



# EL DORADO TRANSIT

	<b>John Hidahl</b> Board of Supervisors, District I	<b>Patty Borelli,</b> Chairperson Councilmember City of Placerville	<b>Shiva Frentzen,</b> Vice Chairperson Board of Supervisors District II	
<b>Trisha Wilkins,</b> Councilmember City of Placerville		<b>Mindy Jackson,</b> Executive Director		<b>Brian Veerkamp</b> Board of Supervisors District III

**County of El Dorado  
Board of Supervisors Meeting Room  
330 Fair Lane, Bldg. A  
Thursday, May 4, 2017 1:00 PM**

**REVISED**

## **EL DORADO COUNTY TRANSIT AUTHORITY AGENDA Regular Meeting**

Chairperson: Patty Borelli, City of Placerville Councilmember  
Vice Chairperson: Shiva Frentzen, County of El Dorado Supervisor, District II  
Directors: John Hidahl, County of El Dorado Supervisor, District I  
Trisha Wilkins, City of Placerville Councilmember  
Brian Veerkamp, County of El Dorado Supervisor, District III

- Wendy Thomas, Alternate for City Councilmembers
- Michael Ranalli, Alternate for Board of Supervisors, District IV

Executive Director: Mindy Jackson

### **CALL TO ORDER AND RECESS TO CLOSED SESSION**

Closed Personnel Session Pursuant to Government Code Section 54957 to consider the Appointment, Employment and Evaluation of the Executive Director.

Closed Session Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiators concerning discussions with Unrepresented Regular Employees and Unrepresented Regular Management Employees of the El Dorado County Transit Authority. The designated representatives for the El Dorado County Transit Authority are Executive Director Mindy Jackson and Legal Counsel Michael Tucker.

Closed Session Pursuant to Government Code Section 54956.9 paragraph (2) or (3) of subdivision (d) - Conference with Legal Counsel concerning Significant Exposure to Litigation: 1 potential case.

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

## **PLEDGE OF ALLEGIANCE TO THE FLAG**

## **ROLL CALL**

## **CEREMONIAL ITEMS**

### **A. Proclamation of Retiring Transit Driver Arthur Harms**

## **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.

## **PUBLIC COMMENT**

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

### **1. CONSENT CALENDAR**

- A. Approve Conformed Minutes of Regular Meeting April 6, 2017
- B. Receive and File March 2017 Check Register
- C. Receive and File Quarterly Investment Report for Quarter Ending 03/31/2017
- D. Approve Charter Rate of \$155.00 per hour for Fiscal Year 2017/18
- E.
  - 1. Approve Professional Services Agreement with RTS Computer Services for Computer and Network Support Services for Fiscal Year 2017/18
  - 2. Approve Purchase Order No. B23022 for an amount not-to-exceed \$60,000.00 for Informational Technology Support during Fiscal Year 2017/18
- F.
  - 1. Adopt Resolution No. 17-19 Identifying Fuel as Exempt from Competitive Bidding and Authorize the Executive Director to Procure Fuel from Outside Vendors
  - 2. Approve Blanket Purchase Order No. B23008 issued to Dawson Oil Company in the amount of \$572,000 and Blanket Purchase Order No. B23013 issued to Hunt & Sons, Inc. in the amount of \$90,000 for Fiscal Year 2017/18

**G. Adopt Revised Capital Improvement Project #17-04 Cameron Park Drive Bus Stop Improvements to transfer State Transit Assistance (STA) funding between projects #17-01 and #17-04**

**H. 1. Award Construction Contract for Capital Improvement Project #17-01 Bus Parking Lot Improvements to Joe Vicini, Inc.**

**2. Authorize Executive Director to execute the Construction Contract and related documents to complete the Capital Improvement Project #17-01**

**I. 1. Award Construction Contract for Capital Improvement Project #17-04 Cameron Park Drive Bus Stop to Joe Vicini, Inc.**

**2. Authorize Executive Director to execute the Construction Contract and related documents to complete the Capital Improvement Project #17-04**

**2. ACTION ITEMS**

A. Approve the Discontinuance of the Grizzly Flat Flex Route

- B. 1. Approve the Cameron Park Route Expansion with Service to El Dorado Hills  
2. Approve Proposed Revised Allocation Table for Fiscal Year 2017/18  
3. Approve Organizational Chart for Fiscal Year 2017/18

**2. ACTION ITEMS CONTINUED**

**TIMED ITEM 1:00 PM – PUBLIC HEARING**

C. Fiscal Year 2017/18 Final Operating Budget

**TIMED ITEM 1:00 PM – PUBLIC HEARING**

D. Fiscal Year 2017/18 Final Capital Improvement Plan and 2017/18 Capital Budget

**3. INFORMATION ITEMS**

A. March 2017 Ridership Report

**EXECUTIVE DIRECTOR REPORT \***

**BOARD MEMBER COMMENTS \***

**ADJOURNMENT**

\* Verbal Report

NEXT REGULARLY SCHEDULED  
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING  
Thursday, June 1, 2017 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 and the Planning Commission Hearing 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.*

***The Agenda is available on the website [www.eldoradotransit.com](http://www.eldoradotransit.com)***

AGENDA ITEM  
Ceremonial Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Recognizing Retiring Transit Driver Arthur Harms for twenty-three and one-half (23.5) years of public service

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

**Adopt Proclamation in recognition and appreciation of Arthur Harms' 23.5 years of public service as a Transit Driver**

**BACKGROUND**

Mr. Arthur Harms began his public Transit Driver career in October 26, 1994 with El Dorado Transit and has provided excellent customer service to our passengers and the general public during these twenty-three and one-half (23.5) years.

We are proud of the safe, compassionate and courteous service Mr. Harms has provided our passengers over the years. Mr. Harms is very friendly, polite and always willing to assist co-workers and supervisors.

Staff recommends the presentation of the Proclamation acknowledging El Dorado Transit's appreciation of Mr. Harms' twenty-three and half (23.5) years of outstanding dedicated public service.



## **Proclamation**

### **OF THE EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS**

Recognizing Arthur Harms, Transit Driver, for 23 years and 6 months of outstanding public service

**WHEREAS**, Arthur Harms has been employed by the El Dorado County Transit Authority since October 26, 1994 during which time he has dedicated himself to public service and excellence within the El Dorado County Transit Authority ensuring the highest level of service to the public; and

**WHEREAS**, Mr. Harms has been well known for his exceptional customer service; and

**WHEREAS**, Mr. Harms is known for his positive and caring attitude; and

**WHEREAS**, Mr. Harms, honorably served the public during his career of 23 years and 6 months with El Dorado County Transit Authority; and

**WHEREAS**, Mr. Harms has elected to retire from his position with El Dorado County Transit Authority; and

**WHEREAS**, we, as members of the El Dorado County Transit Authority wish to extend our utmost appreciation for the work that Mr. Harms has provided.

**NOW THEREFORE BE IT PROCLAIMED** that the El Dorado County Transit Authority Board recognizes and acknowledges and declares its sincere appreciation for the outstanding service provided by Mr. Harms while employed by the El Dorado County Transit Authority and extends its best wishes to him in all future endeavors.

**PASSED by the Governing Board of the El Dorado County Transit Authority** at a regular meeting of the Board held on the 4<sup>th</sup> day of May 2017.

Attest:

---

Megan Wilcher  
Secretary to the Board

---

Patty Borelli  
Chairperson



# EL DORADO TRANSIT

	<b>John Hidahl</b> Board of Supervisors, District I	<b>Patty Borelli,</b> Chairperson Councilmember City of Placerville	<b>Shiva Frentzen,</b> Vice Chairperson Board of Supervisors District II	
<b>Trisha Wilkins,</b> Councilmember City of Placerville		<b>Mindy Jackson,</b> Executive Director		<b>Brian Veerkamp</b> Board of Supervisors District III

**County of El Dorado  
Board of Supervisors Meeting Room  
330 Fair Lane, Bldg. A  
Thursday, April 6, 2017 1:00 PM**

## **EL DORADO COUNTY TRANSIT AUTHORITY AGENDA Regular Meeting**

Chairperson: Patty Borelli, City of Placerville Councilmember  
Vice Chairperson: Shiva Frentzen, County of El Dorado Supervisor, District II  
Directors: John Hidahl, County of El Dorado Supervisor, District I  
Trisha Wilkins, City of Placerville Councilmember  
Brian Veerkamp, County of El Dorado Supervisor, District III

- Wendy Thomas, Alternate for City Councilmembers
- Michael Ranalli, Alternate for Board of Supervisors, District IV

Executive Director: Mindy Jackson

### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG**

### **ROLL CALL**

**Directors Present:** Patty Borelli, Shiva Frentzen, Brian Veerkamp, John Hidahl, Trisha Wilkins

**Directors Absent:** None

### **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.

**It was moved and seconded to adopt the agenda and approve the consent calendar with the following changes**

**A motion was made by Director Hidahl and seconded by Director Frentzen to pull Consent Item 1F for discussion at the request of Stanley Price**

**Director Wilkins recused herself from the Minutes**

**M/S: Wilkins/Frentzen**  
**Ayes: Borelli/Frentzen/Hidahl/Veerkamp/Wilkins**  
**Noes: None**  
**Abstain: None**  
**Absent: None**

### **PUBLIC COMMENT**

**Lindell Price, Stanley Price**

#### **1. CONSENT CALENDAR**

- A. Approve Conformed Minutes of Regular Meeting March 2, 2017
- B. Receive and File February 2017 Check Register
- C. Increase Threshold for Capitalization of Equipment
- D. Approval of Purchase Orders above \$25,000 for Fiscal Year 2017/18
- E. Approve Vehicle Replacement Plan for Fiscal Years 2017/18 through 2022/23
- F. Approve Revised Capital Improvement Projects #12-09 and #12-06 to transfer State Transit Assistance (STA) and Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA) funds to the Western Placerville Interchange (WPI) project
- G. Adopt Resolution No. 17-15 authorizing the Executive Director to execute all documents for the Fiscal Year 2015/16 Proposition 1B, California Transit Security Grant Program, California Transit Assistance Fund (CTSGP-CTAF)
- H. Adopt Resolution No. 17-16 authorizing the Executive Director to execute all documents for the Fiscal Year 2016/17 Proposition 1B, California Transit Security Grant Program, California Transit Assistance Fund (CTSGP-CTAF)
- I. 1. Approve Purchase Order No. 22284 with Init for \$43,193.70



2. Authorize the Executive Director to execute all documents related to Purchase Order No. 22284

- J. 1. Approve Purchase Order No. 22285 with Init for \$61,133.81  
2. Authorize the Executive Director to execute all documents related to Purchase Order No. 22285

K. Surplus Property Designation

**2. ACTION ITEMS**

A. Receive and File El Dorado County Transit Authority Workers Compensation Trending Report

**Action: The Board agreed to Receive and File the El Dorado County Transit Authority Workers Compensation Trending Report**

**3. INFORMATION ITEMS**

A. February 2017 Ridership Report

B. 2016 Safe Driving Awards Recipients

**EXECUTIVE DIRECTOR REPORT \***

**BOARD MEMBER COMMENTS \***

**ADJOURNMENT**

\* Verbal Report

Respectfully Submitted,

Megan Wilcher  
Secretary to the Board

AGENDA ITEM 1 B  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017  
**TO:** El Dorado County Transit Authority  
**FROM:** Julie Petersen, Fiscal Administration Manager  
**SUBJECT:** Receive and File March 2017 Check Register

**REQUESTED ACTION:**  
**BY MOTION,**  
Receive and File March 2017 Check Register

**BACKGROUND**

The following check register includes routine transactions for the month of March 2017. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

**DISCUSSION**

Six (6) items merit further detail;

Check # 1001 – City of Placerville.....\$117,132.39  
This warrant pays the obligation for Progress Payment #1 for costs associated with the Western Placerville Interchange (WPI) project using Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds; CIP Project #12-06.

Check #1006 - Dokken Engineering.....\$3,300.00  
This warrant pays an obligation for the Park & Ride Surveillance project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #12-04 & 16-01.

Check #1007 – 3D Datacom.....\$105,587.19  
This warrant pays an obligation for the Park & Ride Surveillance project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #12-04 & 16-01.

Check #3003 - Dokken Engineering.....\$180.00  
This warrant pays an obligation for the Cameron Park Bus Stop project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #17-04.

Check #1053 - Dokken Engineering.....\$1,057.50  
This warrant pays an obligation for the Bus Parking Lot Improvements project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #17-04.

Check #30707 – 3D Datacom.....\$105,587.19  
This warrant pays an obligation for the Park & Ride Surveillance project using State Transit Assistance (STA) funds; CIP Project #16-01.

