Equipment Lockout**

1. All vehicles must be locked, tagged, and have the keys removed when in the shop for repairs.
2. All electrical equipment must be locked, tagged, and unplugged if not in safe working condition.

# **Injury and Illness Prevention Program: COVID-19 Supplement**

## **Policy**

This COVID-19 IIPP Supplement has been established in accordance with the Cal/OSHA Interim General Guidelines on Protecting Workers from COVID-19 and the Injury & Illness Prevention Program (Title 8 Section 3203) requirements.

Under the IIPP hazard assessment requirements, it has been determined exposure to the COVID-19 virus is a potential hazard in our workplace. Therefore, infection control measures as directed in the Cal/OSHA mandatory guidance have been developed and implemented.

It is imperative that El Dorado Transit check for the most current information from the California Department of Public Health including guidance documents, Health Orders, and Executive Orders from the Governor's Office and county and local health departments and follow the most current information. Some provisions of Cal/OSHA's COVID-19 emergency regulation may be suspended, or more stringent requirements may need to be implemented based on updated guidance and orders from the CDPH and the Governor's Office through the issuance of updated or new Executive Orders and county or local health department regulations.

## **Responsibilities**

There are many pieces to ensure El Dorado Transit runs and operates smoothly during an infectious disease outbreak. Each department lead will have the responsibility to ensure sick employees stay home and/or sent home immediately and to maintain a safe and efficient transit system.

### **EXECUTIVE DIRECTOR**

- Initiates activation of this plan
- Works with management to determine what is needed in all departments
- Coordinates with County Incident Response
- Updates the Board of Directors with information related to the pandemic such as identified challenges, plans to overcome challenges, financial position, any action completed by El Dorado Transit and any other information deemed essential

### **HUMAN RESOURCES MANAGER**

- Works with Operations and Executive Director to evaluate the needs of the agency and employees to include, but not limited to determining essential and non-essential staff, and exploring different scheduling options for all staff to minimize exposure
- Supports and provide guidance to leadership (Managers and Supervisors) regarding employee concerns during the outbreak
- Provides information and support to all employees as to available options that meet business and personal needs
- Stays current on new regulations such as the Family First Coronavirus Response Act
- Works with other staff to determine the needs for work-at-home and implements work-at-home protocols

- Works with management to identify needs and changes in employment during and after the pandemic

### **FINANCE MANAGER**

- Determines available finances for purchases related to the illness
- Assists Executive Director with financial decisions related to the illness

### **PLANNING AND MARKETING MANAGER**

- Works with staff to create illness related marketing for buses, bus stops, website, and media
- Updates the public using all social media platforms
- Responds to media inquiries regarding El Dorado Transit services status
- Manages service data and reports numbers to Executive Director
- Works with Operations Manager to determine route changes including elimination of routes based on ridership and safety

### **OPERATIONS MANAGER**

- Works with Planning and Marketing Manager to assess route needs
- Works with Human Resources Manager to evaluate employee and agency operational needs
- Works with Safety Coordinator and Maintenance and Facilities Supervisor to evaluate and identify equipment needs, processes and cleaning needs regarding the illness
- Reports Operational needs to Executive Director
- Keep all department supervisors informed of developing issues and provides operational support

### **MAINTENANCE AND FACILITY SUPERVISOR**

- Works with Safety Coordinator and Operations Manager to evaluate and identify equipment needs, processes and cleaning needs related to the illness
- Maintains regular housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and buses
- Ensures maintenance staff are following pandemic practices within cleaning and maintenance of the vehicles

### **TRANSIT OPERATIONS SUPERVISOR**

- Ensures all operators and dispatchers are following implemented best practices associated with the outbreak
- Manages constant schedule changes
- Provides support to operators and dispatch
- Directs employees to Human Resources Manager for leaves of absence and worker's compensation regarding the illness

### **SAFETY COORDINATOR**

- Ensures adequate and necessary Personal Protective Equipment is available
- Communicates fact sheets and information related to the illness for employees to make them aware of symptoms, how to protect themselves and any other relevant information