# EL DORADO COUNTY TRANSIT AUTHORITY

## Check Register

March 2017

Date	Num	Name	Memo	Amount
03/06/2017	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Health Premium - March 2017	36,558.11
03/08/2017	30622	4 IMPRINT INC	Little Thunder Totes - Advertising	2,232.39
03/08/2017	30623	APOLLO VIDEO TECHNOLOGY	Hardware for WiFi on Gilligs-6 Units	7,496.73
03/08/2017	30624	ARNOLDS FOR AWARDS	Engraving for EOM Plate-March 2017	10.00
03/08/2017	30625	ASSURANT EMPLOYEE BENEFITS	LTD/Life Premium - March 2017	2,763.84
03/08/2017	30626	AT&T MOBILITY	Monthly Utilities	166.60
03/08/2017	30627	BLUE RIBBON PERSONNEL SERVICES	Temp Maint Custodian - JD	2,008.79
03/08/2017	30628	COMCAST	High Speed Cable Internet-February 2017	240.93
03/08/2017	30629	DAWSON OIL	Fuel Purchases - February 2017	40,261.12
03/08/2017	30630	EL DORADO DISPOSAL	Monthly Utilities	293.00
03/08/2017	30631	EMP. MISC. REIMBURSEMENT	DMV License Fee - CP	33.00
03/08/2017	30632	EMP. MISC. REIMBURSEMENT	DMV Physical - JF	75.00
03/08/2017	30633	EMP. MISC. REIMBURSEMENT	DMV Physical - SO	80.00
03/08/2017	30634	EMP. MISC. REIMBURSEMENT	DMV License Fee - MD	73.00
03/08/2017	30635	IMAGE SOURCE	All Copier Maintenance 02/14/17-03/13/17	674.81
03/08/2017	30636	MIGUEL GARCIA LANDSCAPING	February 2017 - Landscaping Service	570.00
03/08/2017	30637	MISSION UNIFORM SERVICE	Monthly Service	266.20
03/08/2017	30638	NEOPOST USA INC	Ink Cartridge & Label Postage Sheets	220.91
03/08/2017	30639	PACIFIC GAS & ELECTRIC	Monthly Utilities	938.74
03/08/2017	30640	QUILL	Misc. Office Supplies	910.33
03/08/2017	30641	RESCO PRINTING	Scrip Ticket Bks (36 \$.50 Tickets) Qty 2500	2,313.18
03/08/2017	30642	SAC REGIONAL TRANSIT	February 2017 Combo Passes	440.00
03/08/2017	30643	STEVE STYMEIST COLLISION CNTRS	Body Repair/Paint #1005	14,625.17
03/08/2017	30644	TOWN CENTER EAST LP	Lease Pymt for March 2017 P&R	700.00
03/08/2017	30645	VERIZON WIRELESS	Cellular & Wifi Service - February 2017	1,775.13
03/08/2017	30646	XEROX FINANCIAL SERVICES	Lease Payment - March 2017	774.35
03/08/2017	30647	RTS IT INC	IT Services/Back-Up March 2017	4,350.53
03/09/2017	30648	PACIFIC MATERIAL HANDLING SOL INC	Forklift Service Call Model GLC060VX	735.70
03/13/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE MARCH 10, 2017	4,748.96
03/13/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #5	11,843.35
03/13/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #5 SUPP.	6,168.90
03/16/2017	30649	OPERATING ENGINEERS - MEDICAL	Medical Premiums - March 2017	58,718.00
03/20/2017	30650	A-Z BUS SALES	Parts & Supplies	996.33
03/20/2017	30651	ADM SCREENING	Random & Pre-Employ Screening Feb 2017	275.00
03/20/2017	30652	AFLAC	Employee Paid Premiums - March 2017	885.32
03/20/2017	30653	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premiums - March 2017	132.02
03/20/2017	30654	AT&T / CALNET 3	Monthly Utilities	1,301.39
03/20/2017	30655	AT&T LONG DISTANCE	Monthly Utilities	383.94
03/20/2017	30656	AUTOZONE	Parts & Supplies	314.61
03/20/2017	30657	BLUE RIBBON PERSONNEL SERVICES	Temp Maint Custodian - JD	758.64
03/20/2017	30658	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	243.33
03/20/2017	30659	C & H MOTOR PARTS	Parts & Supplies	409.26
03/20/2017	30660	CAL.NET	March 2017 Camera Service	106.97
03/20/2017	30661	CALIFORNIA CUSTOM TEE'S	New Drivers & Employee Uniform Order	709.33
03/20/2017	30662	CAPITOL CLUTCH & BRAKE	Parts & Supplies	500.82
03/20/2017	30663	CITY OF PLACERVILLE	Livescan Fee for Feb 2017-5 Emp	100.00
03/20/2017	30664	CUMMINS PACIFIC LLC	Parts & Supplies	505.26
03/20/2017	30665	D&K AUTO GLASS	Parts & Supplies	528.00
03/20/2017	30666	DELUXE	Pre-Encoded Checks for A/P (2500)	742.89
03/20/2017	30667	DENTON'S	Parts & Supplies	215.32
03/20/2017	30668	ECO SIGNS	Replace Bulbs-EDH P&R	748.29
03/20/2017	30669	EDC COMMUNITY DEVELOPMENT AGENCY	AQMD Fees-Generator	647.89
03/20/2017	30670	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2017	150.00
03/20/2017	30671	EDC RISK MANAGEMENT	Health Insurance March 2017	4,848.29
03/20/2017	30672	FACTORY MOTOR PARTS	Parts & Supplies	2,824.09
03/20/2017	30673	FASTENAL	Parts & Supplies	554.91
03/20/2017	30674	FLEMING DISTRIBUTING CO.	Additives PM Services	600.22
03/20/2017	30675	FRANKS BODY SHOP	Body Repair/Paint #0902	2,339.77
03/20/2017	30676	GCR TIRES & SERVICE	Parts & Supplies	3,083.48
03/20/2017	30677	GIRARD & EDWARDS	Legal Counsel - February 2017	1,480.50
03/20/2017	30678	GOLD RUSH TAXI LLC	Taxi Voucher Program-February 2017	1,260.00
03/20/2017	30679	HOLT OF CALIFORNIA	Parts & Supplies	8,064.69
03/20/2017	30680	HUNT & SONS INC	Fuel Purchases - February 2017	464.69
03/20/2017	30681	J. C. NELSON SUPPLY CO.	Liners	17.34
03/20/2017	30682	KELLEY MACHINE SHOP	Resurface Exh Manifold #0610	50.00
03/20/2017	30683	KINETICO WATER SYSTEMS INC	Filtered Water Rental for March 2017	43.20
03/20/2017	30684	LANGUAGE LINE SERVICES INC	Interpreter Service-February 2017	18.86
03/20/2017	30685	MCI SERVICE PARTS INC	Parts & Supplies	1,056.22
03/20/2017	30686	MED 7 URGENT CARE CENTER	Pre-Employ Phy, PPD, Drug Screen-7 Emp	719.00

# EL DORADO COUNTY TRANSIT AUTHORITY

## Check Register

March 2017

Date	Num	Name	Memo	Amount
03/20/2017	30687	MISSION UNIFORM SERVICE	Monthly Service	232.88
03/20/2017	30688	MOUNTAIN DEMOCRAT INC	Job Posting / Public Notices	874.40
03/20/2017	30689	O'REILLY AUTO PARTS	Parts & Supplies	687.33
03/20/2017	30690	OPERATING ENGINEERS LOCAL UNION #3	Employee Paid Union Dues - March 2017	1,932.00
03/20/2017	30691	PACIFIC GAS & ELECTRIC	Monthly Utilities	3,681.73
03/20/2017	30692	PRO-LINE CLEANING SERVICES INC	Cleaning Services-February 2017	630.00
03/20/2017	30693	QUILL	Misc. Office Supplies	252.52
03/20/2017	30694	RAMOS ENVIRONMENTAL SERVICES	Waste Oil Pick-Up-Shop	753.10
03/20/2017	30695	RIEBES AUTO PARTS	Parts & Supplies	178.84
03/20/2017	30696	RON DUPRATT FORD	Parts & Supplies	947.68
03/20/2017	30697	STATE OF CA - DEPT OF JUSTICE	Fingerprints, Investigations-Apps & FBI-02/17	245.00
03/20/2017	30698	TERRIE Y. PRODHON	CPA Services - February 2017	684.11
03/20/2017	30699	TRUE VALUE HARDWARE	VOID:	0.00
03/20/2017	30700	UNITED TEXTILE	Oil Spill Kits	627.41
03/20/2017	30701	UPS	Misc. Shipping	19.14
03/20/2017	30702	VALLEY POWER SYSTEMS	Parts & Supplies	2,154.91
03/20/2017	30703	VIPER PEST CONTROL INC	Bi-Monthly Pest Control-#6565	60.00
03/20/2017	30704	VISA	Monthly Charges	406.29
03/20/2017	30705	WESTERN SUPPLY INC	Tire Mount Fluid-Shop Use	41.61
03/20/2017	30706	WOLFPACK INSURANCE SERVICES, INC.	Vision / Dental Premiums - April 2017	4,437.60
03/21/2017	1001	CITY OF PLACERVILLE	Progress Payment #1 / WPI	117,132.39
03/21/2017	1006	DOKKEN ENGINEERING	CCTV Installation @ P&R Facilities-Jan 2017	3,300.00
03/21/2017	1007	3D DATACOM	Progress Payment #1 CIP 16-01	105,587.19
03/21/2017	1052	DOKKEN ENGINEERING	VOID:	0.00
03/21/2017	3003	DOKKEN ENGINEERING	CP Drive Bus Stop Proj Dec 2016-Jan 2017	180.00
03/22/2017	1053	DOKKEN ENGINEERING	EDT Bus Parking Lot Improve Jan 2017	1,057.50
03/22/2017	30707	3D DATACOM	Progress Payment #1 CIP 16-01	47,711.36
03/22/2017	30708	EMP. MISC. REIMBURSEMENT	Mileage Reimbursement - JP	127.88
03/22/2017	30709	EMP. MISC. REIMBURSEMENT	Mileage Reimb - CP	145.49
03/22/2017	30710	EMP. MISC. REIMBURSEMENT	DMV Physical -AP	75.00
03/22/2017	30711	EMP. MISC. REIMBURSEMENT	Travel Reimb - BJ	30.00
03/22/2017	30712	EMP. MISC. REIMBURSEMENT	DMV Physical - JB	75.00
03/22/2017	30713	EMP. MISC. REIMBURSEMENT	DMV Testing Fee - JH	73.00
03/22/2017	30714	EMP. MISC. REIMBURSEMENT	DMV Physical - RM	75.00
03/22/2017	30715	EMP. MISC. REIMBURSEMENT	DMV Testing Fees - SF	73.00
03/22/2017	30716	EMP. MISC. REIMBURSEMENT	DMV Physical - DI	75.00
03/22/2017	30717	EMP. MISC. REIMBURSEMENT	DMV Physical - GL	75.00
03/27/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE MARCH 24, 2017	4,907.64
03/27/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #6	11,774.51
03/27/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #6 SUPP	6,391.95
03/31/2017	30718	ARNOLDS FOR AWARDS	Engraving for EOM Plate-April 2017	12.50
03/31/2017	30719	AT&T MOBILITY	Monthly Utilities	168.00
03/31/2017	30720	BLUE RIBBON PERSONNEL SERVICES	Temp Maint Custodian - JD	1,602.76
03/31/2017	30721	CALIFORNIA CUSTOM TEE'S	New Drivers & Employee Uniforms	734.61
03/31/2017	30722	CDW GOVERNMENT	SonicWall 1yr Subscription	1,581.63
03/31/2017	30723	COMCAST	High Speed Cable Internet-March 2017	240.93
03/31/2017	30724	EL DORADO IRRIGATION DISTRICT	Monthly Utilities	420.31
03/31/2017	30725	EMP. MISC. REIMBURSEMENT	DMV Testing Fees - EG	73.00
03/31/2017	30726	EMP. MISC. REIMBURSEMENT	DMV Testing Fees - TC	73.00
03/31/2017	30727	EMP. MISC. REIMBURSEMENT	Mileage Reimb - MJ	56.82
03/31/2017	30728	FEILD AND ASSOCIATES	Transit Project Mgmt for 03/01/17	1,085.44
03/31/2017	30729	HUNT & SONS INC	Bulk Engine Oil	2,170.58
03/31/2017	30730	IMAGE SOURCE	All Copier Maintenance 03/14/17-04/13/17	559.42
03/31/2017	30731	MITEL BUSINESS SYSTEMS INC	Cordless Headset & Module Bundle	2,500.21
03/31/2017	30732	PACIFIC GAS & ELECTRIC	Monthly Utilities	841.61
03/31/2017	30733	QUILL	Misc. Office Supplies	280.70
03/31/2017	30734	SAC REGIONAL TRANSIT	March 2017 Combo Passes	440.00
03/31/2017	30735	TRUE VALUE HARDWARE	Keys/Fuel Doors 2016 Buses	12.81
03/31/2017	30736	UPS	Misc. Shipping	12.28
03/31/2017	30737	VERIZON WIRELESS	Cellular & Wifi Service - March 2017	2,769.66
03/31/2017	30738	WESTERN CONTRACT	Labor / Desks	1,025.67
03/31/2017	30739	ZEP MANUFACTURING CO.	Parts & Supplies	266.94

575,788.98

**Total 575,788.98**

AGENDA ITEM 1 C  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017  
**TO:** El Dorado County Transit Authority  
**FROM:** Julie Petersen, Fiscal Administration Manager  
**SUBJECT:** Quarterly Investment Fund Report

**REQUESTED ACTION:**

**BY MOTION,**

**Receive and file Quarterly Investment Report for Quarter Ending  
03/31/2017**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) adopted an investment policy on November 7, 1999 allowing investments in the State of California Local Agency Investment Fund (LAIF) and money market accounts.

El Dorado Transit investment policy requires quarterly investment reports to the Board of Directors.

**DISCUSSION**

Interest earnings for the first calendar quarter of 2017 equals \$5,380.64, to-date total interest earned for fiscal year (FY) 2016/17 equals \$14,626.45; this reflects an amount of \$2,276.78 under adopted budget. These funds are budgeted and used as operating income. Investment report for quarter ending 03/31/17 is submitted for review and file.

**FISCAL IMPACT**

Account 4970.00-Interest Income will be adjusted during the Amended Final Operating Budget adjustment process.

EL DORADO COUNTY TRANSIT AUTHORITY

QUARTERLY INVESTMENT REPORT

PERIOD 01/01/2017 – 03/31/2017

LOCAL AGENCY INVESTMENT FUND (L A I F)

Account Summary

12/31/2016	Balance Forward	\$ 1,195,088.15
Total Transfers to General Checking Account		\$ -000,000.00
Total Transfers from General Checking Account		\$ 000,000.00
Interest Earned @ 0.78%		\$ <u>2,286.37</u>
03/31/2017	Ending Balance 1st Qtr., 2017	\$ 1,197,374.52

UMPQUA BANK (Money Market Account)

Account Summary

12/31/2016	Balance Forward	\$ 3,353,458.89
Total Transfers to General Checking Account		\$ -500,000.00
Total Transfer from General Checking Account		\$ 000,000.00
Interest Earned @ 0.42%		\$ <u>3,094.27</u>
03/31/2017	Ending Balance 1st Qtr., 2017	\$ 2,856,553.16

AGENDA ITEM 1 D  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Brian James, Planning and Marketing Manager

**SUBJECT:** Charter Rate for Fiscal Year 2017/18

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

**Approve Charter Rate of \$155.00 per hour for Fiscal Year 2017/18**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) currently provides limited charter services as allowed per State and Federal guidelines. El Dorado Transit establishes an hourly charter rate as per the guidelines set forth in the *Transportation Development Act (TDA)*, *Statutes and California Codes of Regulations, January 2005*. The current, adopted charter rate for Fiscal Year (FY) 2016/17 is \$145.00 per service hour.

**DISCUSSION**

The State of California TDA regulations Section 99250 include the following guidance regarding charter services performed by a public transit agency:

1. "...charter bus service rates and minimums shall be established which are...at least equal to the average of the three lowest current rates charged by private charter bus carriers actually operating charters originating in the same service area of the public transportation system during the prior year."
2. "All charter bus service rates shall be reviewed and adjusted not less than semiannually to reflect variations in actual and assumed costs, as well as private charter bus carrier rates."

Staff solicited quotes from private charter providers operating in the service area. The participating operators were asked to base their quotes on at least a seven (7) hour charter originating in Placerville and to include dead-head and fuel surcharges where applicable. Average hourly rates were calculated and ranked. The average of the three (3) lowest quotes was \$147.65 per hour. This rate is lower than the current commuter operations cost per hour of \$152.74 as reported in the El Dorado Transit Fiscal Year 2016/17 Six-Month Administrative Operations Report, March 2, 2017.