- Reminds staff of hygiene etiquette, proper handwashing practices, and the need for social distancing
- Monitors bulletins and alerts from El Dorado County, Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC).
- Keeps employees informed of developing issues
- Evaluates cleaning chemicals to ensure Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens. Products with EPA-approved emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses
- Ensure the manufacturer’s instructions are followed for use of all cleaning and disinfection products (e.g., concentration, application method and contact time, personal protective equipment)
- Discourage employees from using other employees’ phones, desks, offices, office supplies (to include pens) or other work tools and equipment, when possible
- Maintain surveillance after the initial epidemic in the event a second wave passes through the communities served

## **ALL EMPLOYEES**

The following protocols will be followed by all employees:

- Stay home when ill with a cough or other flu-like symptoms (chills, fever, difficulty breathing, muscle aches, sore throat) or if they have come in direct contact with a person diagnosed with the infectious disease
- Stay home when someone living in their household has exhibited symptoms of the infectious disease or has come in direct contact with a person diagnosed with the infectious disease
- Tell their direct supervisor if they have a cough or other flu-like symptoms (chills, fever, difficulty breathing, muscle aches, sore throat) or if they have come in direct contact with a person diagnosed with the infectious disease
- Follow safety best management practices
- Practice respiratory hygiene etiquette
- Wash their hands frequently
- Practice proper social distancing
- Disinfect commonly touched surfaces and those most likely contaminated with infected respiratory secretions with approved cleaners

## **Managers & Supervisors**

Managers and Supervisors are responsible for implementing and maintaining the infection control measures in their work areas. They are responsible for answering employee questions and setting a good example by following the guidance in this supplement.

## **Employees**

All employees are responsible for understanding and following the infection control measures and for asking questions when direction is unclear. Employees are expected to report any unsafe conditions to their supervisor.

## Hazard Control Measures

The IIPP regulation requires El Dorado Transit to conduct a hazard assessment to identify, evaluate, and implement control measures whenever we are made aware of a new or previously unrecognized hazard. It has been determined that exposure to the COVID-19 virus is a potential hazard in our workplace. Therefore, infection control measures as directed in the Cal/OSHA mandatory guidance have been developed and implemented.

### INFECTION CONTROL MEASURES

Measures will be executed based on current circumstances and guidance from CDPH, including Health Orders, Executive Orders from the Governor's Office and county and local health departments. Not all measures may be necessary. This will be determined by a hazard assessment.

- **Administrative Controls** Encourage sick employees to stay at home.
- Minimizing contact among employees, clients, and customers by replacing face-to-face meetings with virtual communications and implementing telework if feasible.
- Establishing alternating days or extra shifts that reduce the total number of employees in a facility at a given time.
- Allowing employees to maintain distance from one another while maintaining a full on-site work week.
- On vehicles, suspending fare to reduce contact and potential hazardous cash transactions.
- Discontinuing non-essential travel to locations with ongoing infectious disease outbreaks. Regularly check CDC travel warning levels on the CDC website.
- Providing employees with continuous up-to-date education and training on the infectious disease outbreak risk factors and protective behaviors (e.g., cough etiquette and care of PPE).
- Teleworking options are available if employee meets criteria and approved by Executive Director. For more information, please see Telework Policy.
- Employees will be immediately sent home or to medical care, as needed, if they have a fever of 100.4 or higher, cough, difficulty breathing, chills, muscle pain, headache, sore throat, or recent loss of taste or smell.
- El Dorado Transit will follow current guidance from public health for employees who are out ill with fever or acute respiratory symptoms.
  
- **Physical Distancing** Physical distancing will be practiced by cancelling in-person meetings and using video or telephonic meetings, when possible.
- A distance of at least 6 feet between persons will be maintained at the workplace, when possible.
- Sharing of workspaces (desks, offices, and cubicles) and work items (phones, computers, other work tools and equipment) will be avoided when possible. If workspaces and work items must be shared, they will be cleaned and disinfected before and after use.
- Limit individuals in the lobby to one (1) party at a time.
- Limit passengers on vehicles and maintain physical distancing, when possible.
- Use rear-door entry in vehicles where possible to reduce contact

## **Engineering Controls**

Engineering controls involve isolating employees from work-related hazards. In workplaces where appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.

El Dorado Transit installed the following engineering controls:

- Barriers between the drivers and the riders
- Barriers between reception personnel and the public

## **Personal Protective Equipment**

While engineering and administrative controls are considered more effective in minimizing exposure to infectious diseases, Personal Protective Equipment (PPE) may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies.