Staff recommends El Dorado Transit's rate for charter service be set at no less than \$155.00 per service hour for FY 2017/18. Consistent with the TDA regulations, this rate will be non-



competitive with private operator's average rates for similar service and will adequately cover El Dorado Transit's operating costs.

**FISCAL IMPACT**

<u>Item</u>	<u>Period</u>	<u>Rate</u>
Charter Service Rate	Effective July 1, 2017	\$155.00/hour

AGENDA 1 E  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Approve Professional Services Agreement and Purchase Order for RTS Computer Services for Computer and Network Support Services for Fiscal Year 2017/18

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

- 1. Approve Professional Services Agreement (PSA) with RTS Computer Services for Computer and Network Support Services for Fiscal Year 2017/18**
- 2. Approve Purchase Order No. B23022 for an amount not-to-exceed \$60,000.00 for Informational Technology Support during Fiscal Year 2017/18**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) implemented several strategies to maintain the appropriate level of informational technology support over a ten (10) year period including hiring an information technology support staff person; contracting with small companies; opportunities for and sharing staff with public agencies. It was determined that a larger private computer services support business with a depth of staff and expertise would provide technical support necessary for an agency the size of El Dorado Transit.

Beginning in September 2013, RTS Computer Services (RTS) has provided informational technology support as noted in the attached RTS ITCare Agreement Fiscal Year (FY) 2017/18:

- Ongoing computer support for El Dorado Transit staff as required
- Troubleshoot, maintain, and manage the network, services, computers and peripherals
- Maintain software updates and upgrades for all operating systems
- Hardware and software purchasing assistance
- Hardware and software installation assistance
- Provide prompt service response time

## **DISCUSSION**

The attached Professional Services Agreement (Agreement) is a standard agreement approved as to form by legal counsel. Exhibit A to the Agreement details the scope of work and fee schedule.

Exhibit A of the Professional Services Agreement is the proposed RTS ITCare Agreement FY 2017/18. The proposed rate of \$90.00 per month per device (workstations and servers) will remain static.

Approved as to form by El Dorado Transit Legal Counsel

## **FISCAL IMPACT**

Fiscal Year 2017/18 Preliminary Budget includes \$60,000.00 in the Service Contracts and Equipment budget line Item 5090.06 for computer and network support.

Details of coverage are included in Exhibit A of the contract.

### Purchase Order:

Monthly service charges	\$48,060.00
Back-up overage charges	\$ 2,100.00
Contingency	<u>\$ 9,840.00</u>
Total	\$60,000.00

**EL DORADO COUNTY TRANSIT AUTHORITY**

**PROFESSIONAL SERVICES AGREEMENT**

**with**

**RTS Computer Services**

**for**

**Computer and Network Support Services**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2017, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and RTS Computer Services, hereinafter referred to as "CONSULTANT".

**WITNESSETH**

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

**SECTION 1 - ORGANIZATION AND CONTENTS**

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - ADDITIONAL;  
COMPLETION SCHEDULE
- SECTION 4 NOTICE TO PROCEED AND EFFECTIVE DATE OF CONTRACT;  
PROGRESS; COMPLETION
- SECTION 5 TIME OF PERFORMANCE
- SECTION 6 COMPENSATION
- SECTION 7 CHANGES TO SCOPE - BASIC
- SECTION 8 COMPLIANCE WITH LAWS, RULES, and REGULATIONS
- SECTION 9 EXHIBITS INCORPORATED
- SECTION 10 RESPONSIBILITY OF CONSULTANT
- SECTION 11 RESPONSIBILITY OF EL DORADO TRANSIT
- SECTION 12 TERM
- SECTION 13 TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT
- SECTION 14 TERMINATION OF AGREEMENT FOR CAUSE
- SECTION 15 INTEREST OF OFFICIALS AND CONSULTANT
- SECTION 16 SUBCONTRACTING
- SECTION 17 SUCCESSORS AND ASSIGNS
- SECTION 18 INDEPENDENT CONTRACTOR
- SECTION 19 EQUAL EMPLOYMENT OPPORTUNITY
- SECTION 20 DISADVANTAGED BUSINESS ENTERPRISE

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

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

## SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled ITCare Agreement FY 2017-18 attached hereto and incorporated herein by this reference as if set forth in full.

## SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

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

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

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

## SECTION 5 - TIME OF PERFORMANCE

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

## SECTION 6 - COMPENSATION

For services performed pursuant to this Agreement as outlined in Exhibit A, EL DORADO TRANSIT agrees to pay and CONSULTANT agrees to accept as payment in full, the amount of \$4,005.00 per month plus payments for additional approved services up to a not to exceed a total amount of \$60,000.00 for informational technology support.

CONSULTANT shall submit a bill each month upon successful completion of the monthly services outlined in said Exhibit "A," attached hereto. Payment shall be made by EL DORADO TRANSIT within fifteen (15) days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. It is mutually agreed between the parties that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

## SECTION 7 – ADDITIONAL WORK

In the event non-covered services on an hourly basis as set forth in Exhibit A are required, CONSULTANT shall submit a work order to TRANSIT listing the scope and cost of such services. CONSULTANT may proceed to complete such additional work upon receipt of written approval by TRANSIT. The costs for such additional work shall be submitted with the monthly bill and shall include a detailed explanation of the work performed, the individual completing the work, the date the work was performed and the hours spent in completing the work.

## SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

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

## SECTION 9 - EXHIBITS INCORPORATED

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

## SECTION 10 - RESPONSIBILITY OF CONSULTANT

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

## SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

In relation to the project/work described by this Agreement, EL DORADO TRANSIT shall:

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

## SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided, and shall end upon EL DORADO TRANSIT'S acceptance and payment for such portion of the work as was authorized by such notice, but in no event beyond the end of the Fiscal Year 2017/18.

## SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of EL DORADO TRANSIT, become its property. If this Agreement is terminated by EL DORADO TRANSIT as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks, and mutually agreed percent-completed tasks, to total services as determined by EL DORADO TRANSIT, less payments already made under this contract. This proration shall be extended to cover any fixed fee charged for a fully completed product.

## SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

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

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by EL DORADO TRANSIT, less payments of compensation previously made. Payments previously made by EL DORADO TRANSIT to CONSULTANT shall be credited to the amount payable to



CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of EL DORADO TRANSIT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of EL DORADO TRANSIT.

#### SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

A. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.

B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

#### SECTION 16 - SUBCONTRACTING

A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.

B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit "A". Specialized services are those items not ordinarily furnished by a consultant performing the particular type of study.

C. All subcontracts shall be subject to the provisions contained in this contract between EL DORADO TRANSIT and CONSULTANT.

#### SECTION 17 - SUCCESSORS AND ASSIGNS

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

#### SECTION 18 - INDEPENDENT CONTRACTOR

EL DORADO TRANSIT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting

services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to EL DORADO TRANSIT.

#### SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

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

#### SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

B. To the extent applicable, CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. All subcontracts awarded by CONSULTANT shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

#### SECTION 21 - TITLE VI COMPLIANCE

A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

B. During the performance of this Agreement the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
  3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
  4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by EL DORADO TRANSIT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to EL DORADO TRANSIT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- C. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, EL DORADO TRANSIT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or;
  2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- D. Incorporation of Provisions: the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request EL DORADO TRANSIT to enter into such litigation to protect the interests of EL DORADO TRANSIT, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

## SECTION 22 - PUBLICATION

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

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

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

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

## SECTION 23 - INDEMNIFICATION

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

## SECTION 24 – INSURANCE

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

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT, or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- E. The certificate of insurance must include the following provisions stating that:
  - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to EL DORADO TRANSIT; and
  - 2) EL DORADO TRANSIT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that EL DORADO TRANSIT is named additional insured shall be made by providing EL DORADO TRANSIT with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming EL DORADO TRANSIT as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of EL DORADO TRANSIT and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, EL DORADO TRANSIT may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- G. Certificate of insurance shall meet such additional standards as may be determined by EL DORADO TRANSIT as essential for protection of EL DORADO TRANSIT.
- H. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- I. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
- K. The CONSULTANT's insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- L. The insurance companies shall have no recourse against EL DORADO TRANSIT, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- M. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- N. Any deductibles or self-insured retentions must be declared and approved by EL DORADO TRANSIT. At EL DORADO TRANSIT's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EL DORADO TRANSIT, its officers, employees and volunteers, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- O. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

## SECTION 25 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, computer files, drawings, designs and reports generated by this Agreement shall belong to and become the property of EL DORADO TRANSIT in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the



responsibility of EL DORADO TRANSIT. Software used but not created in the performance of this agreement is not included. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

#### SECTION 26 - DOCUMENTATION/ACCESS TO RECORDS

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

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and makes such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

#### SECTION 27 - NOTICES

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

A. To EL DORADO TRANSIT: Mindy Jackson, Executive Director  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

B. To CONSULTANT: Tony Snider  
RTS Computer Services  
5000 Windplay Drive, Suite 1  
El Dorado Hills, CA 95762

Phone Number (530) 676-2020

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

#### SECTION 28 - JURISDICTION

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

#### SECTION 29 - INTEGRATION

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

#### SECTION 30 – CONFIDENTIALITY

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

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

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

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

EL DORADO TRANSIT:

By \_\_\_\_\_  
Mindy Jackson, Executive Director

CONSULTANT:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Tucker  
Attorney for El Dorado County Transit Authority



**EXHIBIT “A”  
PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION  
OF SCOPE OF WORK**

DRAFT



RTS IT, Inc.  
5000 Windplay Drive, Suite 1  
El Dorado Hills, CA 95762  
530-676-2020  
[www.rtscomp.com](http://www.rtscomp.com)

## **ITCare Agreement FY 2017-2018**

### **Computer and Network Support Services**

# **El Dorado County Transit Authority**

#### **Prepared By:**

**Tony Snider  
RTS IT, Inc.  
5000 Windplay Drive, Suite 1  
El Dorado Hills, CA 95762  
530.676.2020**

#### **Prepared For:**

**Mindy Jackson  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619  
530.642.5383**

# Table of Contents

Table of Contents .....	2
Summary .....	3
Technical Approach.....	4
Project Management System.....	6
Consultant Staff .....	7
Organizational Chart .....	8
Consultant Qualifications and References.....	9
References .....	9
Time and Services .....	10
ITCare - Frequently Asked Questions.....	11
Agreement .....	13
Services Definition .....	14
Important Information.....	14

## Summary

RTS provides the following IT services on a monthly basis for El Dorado County Transit Authority (EDCTA):

- Ongoing computer support for EDCTA staff as required
- Troubleshoot, maintain, and manage the network, server, computers, and peripherals
- Maintain software updates and upgrades for all operating systems
- Hardware and software purchasing assistance
- Hardware and software installation
- Provide prompt service response time

RTS specializes in designing, installing, and maintaining computer networks. We use IT best practices to keep EDCTA's computers, server, software, security, and network up to date and performing up to expectations.

In the past Fiscal Year, EDCTA has added 2 new Desktop PCs and 1 Laptop to the Maintenance Plan.

As per Tony's vCIO meeting with EDCTA management in March, we are keeping the ITCare Gold per seat price the same for one more year, instead of the expected \$5 increase. It has been a pleasure working with you the last 3 ½ years!

## Technical Approach

RTS IT, Inc. has continually proven to be a leader in the IT Support industry in El Dorado County for over 16 years. RTS is a California Corporation headquartered in El Dorado Hills, CA that has specialized in IT Support and Service since 2001. Our staff is comprised of 2 experienced consultants and 2 office employees who specialize in securing networks for small and medium-sized businesses and devote ourselves to continual improvement to maintain our skills. We have kept a steady staff even through the tough economy of 2008-2012.

RTS has designed, installed, and maintained networks for over 500 Small and Medium Sized Businesses, companies that have between 2 to 125 employees. Outsourced IT support is our specialty, and we work with suppliers to provide technology products and services that meet your changing needs.

We at RTS know that you need a system that is easily modified and easily learned by your employees. You can't afford to waste time, and we understand that. We stand ready to assign our expert staff to your specific IT Support tasks.

RTS will provide IT Support and Services in the following areas to meet EDCTA's requirements:

- **ITCare Services:** May include remote and on-site support, as necessary during normal business hours.
- **A Virtual IT staff:** for a fraction of the cost of a full time employee. RTS provides your office with a virtual IT staff to maintain your network, server, and workstations. This valuable service will save you money and time, minimizing emergency network problems. Your Virtual CIO, with over 25 years of experience in the IT field, will be assisting you with long term planning and budgeting. You also have the rest of the RTS Staff at your disposal, coordinating appointments and performing helpdesk and onsite technical services.
- **Remote Support:** With the ability to remotely connect to all systems managed by RTS upon user request, response times to your issues are vastly improved. RTS remote technology is secured by an encrypted tunnel, which uses security similar to most online banking technologies.
- **Network and Server monitoring:** notifies us of "unusual" events that can turn into downtime, data loss, or other problems, and gives us an opportunity to proactively fix issues before they interrupt your business flow. Small Business Server clients receive additional monitoring and alerting provided by built-in Microsoft features.
- **Update & Patch Management:** Updates and Patches are designed to fix problems with the operating system, office suite, antivirus, and various other programs. These updates improve the security, usability and performance of your server and workstations.
- **System & Event Log Monitoring:** RTS will remotely monitor your server and workstation system event logs, application event logs and security event logs for problems around the clock.
- **Security Monitoring:** RTS provides real-time monitoring of your security logs, monitoring for unauthorized and illegal activities. Events such as multiple logon attempts will be reported back to the help desk as they occur.
- **System Maintenance:** RTS provides the necessary file cleaning and software maintenance to optimize all of your systems, such as temporary file cleanup, hard drive defragmentation, virus scans and updates, Spyware scans and updates, backup verifications, and much more. This will keep your systems running at peak speed and performance.

- **Virus & Spyware Threat Management:** Today's Viruses and Spyware can take advantage of network services to spread their infections via the internet, email, and networks. ITCare™ will monitor your systems and ensure the latest anti-virus and anti-spyware definitions are installed and functioning.
- **Asset Management:** A detailed record of all system assets is maintained and a copy of the onsite ITCare™ Network Manual will be prepared and maintained as needed by RTS Staff.
- **Normal business hours:** Monday through Friday, 8am to 5pm, non-holiday. Extended hours to cover EDCTA business hours will be provided as necessary, included in ITCare Plan.

## Project Management System

Technology projects may be very lengthy and costly to your organization. There are always complexities in dealing with newer technology and ensuring that all the pieces integrate together. There are also challenges in implementing infrastructure with as little impact on users as possible. All of these challenges can be overcome through a proper mix of planning and executing. The planning aspect is where project management processes and techniques are needed. RTS resists the urge to jump straight into the execution and spends an ample amount of time in the planning stage of a project or task to ensure success.

Proper planning and management of the IT Support or project effort will take more time up front but will be more than rewarded with efficiencies and savings throughout the rest of the project. RTS follows project management best practices:

- Prepare by utilizing a project plan.
- Create a project timeline.
- Define project management procedures up front.
- Look for warning signs like scope creep.
- Ensure that the Client approves scope-change requests.
- Identify risks up front if at all possible.
- Continue to assess potential risks throughout the project.
- Resolve issues as quickly as possible.

RTS is committed to using best practices when executing IT Support tasks, be it a full network upgrade project or just ongoing server maintenance.

## Consultant Staff

The following consultants will be responsible for maintaining EDCTA technology services:

### **Tony Snider**

Title: Principal Consultant

Tony is the Principal Consultant and President of RTS Computer Services, with over 30 years of experience in Technology Services. Prior to starting RTS, he worked as a Senior IT consultant for IBM and Atos/Origin, two of the largest Technology Companies in the world. Before working in the corporate IT world, in the early era of computers, Tony spent seven years in the '80s and '90s building IBM compatible PCs for business and personal users at his first company, I-Deal Computers. In 1999 he moved his family to El Dorado County, and started RTS Computer Services, which has grown steadily all 16 years. RTS maintained its solid base of clients throughout the most recent economic downturn, without significant loss of revenue. We attribute this to our outstanding level of service and client satisfaction.

Tony is experienced in all aspects of IT Support, including networks and servers, all versions of windows and DOS, a majority of desktop applications, and numerous third party applications. He is the go-to IT Consultant in El Dorado County, and has worked with over 1300 local area clients over the years.

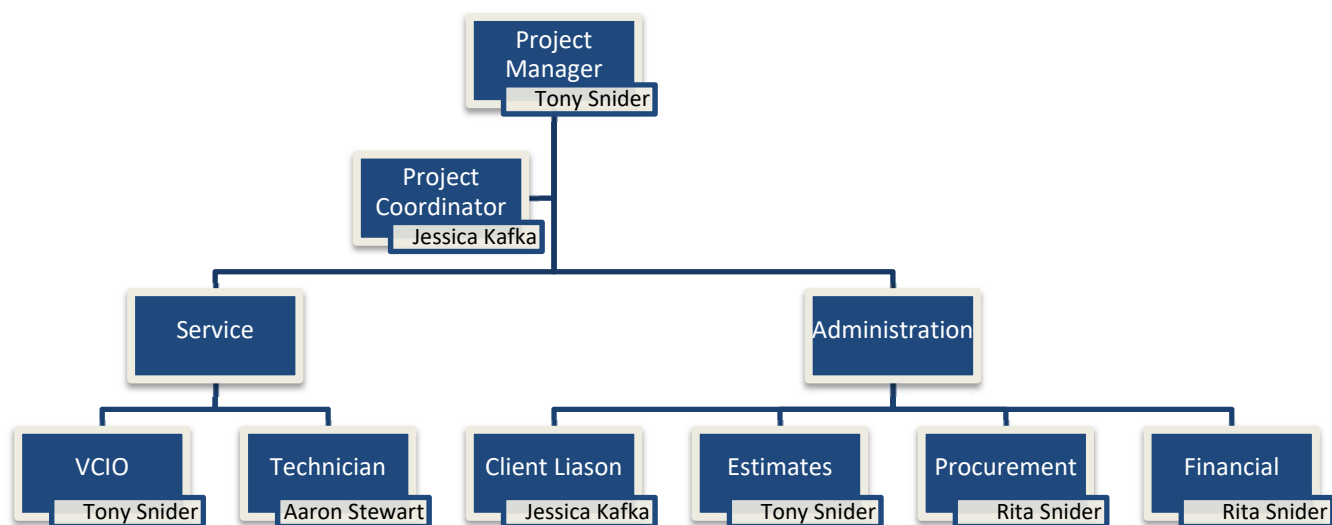
### **Aaron Stewart**

Title: Systems Engineer

Aaron is our primary Systems Engineer at RTS. He has been with RTS over a year, and has several years of technology experience prior to his role at RTS. Aaron specializes in the day to day technical support and designing solutions for our business clients in El Dorado, Sacramento, and Placer counties. Experienced in delivering the best solutions to fit each client's needs, Aaron handles troubleshooting and problem solving across all aspects of IT in business environment.



# Organizational Chart



## Consultant Qualifications and References

RTS takes pride in being an equal-opportunity employer, and promoting a safe & discrimination-free place to work. Despite political opinion of any member of our staff, as a company, RTS adheres to strict policy of no political affiliation, and services all clients equally. RTS states that our firm has no conflict of interest, political, gender, age, racial, of any kind.

## References

The following are some of our happy clients, we like to call them family. Feel free to contact any of our references about their experience with RTS. For more details, see our web site references page at: <http://www.rtscomp.com/why-rts>

### **American River Conservancy**

Alan Ehrgott, Director

Phone: 530-295-2190

E-mail: [ehrgott@arconservancy.org](mailto:ehrgott@arconservancy.org)

[www.arconservancy.org](http://www.arconservancy.org)

*Client since March 2008*

IT Consulting, Managed Services, Server Implementation, End User Desktop Support, Backup Services, Anti-Virus Services

### **Cook Custom, Cabinetry, Inc.**

Chip Scowcroft, Co-Owner

Phone: 530-621-0851

E-mail: [cscowcroft@cccabinetryinc.com](mailto:cscowcroft@cccabinetryinc.com)

[www.cccabinetryinc.com](http://www.cccabinetryinc.com)

*Client since August 2002*

IT Consulting, Managed Services, Server Implementation, Desktop Support, Website Hosting

### **The Center for Violence Free Relationships**

Mary Korkelia, Chief Financial Officer

Phone: 530-295-4206

E-mail: [maryk@thecenternow.org](mailto:maryk@thecenternow.org)

[www.thecenternow.org](http://www.thecenternow.org)

*Client since November 2007*

IT Consulting, Managed Services, Server Implementation, Desktop Support, Operating System and Hardware Upgrades, Backup, Anti-Spam, Anti-Virus Services

## Time and Services

<b>Customer Information</b>			
<b>Client Name:</b>	El Dorado County Transit Authority		
<b>Phone:</b>	530.642.5383		
<b>Email:</b>	mjackson@eldoradotransit.com		
<b>Billing Address:</b>	6565 Commerce Way		
	Diamond Springs	CA	95619
<b>Service Level Information</b>			
<b>Service Level:</b>	<b>ITCare Gold Service Plan</b>		
<b>Number of Seats including Servers:</b>	<b>44.5 (21.5 Desktops / 13 Laptops / 10 Servers)</b>		
<b>Cost per Seat:</b>	<b>\$90</b>		
<b>Services Included as necessary:</b>	<p>Anti-Spam, Antivirus, Managed Firewall, Managed Network, Managed Servers, Managed Desktops.</p> <p>Server/Network/Workstation/Laptop hardware and Projects not Included (Examples: Office Moves, Cabling, Server Migrations, Hardware Repair, Line of Business Applications, Etc.). Equipment procured via previously contracted Vendors. 2 Hour Response Time.</p>		
<b>Monthly Payment</b>	<b>\$4005</b>		
<b>Payment Occurrence:</b>	<b>Monthly</b> Net 15 days		
<b>Due Date of First ITCare Invoice:</b>	<b>Net 15 days</b>		
<b>Consultant Services, Hourly</b>	<b>\$120.00</b> (Non-Covered, preferred rate per ITCare, normally \$150.00)		
<b>Systems Engineer Services, Hourly</b>	<b>\$105.00</b> ( Non-Covered, preferred rate per ITCare, normally \$135.00)		
<b>Emergency/After Hours Rate:</b>	<b>\$150.00</b> ( Non-Covered, preferred rate per ITCare, normally \$195.00)		

## ITCare - Frequently Asked Questions

*The following are questions we are frequently asked by other ITCare Clients. Feel free to ask any additional questions you feel necessary!*

### **What exactly does “managed” mean in the services included as necessary sections?**

*Managed means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it, eliminating downtime and keeping everything running as fast as possible.*

*Note: We don't provide equipment warranty on the hardware unless it's the Platinum plan. So, **repairing computers that are out of the manufacturer's warranty are billable.** When we start having ongoing issues with hardware we strongly encourage our clients to retire the unit and replace with a new one.*

### **Anti-Spam and Anti-Virus would mean if we got attacked, you would resolve those for us?**

*Yes, we would work to prevent any threats and take care of them if did occur. We will also be on top of any staff members that are causing malware issues and ask management to back us up when trying to guide their behavior.*

### **What does Managed Firewall Mean?**

*Managed Firewall means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it to eliminate downtime and keep everything running as fast as possible. We'll maintain and update the firewall as needed to keep it running.*

### **Managed network: I assume means you will remotely watch over the network you have configured and re-work if needed?**

*See #1 above, and yes we will care for everything attached to the network and monitor for threats proactively as long as that item is covered. We do discourage attaching devices to the network that we don't know about so we can do a good job monitoring everything.*

### **Managed Servers: does this mean you will check on updates and monitor for fluctuations that may cause a problem?**

*Yes, our monitoring software is running 24/7 to ensure the health of the server and the entire network.*

### **Managed desktops?**

*Managed means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it to eliminate downtime and keep everything running as fast as possible.*

*Note: We don't provide equipment warranty on the hardware unless it's the Platinum plan. So that means repairing equipment out of the manufacturer's warranty is billable. When we start having ongoing issues with hardware, especially ones that are out of the Manufacturer's warranty period, we strongly encourage our clients to retire the unit and replace with a new one.*

### **Since I am a novice web manager, if I had problems editing my website, do you offer assistance with my web editing program?**

*Gold or Platinum would cover any and all desktop issues as needed. Silver would have scheduled visits (could be remote also) under a block of time allocated for reactive support, we could handle that. Monitoring plan doesn't include reactive support labor on the desktops, so that would be a billable ticket.*

### **We usually have contractors on our projects or premises that have an insurance rider for liability in case they are hurt. I believe this is a free service from your insurance company. Would you be able to offer that to us, assuming we would have you on our premises for work?**

*Yes, we definitely have a liability insurance policy. We will provide that for you as needed*

# Agreement

---

Client:

El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

Consultant:

RTS IT, Inc.  
5000 Windplay Drive, Suite 1  
El Dorado Hills, CA 95762

---

 Signature

---

 Name (print)

---

 Title

---

 Date

---

 Signature

---

 Name (print)

---

 Title

---

 Date

**Approved by: *(Internal Use Only)***

<b>Name (print)</b>	<b>Signature</b>	<b>Date</b>

## Appendix B - General Provisions

---

### Services Definition

To ensure RTS' ability to provide satisfaction to Client, the following provisions apply as appropriate to ITCare<sup>SM</sup> services contracted with RTS.

### Important Information

**Site Survey:** At the initiation of services, **if applicable**, RTS will dispatch one or more engineers or technicians to document the current configuration of the network, current support contracts with technology related vendors including contact and support information. This process allows the RTS Support Team to understand Client's environment and to quickly diagnose problems. Clients with newly installed networks are not applicable.

**Vendor Liaison:** RTS will act as Client's duly appointed representative and advocate. RTS Support Team will diagnose problems and dispatch or contact third parties such as Internet providers, Hardware manufacturers, etc... when deemed necessary. **RTS Support Team is not intended to replace third party application support.**

**Best Interest:** In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Client of the problem. This will allow the RTS Support Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers and technicians with replacement parts when deemed necessary. In doing so, RTS is acting in Client's best interest to resolve the issue as quickly as possible.

**Every Effort:** Client's end users will make every effort to resolve problems with the RTS Support Team via remote access, telephone, or email, prior to RTS dispatching on-site support.

**Administrative Access:** It is preferable and in the case of ITCare<sup>SM</sup>, mandatory that RTS maintain and control administrative access to Client's network and be responsible for providing all other third parties with needed or requested access.

**Notification of Changes to Hardware and Software:** To ensure compatibility, proper budgetary planning, and ease of support, Client will allow RTS, at a minimum, prior notification of all technology related purchases that can affect performance of Client's network or availability of support.

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

**PURCHASE ORDER NO. B23022**

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

**DATE: 07/01/17**

ACCOUNT: 5090.06

CLASS: 125

ACCOUNT: VARIOUS

CLASS: VARIOUS

SHIP & INVOICE TO:

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

TO: RTS IT INC  
5000 WINDPLAY DRIVE SUITE 1  
EL DORADO HILLS, CA 95762

Contact: Tony Snider

Vendor Phone No: (530) 676-2020

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 15		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		INFORMATION TECHNOLOGY SUPPORT AND MONTHLY BACK-UP SERVICE FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18  PER SCOPE OF WORK ON EXHIBIT "A"		NOT TO EXCEED: \$60,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$60,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$60,000.00

**PLEASE NOTE CONDITIONS ON REVERSE SIDE**

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



AGENDA ITEM 1 F  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Julie Petersen, Fiscal Administration Manager

**SUBJECT:** Resolution No. 17-19 to establish fuel as exempt from competitive bidding and approve Blanket Purchase Orders for said fuel, for Fiscal Year 2017/18

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

1. Adopt Resolution No. 17-19 Identifying Fuel as Exempt from Competitive Bidding and Authorize the Executive Director to Procure Fuel from Outside Vendors.
2. Approve Blanket Purchase Order No. B23008 issued to Dawson Oil Company in the amount of \$572,000 and Blanket Purchase Order No. B23013 issued to Hunt & Sons, Inc. in the amount of \$90,000 for Fiscal Year 2017/18.

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) purchasing procedures allow an exemption to competitive bidding per the following approved El Dorado Transit Purchasing Procedures:

**“3.12.132 Exemptions from competitive bidding.**

- A. Notwithstanding the provision of Section 3.12.130 herein, competitive bidding need not be required when the Purchasing Agent determines: 1) competitive bidding would not be in the public interest because of emergency, or: 2) the unique nature of the property or service required precludes competitive bidding, or: 3) competitive bidding would produce no economic benefit to the agency.
- B. The exemption provided by subsection (A) herein shall apply only to the purchase of such items listed below or that have been identified by resolution of the El Dorado Transit Board of Directors.”

**DISCUSSION**

El Dorado Transit operates a fleet of sixty-one (61) vehicles and purchases green low sulfur diesel and unleaded gasoline from two (2) commercial cardlock fuel vendors.

The El Dorado Transit fleet currently consumes approximately 6,780 gallons of unleaded gasoline and 11,205 gallons of green low sulfur diesel per month. Transit Drivers and maintenance personnel fuel vehicles during the hours of 5:00 AM and 7:30 PM Monday through Friday and 8:00 AM and 5:00 PM each weekend. Additional fueling is necessary during special shuttle services such as the Fair Shuttle

All vendors provide a pricing structure to El Dorado Transit for a set amount above their cost. This is typical of commercial/retail fuel vendors. Daily prices are based on the market but do not allow the vendors to provide a set price as if they were delivering to an El Dorado Transit fuel tank on a specific day. El Dorado Transit buys fuel daily and this daily price fluctuation does not conform to the approved El Dorado Transit Purchasing Procedures therefore; the El Dorado Transit board has allowed an exemption from competitive bidding on fuel since 2000.