**Face Coverings:** Face coverings are provided to all employees, but employees can use their own face covering. El Dorado Transit has followed the state directive on wearing face coverings in enclosed areas and where a six (6) foot distance cannot be maintained. Employees shall wear face coverings regardless of vaccination status in all vehicles where there are 2 or more employees or passengers; common areas such as break rooms and hallways; anytime a six (6) foot distance cannot be maintained. Face coverings alone will not prevent you from contracting COVID-19, however, combined with physical distancing, may help prevent infected persons without symptoms from unknowingly spreading COVID-19.

Following the state directive on wearing face coverings, passengers and patrons of El Dorado Transit are required to wear face masks/face coverings while using all transit vehicles, and when entering the Transit Offices.

Other PPE available are the following:

Gloves  
Face Shields  
Safety Glasses

## **Cleaning & Disinfection**

Procedures have been established to routinely clean and disinfect commonly touched objects and surfaces. This includes high traffic/frequently touched areas within vehicles, public access areas in Transit Offices, and shared work areas which include conference rooms and break areas.

- Using disinfectants that are [EPA-Approved](#) for use against the virus that causes COVID-19.
- Following the manufacturer's instructions for all cleaning and disinfection products (e.g., safety requirements, PPE, concentration, contact time).
- Ensuring there are adequate supplies to support cleaning and disinfection practices.

## **Safety Risk Mitigation**

Any reported COVID-19 related unsafe or unhealthy work conditions, practices, or procedures will be investigated and, if warranted, corrected in a timely manner.

## **Accident/Incident Investigations**

Accident/incident investigations, for potentially work-related COVID 19 illnesses, will be conducted as required by Cal/OSHA.

### **Confirmed Cases of Employee Exposure to COVID-19**

If an employee is confirmed to have COVID-19 infection, the following measures will take place:

- Interview confirmed positive employees to gather information to determine close contact.
- Inform employees of their close contact exposure to COVID-19 in the workplace, but maintain confidentiality as required by the Americans with Disabilities Act (ADA) and the California Department of Fair Employment and Housing.
- Direct employees who have been determined to have close contact with a positive case to get tested and follow the most recent guidance from CDPH, Health Orders and Executive Orders from the Governor's Office.
- If it has been determined necessary, temporarily close the general area where the infected employee worked until cleaning is completed. Detailed procedures can be seen Infectious Disease Outbreak Response Plan.
- Conduct cleaning of the entire general area where the infected employee worked and may have been, including breakrooms, restrooms, and travel areas, with a cleaning agent approved for use by the EPA against coronavirus.
- Follow the most recent guidance for vaccinated and unvaccinated individuals and asymptomatic and symptomatic individuals.

## **Communication**

All employees will be trained on the infection control measures in a form readily understandable by all. Our communication system encourages all employees to inform their managers and supervisors of any unsafe working conditions without fear of reprisal. Employees can also report COVID-19 specific or any workplace hazards anonymously by placing concerns in the Suggestion Box.

## **Training**

All El Dorado Transit employees will be trained on the hazards associated with exposure to the infectious disease and the protocols in place within El Dorado Transit facilities to isolate and report cases and/or reduce exposures. Training will include the following, at a minimum:

- Cough and sneeze etiquette
- Hand hygiene
- Avoiding close contact with sick persons

- Avoiding touching eyes, nose, and mouth with unwashed hands
- Avoiding sharing personal items with co-workers (i.e. dishes, cups, utensils, towels)
- Providing tissues, no-touch disposal trash cans, and hand sanitizer for use by employees
- Performing routine environmental cleaning of shared workplace equipment and furniture (disinfection beyond routine cleaning is not recommended)
- Advising employees to check [CDC's Traveler's Health Notices](#) prior to travel
- Use and purpose of PPE

## **Compliance**

Our primary goal is to prevent the spread of COVID-19 and protect our employees. All managers, supervisors, and employees are required to strictly adhere to all the outlined infection control measures in this supplement. Our compliance measures include, but are not limited to, the following:

- Informing employees of these requirements in a readily understandable language
- Training all employees on the infection control measures
- Disciplining employees for failure to comply with the requirements in this supplement

## **Record Keeping**

El Dorado Transit will maintain records associated with this infectious disease response plan including, but not limited to:

- Training records
- Documentation of exposure incidents
- Records required by Cal/OSHA

AGENDA ITEM 3 B  
Information Item

**MEMORANDUM**

**DATE:** October 2, 2025  
**TO:** El Dorado County Transit Authority  
**FROM:** Kate Hewett, Finance Manager  
**SUBJECT:** Capital Improvement Plan Project 24-04 Collision Avoidance System Upgrade

**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 24-04 for Collision Avoidance System Upgrades. Although completion of this project was in January 2025, due to unforeseen circumstances with the Vendor, this project's final invoice wasn't issued until August 2025.