Due to the unique nature of retail fuel delivery it is recommended that fuel procurement be identified as exempt from competitive bidding. Card lock retail fuel delivery does not lend itself well to competitive bidding because the pricing fluctuates daily according to market rates.

El Dorado Transit Purchasing Procedures and the Joint Exercise of Powers Agreement establishing El Dorado Transit require Board approval for Purchase Orders over \$25,000 and Purchase Requisitions over \$5,000.

The Executive Director certifies that these purchases are included within the preliminary approved operating budget for Fiscal Year (FY) 2017/18.

### **FISCAL IMPACT**

Purchase Order amounts are within budget line item amounts as presented on the Preliminary Operating Budget FY 2017/18 adopted on March 2, 2017.

No budget adjustments to this line item have been made in the Final Operating Budget for FY 2017/18 as presented in this agenda packet.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 17-19**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY  
TRANSIT AUTHORITY IDENTIFYING FUEL AS EXEMPT FROM COMPETITIVE  
BIDDING AND AUTHORIZE THE EXECUTIVE DIRECTOR TO PROCURE FUEL

**WHEREAS**, El Dorado County Transit Authority (El Dorado Transit) purchases ultra-low sulfur diesel and unleaded gasoline for fleet vehicles; and

**WHEREAS**, El Dorado Transit currently purchases fuel from two (2) commercial cardlock vendors; and

**WHEREAS**, the El Dorado Transit purchase of all fuel from one vendor is not practical due to the proximity of fuel facility and the availability of differing types of fuel; and

**WHEREAS**, cardlock type retail fuel vendor pricing fluctuate daily which does not lend itself to the El Dorado Transit purchasing procedures; and

**WHEREAS**, El Dorado Transit has received structured price quotes from all vendors; and

**WHEREAS**, Purchasing Procedures Section 3.12.132 Exemptions from competitive bidding allow for exemption from competitive bidding by resolution when the unique nature of the property does not lend itself to bidding; and

**NOW THEREFORE, BE IT RESOLVED**; that:

1. The purchase of fuel is considered unique in nature due to the fluctuation in price and is hereby declared exempt from competitive bidding.
2. The Executive Director is authorized to purchase fuel from outside vendors.

**PASSED AND ADOPTED**, this 4th day of May 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Patty Borelli, Chairperson

ATTEST:

---

Megan Wilcher, Secretary to the Board

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

**PURCHASE ORDER NO. B23008**

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

**DATE: 07/01/17**

ACCOUNT: 5040.01

CLASS: 110

ACCOUNT: 5040.80

CLASS: 100

ACCOUNT: VARIOUS

CLASS: VARIOUS

SHIP & INVOICE TO:

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

TO: DAWSON OIL COMPANY  
PO BOX 360  
ROCKLIN, CA 95677

Contact: Brian

Vendor Phone No: (530) 642-2681

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 10th OF THE MONTH		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		FUEL PURCHASES AND DIESEL EXHAUST FLUID AND ADDITIVES FOR TRANSIT FLEET VEHICLES FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$572,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$572,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$572,000.00

**PLEASE NOTE CONDITIONS ON REVERSE SIDE**

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

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

**PURCHASE ORDER NO. B23013**

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

**DATE: 07/01/17**

ACCOUNT: 5040.01 CLASS: 110

ACCOUNT: 5040.80 CLASS: 100

ACCOUNT: VARIOUS CLASS: VARIOUS

SHIP & INVOICE TO:

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

TO: HUNT & SONS INC

P.O. BOX 277670

SACRAMENTO, CA 95827-7670

Contact:

Vendor Phone No: (530) 642-2681

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 10		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		FUEL PURCHASES AND BULK OIL AND ADDITIVES FOR TRANSIT FLEET VEHICLES FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$90,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$90,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$90,000.00

**PLEASE NOTE CONDITIONS ON REVERSE SIDE**

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

AGENDA ITEM 1 G  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Transfer funding between Capital Improvement Projects #17-01 and #17-04

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

**Adopt Revised Capital Improvement Project #17-04 Cameron Park Drive Bus Stop Improvements and Project #17-01 Bus Parking Lot Improvements to transfer State Transit Assistance (STA) funding between the projects**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) Board approved two (2) Capital Improvement Projects budgets (#17-01 and #17-04) on June 2, 2016. The initial project budgets were developed based on estimates.

On April 10, 2017 El Dorado Transit accepted bids on the two (2) projects that require a transfer of revenue to appropriately fund both projects. The Board of Directors will consider contract award for these projects on May 4, 2017 in separate agenda items. Project #17-01 Bus Parking Lot Improvements requires additional funding prior to contract award.

**DISCUSSION**

El Dorado Transit staff is recommending adoption of revised Capital Improvement Project budgets for #17-04 Cameron Park Drive Bus Stop Improvements and #17-01 Bus Parking Lot Improvements.

This action will transfer \$75,000 from #17-04 to #17-01. If the revised budgets are adopted, the Board of Directors may consider Contract Award for both projects in separate agenda items on May 4, 2017.

### **FISCAL IMPACT**

Revised CIP budgets for #17-01 and #17-04 are included for review and consideration. The net change to the overall approved Fiscal Year 2016/17 Capital Budgets is zero.

The action, if approved transfers \$75,000 from CIP #17-04 and increases CIP #17-01 by \$75,000.

## **Bus Parking Lot Improvements**

Project No. 17-01

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

The current lighting is non-efficient incandescent and there are two (2) light poles located centrally in the parking area which have been struck by vehicles several times while maneuvering through the lot. The pavement condition is degraded significantly and the lot is currently at capacity. The current design of the mechanical entry gate is antiquated requiring above average maintenance.

This project will include the removal of the interior light poles, removing and replacing light fixtures with LED heads, installation of surveillance cameras, removing and replacing of concrete curbs, excavation to expand minivan and staff car parking, parking bumper installation, striping and removal and replacement of the entry gate.

### *COST SUMMARY (ESTIMATE)*

	<u>Adopted Budget</u>	<u>Proposed Budget</u>
Bus Parking Lot Improvements	\$120,360	<b>\$188,542</b>
10% Contingency	<u>\$ 12,036</u>	<u><b>\$ 18,854</b></u>
<i>Total Project Estimate</i>	<u>\$132,396</u>	<u><b>\$207,396</b></u>

### *FUNDING SOURCES*

California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF) (Proposition 1B) (California) FY 13/14	\$124,854	<b>\$124,854</b>
State Transit Assistance (STA)	<u>\$ 7,542</u>	<u><b>\$ 82,542</b></u>
<i>Total Revenue</i>	<u>\$132,396</u>	<u><b>\$207,396</b></u>



## **Cameron Park Drive Bus Stop Improvements**

Project No. 17-04

The El Dorado County Transit Authority (El Dorado Transit) uses a designated bus stop located on the southwest corner of the intersection of Cameron Park Drive and Green Valley Road. This bus stop consists of an asphalt pullout and a stand-alone concrete pad with shelter.

This project will include the replacement of the asphalt pullout with concrete, increasing the size of the concrete pad for the shelter, adding sidewalk and curbing to meet Americans with Disabilities (ADA) minimum standards, lighting and security cameras.

### *COST SUMMARY (ESTIMATE)*

Cameron Park Bus Stop Improvements	<u>\$300,000</u>	<u><b>\$223,000</b></u>
<i>Total Project Estimate</i>	<u>\$300,000</u>	<u><b>\$223,000</b></u>

### *FUNDING SOURCES*

California Transit Security Grant Program –  
California Transit Assistance Funds  
(CTSGP-CTAF FY 14/15)

Development Fees	<u>\$124,854</u>	<u><b>\$124,854</b></u>
State Transit Assistance (STA)	<u>\$ 50,000</u>	<u><b>\$ 50,000</b></u>
	<u><del>\$123,146</del></u>	<u><del>\$ 48,146</del></u>
<i>Total Revenue</i>	<u><del>\$300,000</del></u>	<u><del>\$223,000</del></u>

AGENDA ITEM 1 H  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Award Construction Contract for Capital Improvement Plan (CIP)  
#17-01 Bus Parking Lot Improvements to Joe Vicini, Inc.

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

- 1. Award Construction Contract for Capital Improvement Project 17-01 Bus Parking Lot Improvements to the lowest responsive, responsible bidder, consistent with the bid documents and basis of award and waive all bid irregularities or informalities in the bid pursuant to Section 3.1.01, Award of Contract, in the Contract Documents.**
- 2. Authorize Executive Director to execute the Construction Contract and related documents including change order authority, necessary to complete the Capital Improvement Project #17-01 provided that the contract costs do not exceed the approved Capital Improvement Plan Project Budget.**

**BACKGROUND**

6/2/16 Board approved Capital Improvement Plan Project #17-01

3/3/17 Publication of Notice to Bidders (3/3, 3/6 & 3/8/17)

4/10/17 Bid Opening

5/4/17 May 4, 2017 Board agenda includes Consent Calendar Item #1G to consider revising the budget for project #17-01. The revision will increase #17-01 budget by \$75,000 and is required prior to Contract Award.

## **DISCUSSION**

The El Dorado County Transit Authority (El Dorado Transit) approved Capital Improvement Project #17-01 for removal and replacement of specified areas of AC paving, milling of existing AC paving and a complete AC overlay; expansion of the existing parking lot; removal of two (2) existing light poles and modification of all remaining light poles.

The following table shows the four (4) base bids from qualified bidders publically opened at 2:00 PM on April 10, 2017.

<b>BIDDER</b>	<b>BASE BID</b>
Hodgson General Engineering Contractors Inc.	\$255,042.00
Joe Vicini, Inc.	\$170,943.00
Morgan Creek Construction	\$229,667.00
Sierra Asphalt, Inc.	\$222,520.50

Staff recommends award of the attached Construction Contract to Joe Vicini, Inc. as the lowest responsible bidder.

## **Authorizations**

The requested action will allow the Executive Director to execute the Construction Contract documents, approve contract change orders; scope revisions; use of funding assigned to the project within approved budgets; permits, etc. This does not increase the current approved purchasing authority afforded the Executive Director. This would authorize the Executive Director to approve change orders not exceeding ten-percent (10%) of the contract price.

## **FISCAL IMPACT**

Fiscal Year 2016/17 Capital Budget                      Approved 6/2/16                      Proposed 5/4/17

### **Funding:**

California Transit Security Grant Program-		
California Transit Assistance Funds		
(CTSGP-CTAF FY 13/14)	\$124,854	\$124,854
State Transit Assistance (STA)	\$ 7,542	\$ 82,542
TOTAL	\$132,396	\$207,396

## **CONTRACT AGREEMENT**

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_ 2017, in the County of El Dorado, State of California, is made by and between the El Dorado County Transit Authority ("EDCTA" or "Owner"), and Joe Vicini, Inc., ("CONTRACTOR").

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

2. The Work: Contractor shall perform everything required to be performed within the time set forth in Paragraph 5 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: BUS PARKING LOT IMPROVEMENTS PROJECT #17-01, ("PROJECT" or "WORK"), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

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

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

3. Contract Amount: EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **\$170,943 (One-hundred seventy-thousand nine-hundred forty-three dollars)**.

4. Payments: The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit "A." Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress

payments by EDCTA shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

5. Time for Completion: The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to Proceed and shall be completed within **Sixty (60) working days** from the date of the Notice to Proceed.

6. Liquidated Damages: If the Work is not completed in accordance with Paragraph 5 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of **\$1,000.00** for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

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

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

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

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

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

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

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

A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;

B. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

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

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

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

12. Insurance: Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by Section 1.52 of the General Conditions.

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

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

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

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

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

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

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

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

19. Prevailing Wage Rates: Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the Site. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

20. Forfeiture and Payments for Breach of Prevailing Wage Rates: Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record

of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor's willful failure to pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

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

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

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

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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



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

**EL DORADO COUNTY  
TRANSIT AUTHORITY**

**CONTRACTOR  
Joe Vicini, Inc.**

By: Mindy Jackson, Executive Director

By: Gordon Vicini, President

---

---

CONTRACTOR's License No. 213766

(CORPORATE SEAL of CONTRACTOR)

## **CONTRACT AGREEMENT**

### **EXHIBIT "A"**

#### **SCHEDULE OF PAYMENTS**

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

30%	due	June 15, 2017
30%	due	July 15, 2017
35%	due	August 15, 2017
5 %	due	60 days after EDCTA's acceptance and approval of final Project.

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

AGENDA ITEM 1 I  
Consent Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Mindy Jackson, Executive Director

**SUBJECT:** Award Construction Contract for Capital Improvement Plan (CIP) #17-04 Cameron Park Drive Bus Stop Improvements to Joe Vicini, Inc.

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

1. Award Construction Contract for Capital Improvement Project 17-04 Cameron Park Drive Bus Stop to the lowest responsive, responsible bidder, consistent with the bid documents and basis of award and waive all bid irregularities or informalities in the bid pursuant to Section 3.1.01, Award of Contract, in the Contract Documents.
2. Authorize Executive Director to execute the Construction Contract and related documents including change order authority, necessary to complete the Capital Improvement Project #17-04 provided that the contract costs do not exceed the approved Capital Improvement Plan Project Budget.

**BACKGROUND**

6/2/16	Board approved Capital Improvement Plan Project #17-04
3/3/17	Publication of Notice to Bidders (3/3, 3/6 & 3/8/17)
4/10/17	Bid Opening
5/4/17	May 4, 2017 Board agenda includes Consent Calendar Item #1 G to consider revising the budget for CIP Project #17-04. The proposed revision reduces the budget by \$75,000.

## **DISCUSSION**

The El Dorado County Transit Authority (El Dorado Transit) approved Capital Improvement Project #17-04 for, in general, removal of the existing bus stop improvements, construction of new improvements including curb ramp, sidewalk, curb & gutter, bus shelter pad, bus stop pad, match existing AC paving from the street to new improvements and re-install the existing bus shelter. Project location is the southwest corner of Cameron Park Drive and Green Valley Road, Cameron Park, California.

The following table shows the two (2) base bids from qualified bidders publically opened at 10:00 AM on April 10, 2017.

<b>BIDDER</b>	<b>BASE BID</b>
Joe Vicini, Inc.	\$134,690.00
Morgan Creek Construction	\$160,500.00

Staff recommends award of the attached Construction Contract to Joe Vicini, Inc. as the lowest responsible bidder.

## **Authorizations**

The requested action will allow the Executive Director to execute the Construction Contract, and approve contract change orders; scope revisions; use of funding assigned to the project within approved budgets; permits, etc. This does not increase the current approved purchasing authority afforded the Executive Director. This would authorize the Executive Director to approve change orders not exceeding ten-percent (10%) of the contract price.

## **FISCAL IMPACT**

Fiscal Year 2016/17 Capital Budget                      Approved 6/2/16                      Proposed 5/4/17

### **Funding:**

California Transit Security Grant Program-		
California Transit Assistance Funds		
(CTSGP-CTAF FY 14/15)	\$124,854	\$124,854
Development Fees	\$ 50,000	\$ 50,000
State Transit Assistance (STA)	<u>\$123,146</u>	<u>\$ 48,146</u>
<b>TOTAL</b>	<b>\$300,000</b>	<b>\$223,000</b>

## **CONTRACT AGREEMENT**

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_ 2017, in the County of El Dorado, State of California, is made by and between the El Dorado County Transit Authority ("EDCTA" or "Owner"), and Joe Vicini, Inc., ("CONTRACTOR").

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

2. **The Work:** Contractor shall perform everything required to be performed within the time set forth in Paragraph 5 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: CAMERON PARK DRIVE BUS STOP PROJECT #17-04, ("PROJECT" or "WORK"), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

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

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

3. **Contract Amount:** EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **\$134,690 (One-hundred thirty-four thousand six-hundred ninety dollars).**

4. **Payments:** The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit "A." Payments shall be

made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by EDCTA shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

5. Time for Completion: The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to Proceed and shall be completed within **Forty (40) working days** from the date of the Notice to Proceed.

6. Liquidated Damages: If the Work is not completed in accordance with Paragraph 5 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of **\$1,000.00** for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

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

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

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

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

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

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

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

A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;

B. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

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

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

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

12. Insurance: Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by Section 1.52 of the General Conditions.

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

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

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

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

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

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

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

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

19. Prevailing Wage Rates: Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the Site. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

20. Forfeiture and Payments for Breach of Prevailing Wage Rates: Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion



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

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

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

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

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

**EL DORADO COUNTY  
TRANSIT AUTHORITY**

**CONTRACTOR  
Joe Vicini, Inc.**

By: Mindy Jackson, Executive Director

By: Gordon Vicini, President

---

---

CONTRACTOR's License No. 213766

(CORPORATE SEAL of CONTRACTOR)

## **CONTRACT AGREEMENT**

### **EXHIBIT "A"**

#### **SCHEDULE OF PAYMENTS**

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

30%	due	June 15, 2017
30%	due	July 15, 2017
35%	due	August 15, 2017
5 %	due	60 days after EDCTA's acceptance and approval of final Project.

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

AGENDA ITEM 2 A  
Action Item

**MEMORANDUM**

**DATE:** May 4, 2017  
**TO:** El Dorado County Transit Authority  
**FROM:** Scott A. Ousley, Operations Manager  
**SUBJECT:** Grizzly Flat Flex Route

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

**Approve the Discontinuance of the Grizzly Flat Flex Route**

**BACKGROUND**

The Grizzly Flat Route began service in 1998 providing fixed route service twice a week on Tuesdays and Thursdays. Due to low demand, the service was reduced to a once a week on Thursdays.

Based on low ridership and increasing costs to operate the service, in February 2010, the El Dorado County Transit Authority (El Dorado Transit) recommended the elimination of the Grizzly Flat fixed route however; the Board directed staff to re-evaluate the service and provide alternative options. On June 3, 2010 staff presented the following options for this service:

- Option 1 - Status quo
- Option 2 - Discontinue the service
- Option 3 - Increase the one-way fare to \$5.00 for general passengers and \$2.50 for senior and disabled passengers
- Option 4 - Reduce the service to twice a month and increase the fare to \$5.00 and \$2.50

The board directed staff to continue the Grizzly Flat service once a week and set the fare at \$10.00 for general passengers and \$5.00 for senior and disabled passengers per one-way trip.

Effective July 1, 2010, the Grizzly Flat flex route began service. The route operates once a week (Thursday) in an area of the community where demand has been traditionally low. Passengers can call up to fourteen (14) days in advance and request the bus at set locations along the former fixed route. If a minimum of five (5) requests are not received by the proceeding Tuesday, the route is cancelled and the requesting parties are notified.

Since the changes requiring a minimum of five (5) reservations a trend of cancellations and/or no shows have been occurring frequently with little advanced notice. For example, the route will be scheduled but on the day the route is to run, a same day cancellation will be made or, when the bus arrives at the Grizzly Flat community there will be one or more no shows. Here is a table showing the total number of cancellations and no shows per fiscal year (FY):

	<b>Number of Runs</b>	<b>Cancellations</b>	<b>No Shows</b>
<b>FY 2013/14</b>	14	8	9
<b>FY 2014/15</b>	10	5	15
<b>FY 2015/16</b>	6	0	8

## **DISCUSSION**

The following is a statistical data comparison of fiscal years (FY) 2013/14 through 2015/16:

	<b>FY 2013/14</b>	<b>FY 2014/15</b>	<b>FY 2015/16</b>
<b>Trips</b>	120	83	48
<b>Farebox Recovery (FBR)</b>	13.12%	10.30%	8.65%
<b>Operating Cost Per/PSGR</b>	\$45.78	\$55.57	\$57.83
<b>Operating Cost Per/HR</b>	\$133.67	\$139.88	\$131.37
<b>Operating Cost Per/Mile</b>	\$ 4.68	\$4.92	\$5.42
<b>Passenger Trip Per/Revenue Hour</b>	2.9	2.5	2.3
<b>Average Fare Per/Mile</b>	\$6.01	\$5.72	\$5.00

In FY 2015/16, forty-eight (48) total one-way trips were provided on the Grizzly Flat flex route. To date, no trips have been provided in FY 2016/17 due to the lack of demand.

Decreases in the FBR, passenger trips per revenue hour and average fare collected per mile were realized over the three (3) year period however, increases were also realized in the operating cost per passenger and operating cost per mile. The total expenditures were \$2,775.95 for FY 2015/16.

Due to decreasing demand for the service and the challenges of developing driver schedules two (2) weeks in advance staff recommends discontinuing the Grizzly Flat flex route effective July 1, 2017.

### **FISCAL IMPACT**

A reduction in operating costs.

AGENDA ITEM 2 B  
Action Item

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Brian James, Planning and Marketing Manager

**SUBJECT:** Cameron Park Route Expansion with Service to El Dorado Hills

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

- 1. Approve the Cameron Park Route Expansion with Service to El Dorado Hills**
- 2. Approve Proposed Revised Allocation Table for Fiscal Year 2017/18**
- 3. Approve Organizational Chart for Fiscal Year 2017/18**

**BACKGROUND**

The 2014 Short- and Long Range Transit Plan states:

*“The low proportion of demand met in the urban area of El Dorado County (10 percent) reflects the lack of transit service in El Dorado Hills (beyond Dial-A-Ride and commuter service) and the limited service currently provided in Cameron Park/Shingle Springs. This also impacts the low proportion of social service program trips that are served.”*

*“The current El Dorado Transit route services...have very limited opportunities to travel between El Dorado Hills and points to the east and no effective service between El Dorado Hills and the portions of Cameron Park not immediately along US 50.”*

Using one (1) bus covering a large geographical area, the current Cameron Park route serves portions of Shingle Springs and Cameron Park. Some key locations are either not served or underserved due to time constraints and adding new stops to the existing schedule is not feasible. In order to add stops, existing stops would have to be removed. The Cameron Park route does not serve the Cameron Park branch of the El Dorado County Library or the Cameron Park Community Services District facility (CPCSD).

Currently, there are no fixed route services in El Dorado Hills. In order for passengers to get to El Dorado Hills, they must transfer to the 50 Express which only offers service to the El Dorado Hills Park and Ride.

## **DISCUSSION**

As stated previously, adding stops to the existing route schedule is not feasible. Therefore, staff is proposing splitting the Cameron Park route into two (2) buses; Route 40 Cameron Park and Route 70 El Dorado Hills.

Route 40 (Cameron Park route) will provide service along the Cameron Park Drive corridor with connections to the 50 Express at the Ponderosa Park and Ride. This route is generally the same as the current Cameron Park route.

Route 70 (El Dorado Hills route) will provide service to portions of Cameron Park and El Dorado Hills. This route will add service to the Cameron Park and El Dorado Hills library branches, CPCSD, La Borgata Shopping Center (El Dorado Hills Raley's Supermarket) and the El Dorado Hills Town Center. Route 70 will also provide bus service to additional low income housing complexes in Cameron Park and El Dorado Hills. Connections to the 50 Express will be accommodated at the El Dorado Hills Park and Ride and the Cambridge Park and Ride.

These route changes will give more residents of Cameron Park and El Dorado Hills access to programs such as the new First 5 El Dorado Hubs program that offers activities and classes for families, the 50+ room for seniors at the CPCSD, Cameron Park Lake, youth activities, adult classes, and park facilities. In addition, residents will have better access to shopping, restaurants and the movie theater.

Staff recommends approval of expanding the Cameron Park route into two (2) routes to increase transit access in the Cameron Park and El Dorado Hills communities. In order to do so, staff will be required to add one (1) full-time equivalent (FTE) driver. Therefore, staff recommends approval of the proposed revised allocation table for Fiscal Year (FY) 2017/18 and the organizational chart for FY 2017/18 adding one (1) FTE employee.

## **FISCAL IMPACT**

If the staff recommendation to expand this service is approved, funding is identified in the line item budget adjustments presented in the final operating budget for Fiscal Year 2017/18 in a separate staff report in this agenda packet.

		<u>Adopted</u>	<u>Proposed</u>
6210.01	Cameron Park/El Dorado Hills Expansion	\$0	\$389,000
6270.00	Contingency	\$770,812	\$381,812



## Cameron Park Route

Ponderosa Rd Park and Ride	0:20
Palmer Dr West	0:24
Palmer Dr and Kevin St	0:25
Ponte Morino Dr	0:26
Cameron Park Dr and Palmer Dr	0:28
Cameron Park Dr and Point Loma	0:31
Camerado Dr and Virada Rd	0:33
Cimmarron Rd and Cambridge	0:37
LA Crescenta Dr and Green Valley Rd	0:41
Cameron Park Dr and Green Valley Rd	0:45
Alhambra Dr and Cameron Park Dr	0:48
Cameron Park Dr and Meder Rd	0:50
Coach Ln and Rodeo Rd	0:55
Market Court	0:00
Durock Rd and Presley Ln	0:02
4050 Sunset Ln	0:05
Mother Lode Dr and South Shingle Rd	0:06
Ponderosa Rd Park and Ride	0:09

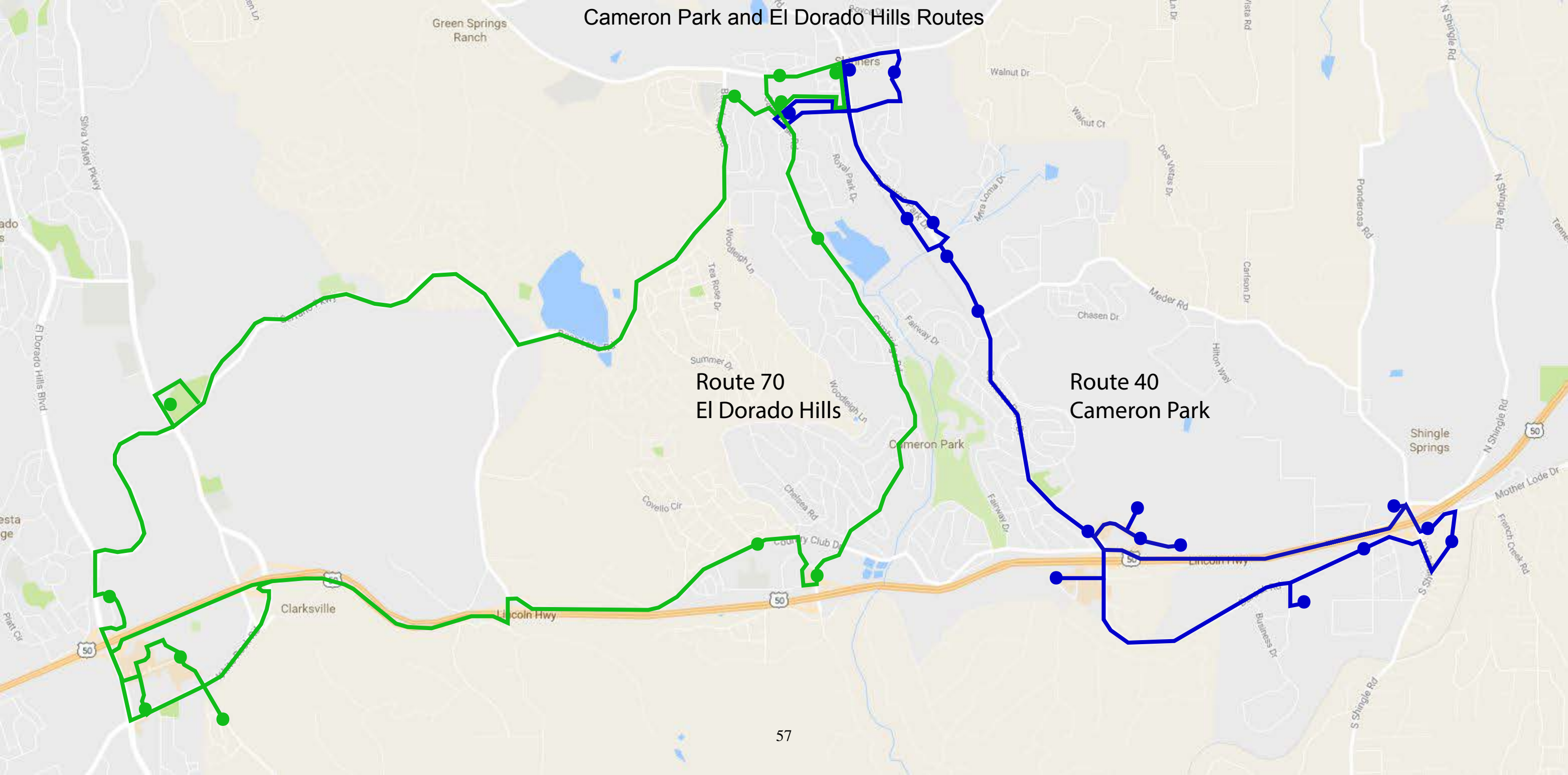
## El Dorado Hills Route

El Dorado Hills Park and Ride	0:20
Cameron Park CSD/Library	0:31
Cambridge Rd Park and Ride	0:34
Cameron Park Lake	0:40
Cambridge Rd and Green Valley Rd	0:43
Cameron Park Dr and Green Valley Rd	0:45
Cimmarron Rd and Cambridge	0:48
Parkdale Ln and Bass Lake Rd	0:50
El Dorado Hills Library	***
Raley's (El Dorado Hills)	0:06
White Rock Rd and Keagles Ln	***
Vinyards at Valley View Apartments	***
Vine St and Town Center Blvd	0:11
El Dorado Hills Park and Ride	0:14