**FISCAL IMPACT**

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

	Adopted Budget	Actual Costs
Collision Avoidance System	\$325,500.00	\$253,930.50
Contingency (10%)	\$ 32,550.00	\$ 0.00
<b>Total Project Budget vs. Actual</b>	<b>\$358,050.00</b>	<b>\$253,930.50</b>
Funding Source		
Transportation Development Act (TDA)	<u>\$358,050.00</u>	<u>\$253,930.50</u>
<b>Total Revenue Budget vs. Actual</b>	<b>\$358,050.00</b>	<b>\$253,930.50</b>

The final actual project costs \$104,119.50 under the adopted estimated budget.

El Dorado County Transit Authority  
October 2, 2025



## Newsletter

October 2025 - December 2025  
Volume 9 - Number 4

### Landscaping Work Wraps up at Bass Lake Hills Park and Ride

It's been a busy summer at Bass Lake Hills Park and Ride! Our contractors have braved the heat and made great progress on our landscaping project. The irrigation and infrastructure is almost finished as well as the property fencing and signage.

Thank you to all of our commuters and other users of the facility for your patience! We know the parking stall closures can be annoying at times. It will be worth it when the project is completed.



### BUS WRAP CONTEST IN FULL SWING

Submissions have been received and judging is now in full swing for the 2025-26 El Dorado Transit Design a Bus Wrap Contest! This exciting art contest is open to middle and high school students (grades 6-12) who attend a physical school or reside in El Dorado County.

The winning art design will be featured on an El Dorado Transit bus as a “wrap” and will be displayed at the winning student’s school in early 2026. Their artwork will also be featured in the Placerville Christmas Parade!

The theme for this year’s contest is “What do you LOVE about El Dorado County?!” The winning artwork can be a place, building, lake, or your favorite view!

Look for the winner to be announced later this year and look for the wrapped bus soon!

# El Dorado Transit is Hiring!

El Dorado Transit is currently hiring. Competitive wages and benefits include; hiring bonus of up to \$2,000, paid training, CalPERS retirement, full health, dental and vision benefits, paid vacations and holidays.

Applications, job descriptions, and information can be found at the El Dorado Transit website in the Careers section or at the El Dorado Transit office located at 6565 Commerce Way in Diamond Springs.



## New Managers at El Dorado Transit

El Dorado Transit welcomes two new managers to its staff. Lenay Guidry is the new Human Resources Manager and Ryan Robinson is the new Safety Program Manager.

Lenay Guidry joined us recently as our new Human Resources Manager. She brings many years of valuable experience including from her previous role as Human Resources Manager at YoloBus in Woodland.

Ryan Robinson has been with Transit since 2017. He began as a Transit Operator, later moved into the role of Operations Supervisor, and was recently promoted to Safety Program Manager.

Both Ryan and Lenay have already hit the ground running and are making strong contributions. We're excited to welcome them to our leadership team.

## El Dorado Transit on Display at Heritage Resource Fair

El Dorado Transit recently had a booth at the Lennar at Heritage El Dorado Hills Senior Resource Fair. The event was lively and included an auction for donated items along with special Transit give-a-ways.

Residents were pleased to hear about our daily service to South Lake Tahoe and our other local services. El Dorado Transit is always willing and eager to share our transit options, especially with our local disadvantaged communities.

Have an upcoming event you'd like to see Transit it? Please contact our offices at 530-642-5383 ext. 223.



Tuesday, November 11th	.....	Veteran's Day
Thursday, November 27th	.....	Thanksgiving Day
Friday, November 28th	.....	Day After Thanksgiving
Wednesday, December 24th	.....	Christmas Eve
Thursday, December 25th	.....	Christmas Day

The Sacramento/South Lake Tahoe Connecting bus will be the only service operating on listed holidays. For more information visit [www.eldoradotransit.com](http://www.eldoradotransit.com).