**Transfer Point Between Cameron Park and El Dorado Hills Routes**

**Transfer Point Between Cameron Park/El Dorado Hills Routes and the 50 Express**

# Cameron Park and El Dorado Hills Routes

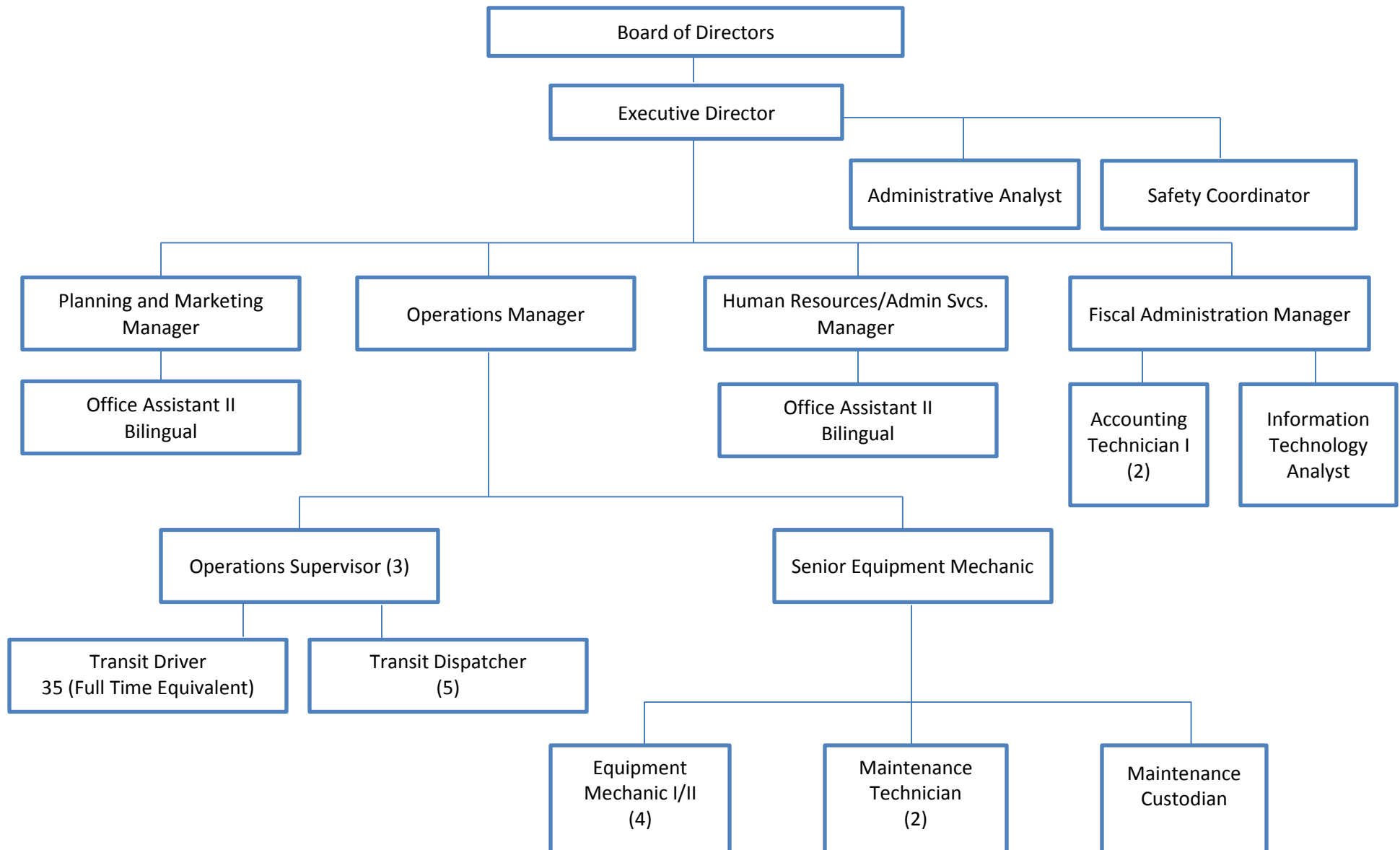


EL DORADO COUNTY TRANSIT AUTHORITY  
 PROPOSED REVISED  
 PERSONNEL ALLOCATION TABLE  
 Fiscal Year (FY) 2017/18

Classification	Approved FY 2017/18 (fte*)	Proposed FY 2017/18 (fte*)
Accounting Technician I	2	2
Administrative Analyst	1	1
Maintenance Custodian	1	1
Equipment Mechanic I/II	4	4
Fiscal Administration Manager	1	1
Information Technology Analyst	1	1
Maintenance Technician	2	2
Office Assistant II	2	2
Human Resources/Admin Services Manager	1	1
Operations Manager	1	1
Operations Supervisor	3	3
Planning and Marketing Manager	1	1
Safety Coordinator	1	1
Senior Equipment Mechanic	1	1
Executive Director	1	1
Transit Dispatcher	5	5
<b>Transit Driver</b>	<b><u>34</u></b>	<b><u>35</u></b>
<b><i>TOTAL ALLOCATED POSITIONS</i></b>	<b><i>62</i></b>	<b><i>63</i></b>

\* fte = Full Time Equivalent

**EL DORADO COUNTY TRANSIT AUTHORITY  
PROPOSED DRAFT ORGANIZATIONAL CHART  
FISCAL YEAR 2017/2018**



AGENDA ITEM 2 C  
Action Item

**TIMED ITEM**

**1:00 PM**

**PUBLIC HEARING**

**MEMORANDUM**

**DATE:** May 4, 2017

**TO:** El Dorado County Transit Authority

**FROM:** Julie Petersen, Fiscal Administration Manager

**SUBJECT:** Fiscal Year 2017/18 Final Operating Budget

**REQUESTED ACTION:**

**BY MOTION,**

- 1. Open Public Hearing**
- 2. Accept Public Comment**
- 3. Close Public Comment**
- 4. Adopt Resolution No. 17-17 for the Final Operating Budget for Fiscal Year 2017/18**

**BACKGROUND**

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) state;

*“The Executive Director shall propose a preliminary operating budget...to the Board on or before the March meeting of each year. After considering the proposals from the Executive Director, the Board shall adopt a preliminary operating budget by April 15 of each year.*

*“The Executive Director shall propose a final operating budget...to the Board on or before June 15 of each year. Final operating...budget shall be adopted by the Board on or before July 15 of each year.”*

Board Action related to fiscal year (FY) 2017/18 Budget:

March 2, 2017	Adoption of Resolution No. 17-11 preliminary operating budget for FY 2017/18
March 2, 2017	Adoption of Resolution No. 17-14 authorizing the Executive Director to claim Transportation Development Act (TDA) funds for FY 2017/18 Operating Budget

## **DISCUSSION**

The proposed final operating budget for FY 2017/18 presented for consideration is a balanced budget based on the current service level including the demonstration taxi service in the El Dorado Hills area, the elimination of the Grizzly Flat flex route and modification and expansion to the Cameron Park route. Revenue projections identified are designated for transit operations.

Detailed information regarding the proposed elimination of the Grizzly Flat flex route and the modification and expansion of the Cameron Park route are included in separate staff reports included in this agenda packet.

As noted in the attached budget report there is two (2) changes, highlighted in bold, between the preliminary operating budget adopted on March 2, 2017 and the final proposed budget for FY 2017/18. These changes include;

- Allocation of \$389,000 into the Cameron Park Expansion project.
- Reduction of the Contingency line item by \$389,000 for the funding of the Cameron Park Expansion project.

Any additional adjustments will be brought before the Board as an agenda item of through the Mid-Year Budget adjustment process.

The Executive Director and Fiscal Administration Manager will closely monitor all budgetary matters and submit timely reports to the Board on significant changes to revenues or expenses.

The recommendation is to adopt Resolution No. 17-17 adopting the proposed final operating budget for FY 2017/18.

## **FISCAL IMPACT**

Final balanced operating budget for fiscal year 2017/18 - \$8,523,498.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 17-17**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY  
TRANSIT AUTHORITY ADOPTING THE FINAL OPERATING  
BUDGET FOR FISCAL YEAR 2017/18**

**WHEREAS**, Section 7.2 of the Bylaws of the El Dorado County Transit Authority require the submission of a final operating budget on or before June 15<sup>th</sup> of each year; and

**WHEREAS**, Section 7.2 further requires the adoption of a final operating budget on or before July 15 of each year; and

**WHEREAS**, the preliminary Fiscal Year 2017/18 operating budget was presented at public meeting on March 2, 2017; and

**WHEREAS**, the El Dorado County Transit Authority Board of Directors heard comments received from the public; and

**WHEREAS**, the El Dorado County Transit Authority adopted the preliminary operating budget for Fiscal Year 2017/18 on March 2, 2017; and

**WHEREAS**, the proposed operating budget for Fiscal Year 2017/18 ending June 30, 2018 is based upon the current level of service and planned service improvements; and

**WHEREAS**, the proposed FY 2017/18 operating budget projected revenue is based on known levels of anticipated funding;

**NOW THEREFORE, BE IT RESOLVED**, the El Dorado County Transit Authority hereby adopts the proposed final operating budget for Fiscal Year 2017/18 ending June 30, 2018 considered at the May 2, 2017 Board meeting.

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 4th day of May 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Patty Borelli, Chairperson

ATTEST:

---

Megan Wilcher, Secretary to the Board

EL DORADO COUNTY TRANSIT AUTHORITY  
PROPOSED FINAL OPERATING BUDGET 2017/2018

OPERATING BUDGET		FY 2017/2018 Preliminary Adopted 03/02/2017	FY 2017/2018 Final Proposed 05/04/2017	Difference
REVENUE ACCOUNTS				
4000.00	Transportation Development Act (TDA/LTF)	\$4,159,003	\$4,159,003	\$0
4000.00	Transportation Development Act (TDA/LTF) Deferred 15/16	\$0	\$0	\$0
4270.00	State Transit Assistance (STA)	\$669,697	\$669,697	\$0
4270.00	State Transit Assistance (STA) Deferred	\$1,452,989	\$1,452,989	\$0
4970.00	Interest Income	\$24,000	\$24,000	\$0
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$474,917	\$474,917	\$0
4300.00	Farebox	\$190,000	\$190,000	\$0
4310.00	Contract Services	\$485,000	\$485,000	\$0
4320.00	Farebox - Charter	\$5,000	\$5,000	\$0
4330.00	Sac Commute Route Passes	\$740,000	\$740,000	\$0
4350.00	Bus Passes	\$94,000	\$94,000	\$0
4360.00	Scrip	\$87,000	\$87,000	\$0
4400.00	Advertising Revenue	\$19,000	\$19,000	\$0
4990.00	Misc. Revenue	\$400	\$400	\$0
4107.03	Fair Shuttle AB2766 Grant	\$35,265	\$35,265	\$0
4112.00	FTA Section 5307 Grant Income - Preventative Maintenance (PM)	\$0	\$0	\$0
4109.04	Low Carbon Transit Operations Program (LCTOP) Grant CP	\$78,928	\$78,928	\$0
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$8,299	\$8,299	\$0
TOTAL REVENUES		\$8,523,498	\$8,523,498	\$0
SALARY & BENEFIT ACCOUNTS				
5010.00	Regular Employees	\$3,109,237	\$3,109,237	\$0
5010.02	Temporary Employees	\$225,000	\$225,000	\$0
5010.07	Overtime	\$80,000	\$80,000	\$0
5010.08	On Call Pay	\$13,000	\$13,000	\$0
5010.09	Skill and Shift Pay	\$35,000	\$35,000	\$0
5020.01	Employee Retirement	\$470,000	\$470,000	\$0
5070.01	(OASDI - Payroll Tax) FICA	\$14,000	\$14,000	\$0
5070.02	MEDICARE - Payroll Tax	\$50,000	\$50,000	\$0
5020.02	Health Insurance	\$1,331,000	\$1,331,000	\$0
5020.03	Unemployment Insurance	\$20,000	\$20,000	\$0
5020.04	LT Disability/Life Ins	\$33,000	\$33,000	\$0
5020.05	Worker's Comp	\$313,000	\$313,000	\$0
TOTAL SALARY & BENEFITS		\$5,693,237	\$5,693,237	\$0
SERVICE & SUPPLY ACCOUNTS				
5090.02	Clothing & Supplies	\$3,000	\$3,000	\$0
5090.05	Uniforms - Other	\$14,000	\$14,000	\$0
5050.01	Communications - Phone	\$48,000	\$48,000	\$0
5090.20	Communications - Radio	\$1,000	\$1,000	\$0
5090.01	Household Expenses	\$13,750	\$13,750	\$0
5060.01	Insurance Premiums/Public Liability	\$372,561	\$372,561	\$0
5060.02	Insurance Premiums/Physical Damage	\$18,338	\$18,338	\$0
5060.03	Insurance Premiums/Commercial & EPL Packages	\$33,000	\$33,000	\$0
5090.06	Service Contracts/Equipment	\$115,000	\$115,000	\$0
5160.07	Park and Ride Maintenance	\$9,000	\$9,000	\$0
5160.01	Maintenance/Buildings	\$2,500	\$2,500	\$0
5160.05	Maintenance/Grounds	\$4,000	\$4,000	\$0
5160.09	Maintenance/Bus Stop	\$3,000	\$3,000	\$0
5160.00	Maintenance/Other	\$2,500	\$2,500	\$0
5040.00	Vehicle Maintenance (In-House)	\$293,000	\$293,000	\$0
5040.02	Vehicle Maintenance/Tires & Tubes	\$95,000	\$95,000	\$0
5040.03	Vehicle Maintenance/Lubricants	\$28,000	\$28,000	\$0
5040.04	Vehicle Maintenance/Small Tools - Shop	\$4,300	\$4,300	\$0
5040.80	Vehicle Maintenance/Sales Tax/ Fuel & Lub.	\$30,000	\$30,000	\$0
5090.40	Memberships	\$6,000	\$6,000	\$0
5090.70	Office Expense	\$15,000	\$15,000	\$0
5090.80	Postage	\$4,000	\$4,000	\$0
5030.00	Professional Services	\$150,000	\$150,000	\$0
5030.10	Employee Medical Exams	\$13,000	\$13,000	\$0
5030.30	Background Checks	\$3,000	\$3,000	\$0
5090.08	Pubs/Legal Notices	\$4,000	\$4,000	\$0
5090.75	Printing	\$28,000	\$28,000	\$0
5120.02	Rents/Leases - Equipment	\$17,000	\$17,000	\$0
5120.03	Rents/Leases Park and Rides	\$10,000	\$10,000	\$0
5140.01	Equipment Purchase - Data Processing	\$1,000	\$1,000	\$0
5140.05	Equipment Purchase - Office	\$8,000	\$8,000	\$0
5150.00	Special Department Expense	\$5,000	\$5,000	\$0
5150.01	Marketing	\$25,000	\$25,000	\$0
5090.30	Staff Development/Travel	\$31,000	\$31,000	\$0
5040.01	Fuel Purchase	\$572,000	\$572,000	\$0
5090.72	Bank Charges / Credit Card Charges	\$2,500	\$2,500	\$0
5050.02	Utilities	\$54,000	\$54,000	\$0
5050.03	Utilities/ Park & Rides	\$21,000	\$21,000	\$0
4108.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
6210.01	Cameron Park Expansion	\$0	\$389,000	\$389,000
6270.00	Contingency	\$770,812	\$381,812	-\$389,000
TOTAL SERVICES AND SUPPLIES		\$2,830,261	\$2,830,261	\$0
TOTAL OPERATING EXPENSES		\$8,523,498	\$8,523,498	\$0



## AGENDA ITEM 2 D

### Action Item

## TIMED ITEM

**1:00 PM**

# PUBLIC HEARING

# MEMORANDUM

**DATE:** **May 4, 2017**

**TO: El Dorado County Transit Authority**

**FROM: Julie Petersen, Fiscal Administration Manager**

**SUBJECT: Fiscal Year 2017/18 Final Capital Improvement Plan and 2017/18 Capital Budget**

**REQUESTED ACTION:**

**BY MOTION,**

- 1. Open Public Hearing**
- 2. Accept Public Comment**
- 3. Close Public Comment**
- 4. Adopt Final Capital Improvement Plan and Resolution No. 17-18 for Final Capital Budget fiscal year 2017/18**

## BACKGROUND

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) state;

*“The Executive Director shall propose... a preliminary capital budget to the Board on or before the March meeting of each year. After considering the proposals from the Executive Director, the Board shall adopt a preliminary operating budget by April 15 of each year.”*

*“The Executive Director shall propose... a final capital budget to the Board on or before June 15 of each year. Final...capital budget shall be adopted by the Board on or before July 15 of each year.”*

## DISCUSSION

Board Action related to fiscal year (FY) 2017/18 Capital Improvement Plan and Budget:

March 2, 2017	Board approved preliminary capital improvement plan and budget for FY 2017/18
---------------	---

April 6, 2017	Board approved the reallocation of funding between CIP Projects 12-06 and 12-09.
---------------	--

The Preliminary El Dorado County Transit Authority Capital Improvement Plan Fiscal Year 2017/18 (CIP 2017/18) recommends capital projects and identifies funding for Connect Card, maintenance facility projects, vehicle purchase, software and hardware upgrades, safety and security, administration building improvements, and park and ride improvements.

Staff recommendation is to adopt the final CIP 2017/18 and budget as presented and adopt Resolution No. 17-18.

### **FISCAL IMPACT**

Adoption of the CIP 2017/18 and budget allow transit staff to proceed with projects to ensure timely completion. Individual projects will be presented to the Board for final approval.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 17-18**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY  
TRANSIT AUTHORITY ADOPTING THE FINAL CAPITAL  
BUDGET FOR FISCAL YEAR 2017/18**

**WHEREAS**, Section 7.2 of the Bylaws of the El Dorado County Transit Authority require the submission of a final capital budget on or before June 15<sup>th</sup> of each year; and

**WHEREAS**, Section 7.2 further requires the adoption of a final capital budget on or before July 15 of each year; and

**WHEREAS**, the preliminary Fiscal Year 2017/18 capital budget was presented at public meetings on March 2, 2017; and

**WHEREAS**, the El Dorado County Transit Authority Board of Directors heard comments received from the public; and

**WHEREAS**, the El Dorado County Transit Authority approved the preliminary capital budget for Fiscal Year 2017/18 on March 2, 2017; and

**WHEREAS**, the proposed capital budget for Fiscal Year 2017/18 ending June 30, 2018 is based upon continuation of current public transportation services provided by the El Dorado County Transit Authority; and

**WHEREAS**, the proposed Fiscal Year 2017/18 capital budget projected revenue is based on known levels of anticipated funding;

**NOW THEREFORE, BE IT RESOLVED**, the El Dorado County Transit Authority hereby adopts the proposed capital budget for Fiscal Year 2017/18 ending June 30, 2018;

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 4th day of May 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Patty Borelli, Chairperson

ATTEST:

---

Megan Wilcher, Secretary to the Board



# **EL DORADO TRANSIT**



**FISCAL YEAR 2017/18**

---

# **Capital Improvement Plan**

---

**May 4, 2017**

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

## Table of Contents

Connect Card Program.....	4
Passenger Security Surveillance & Lighting - Bus Stops.....	5
Western Placerville Interchange (WPI) – Park and Ride Project .....	6
Connect Card – Phase 2 .....	7
Maintenance Facility Equipment .....	8
Metal Fabrication Tools.....	9
Maintenance Facility.....	9
Park-and-Ride Parking Lot Maintenance .....	10
Passenger Security Surveillance & Lighting - Bus Stops.....	11
Exterior Paint of Administration Building at 6565 Commerce Way, Diamond Springs, CA.....	12
Bus Parking Lot Improvements .....	13
Vehicle Replacement 5 Year Plan – Commuter .....	14
Bus Stop Improvements with new Shelter and Amenities on Upper Broadway, Placerville .....	15
Cameron Park Drive Bus Stop Improvements.....	16
Maintenance Facility – Safety and Equipment .....	17
Administration / Maintenance Facility Equipment.....	18
Moderate Improvements to Administration Building.....	19
Bus Shelters Amenities .....	20
Administration / Maintenance Facility Equipment.....	21
Capital Improvement Plan Budget.....	22

EL DORADO COUNTY TRANSIT AUTHORITY

CAPITAL IMPROVEMENT PLAN

FISCAL YEAR 2017/2018

# EL DORADO COUNTY TRANSIT AUTHORITY

## CAPITAL IMPROVEMENT PLAN

The El Dorado County Transit Authority (El Dorado Transit) maintains a fleet of large, medium and small buses, minivans and sedans. Fleet vehicles are utilized in the delivery of public transportation; for administrative support travel; staff development training; on-going public outreach travel and maintenance of transit facilities such as bus stops and park-and-ride lots. The Capital Improvement Plan is designed to address the financial investment required to maintain the fleet and facilities owned or leased by El Dorado Transit. Continuing the current level of service and managing the potential expansion of service will succeed only if adequate consideration is given to capital needs.

The Capital Improvement Plan is a planning document setting goals with realistic revenue projections. Vehicle replacement is a component of the Capital Improvement Plan. This annual planning process maximizes available funding for capital investments necessary to provide public transportation at the current level of service and efficient management of the expansion of public services.

As a financial management tool, the Capital Improvement Plan is prepared to take full advantage of capital funding programs, avoid large annual claims against local transportation funds for capital expenditures and to assure capital reserves are available in case annual capital revenue sources diminish or are not consistent. Capital Improvement Plan funding is available for full replacement cost and provides local match funding required for capital grant programs.

California public transit operators have several sources of capital funding available. Each funding source has differing criteria for eligible projects. Bus replacement funding is the most challenging capital funding for public transit operators.

The Capital Improvement Plan and Capital Budget for 2017/18 identify funding transit capital projects with; Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds, California Transit Security Grant Program - California Transit Assistance Funds (CTSGP-CTAF), deferred State Transit Assistance (STA) funds, Federal Transit Administration (FTA) Section 5307 funds, Federal Transit Administration (FTA) Section 5339 funds and Congestion Mitigation and Air Quality (CMAQ) funds.

The Capital Improvement Plan includes a summary of projects and funding sources; the budget and project descriptions.

## **Connect Card Program**

Project No. 09-03

On February 7, 2008 the El Dorado County Transit Authority (El Dorado Transit) Board approved the continued participation in the implementation of a new fare system technology to provide a fare card that is accepted by all transit operators in the Sacramento region. The contactless smart card is a credit card-sized card with a microchip and antenna embedded inside. It has data storage capacity and processing power to electronically accommodate the different fares of each transit agency. A smart card system would require the procurement and installation of smart card readers on each bus. The initial capital outlay is for commuter buses that directly connect to other operators. Participation at this level requires El Dorado Transit be included in the development of technical standards and governance structure and the opportunity to expand to the local fixed routes after working with the commuter application.

### *COST SUMMARY (ESTIMATE)*

	Adopted <u>Budget</u>
Connect Card Program	<u>\$248,554</u>
<i>Total Project Cost</i>	<i>\$248,554</i>

### *FUNDING SOURCES*

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) FY 08/09	<u>\$248,554</u>
<i>Total Revenue</i>	<i>\$248,554</i>



## **Passenger Security Surveillance & Lighting - Bus Stops**

Project No. 12-04

This project will include installation of security lighting and surveillance equipment at primary bus stops and transfer points for the local route service. The project will significantly enhance safety and security for transit passengers and property. The first phase of the project will focus on the Missouri Flat Transfer Center located on Missouri Flat Road south of the intersection with Forni Road. The Missouri Flat Transfer Center (Missouri Flat) currently serves as the primary transfer point for all local routes and the Iron Point Connector. The Missouri Flat stop is heavily traveled year-round and is utilized well before sunrise and after sunset during the winter months. At this location there are two bus shelters and benches and lighting is provided by utilizing solar powered LED lights inside the shelters. With the construction of a new business building directly above the stop, the solar panels are no longer functional.

Phase two of the project will include installation of security lighting and/or surveillance equipment at additional high traffic, local route bus stops. Type of equipment and the scope of work will depend on the location of the stops identified, existing security measures and availability of funding.

### *COST SUMMARY (ESTIMATE)*

#### *Adopted Budget*

Passenger Security Surveillance  
& Lighting - Bus Stops

\$124,854

*Total Project Cost*      \$124,854

### *FUNDING SOURCES*

California Transit Security Grant Program –  
California Transit Assistance Funds  
(CTSGP-CTAF) FY 10/11

\$124,854

*Total Revenue*      \$124,854

## **Western Placerville Interchange (WPI) – Park and Ride Project**

Project No. 12-06 (6)

All work related to the full build out of a Park and Ride lot within the Western Placerville Interchange (WPI).

The El Dorado County Transit Authority Park-and-Ride Facilities Master Plan, August 2009 contemplates the rough grading for two (2) Future Park and ride facilities within the Western Placerville Interchanges project.

Environmental review will be incorporated in the City of Placerville scope of a supplemental Environmental Impact Report (EIR).

Potential 150 +/- will be located between the off ramp and Forni Road

*Total Project Cost Engineers Estimate for full park and ride build out is \$2,230,000.*

### ***COST SUMMARY (ESTIMATE)***

	<b><u>Adopted Budget</u></b>
Western Placerville Interchange Park & Ride	<u>\$2,865,620</u>
<i>Total Project Cost</i>	<u>\$2,865,620</u>

### ***FUNDING SOURCES***

FY 2010/11 Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)	\$1,270,620
2013/14 Congestion Mitigation and Air Quality (CMAQ) Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) FY (10/11)	\$1,100,000
State Transit Assistance (STA)	<u>\$ 160,000</u>
<i>Total Revenue</i>	<u>\$ 335,000</u> <u>\$2,865,620</u>

## **Connect Card – Phase 2**

Project No. 12-09 (5)

The initial phase of the Connect Card project is designed to include the foundation of hardware, software, implementation and training, and the installation of smart card readers on the commuter fleet vehicles.

This project will provide for installation of smart card readers and accompanying hardware on the local fixed route bus fleet. This project builds on the previous regional smart card implementation which includes the necessary agency infrastructure and outfitting commuter route vehicles only. This project will extend the capability of accepting electronic, proximity or “tap” type smart cards for fare payment to the local fixed route bus fleet. Smart cards provide passengers and support organizations a convenient, replenishable, electronic fare media. Once implemented, the smart card system will allow for accurate tracking, management and distribution of fares by the agency and a web based management tool for client transportation benefit coordinators.

### *COST SUMMARY (ESTIMATE)*

#### **Adopted Budget**

Upgrade Video System	<u>\$150,000</u>
<i>Total Project Cost</i>	<i>\$150,000</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$150,000</u>
<i>Total Revenue</i>	<i>\$150,000</i>

## **Maintenance Facility Equipment**

Maintenance Facility

Project No. 13-05

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. With the addition of the larger MCI Motor Coach busses, current tools and scaffolding type platform and lifts are needed to safely access the vehicles.

Also included in this project will be the purchase of a TIG welder.

This capital project will allow for the purchase of the following equipment;

- Socket Driver, T80
- Tank Top Lift, 13ft.
- Work Platform, 7 step
- Base Wide Aluminum Scaffold

### *COST SUMMARY (ESTIMATE)*

	Adopted <u>Budget</u>
Maintenance Facility Equipment	\$22,500
Contingency 10%	<u>\$ 1,125</u>
<i>Total Project Cost</i>	<i>\$23,625</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$23,625</u>
<i>Total Revenue</i>	<i>\$23,625</i>

## **Metal Fabrication Tools**

Maintenance Facility

Project No. 14-03

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. The facility includes three (3) large bays and repair stations.

When a bus receives body damage maintenance staff contacts vendors to perform work. The acquisition of a vertical band saw, foot shear, sheet metal brake, plasma cutter, heavy duty work benches and combination belt and disc sander allows staff to perform the fabrication of metal panels significantly reducing body damage repair costs.

### *COST SUMMARY (ESTIMATE)*

#### **Adopted Budget**

Vertical Band Saw	\$3,604
Foot Shear	\$1,723
Sheet Metal Brake	\$1,095
Plasma Cutter	\$1,590
Heavy Duty Work Benches	\$1,464
Combination Disc Sander	\$1,380
10% Contingency	<u>\$1,087</u>
<i>Total Project Cost</i>	<i>\$11,942</i>

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$11,942</u>
<i>Total Revenue</i>	<i>\$11,942</i>

## **Park-and-Ride Parking Lot Maintenance**

Project No. 15-08

The El Dorado County Transit Authority (El Dorado Transit) utilizes and maintains several Park-and-Ride locations throughout El Dorado County. General maintenance is done on a regular basis including landscaping services.

Normal wear and tear on these locations requires larger projects such as re-striping, asphalt repairs, curb repairs and other items on an as needed basis.

Included within this project element will be the needs of the El Dorado Hills Theater temporary parking lot.

### *COST SUMMARY (ESTIMATE)*

#### *Adopted Budget*

Park-and-Ride Parking Lot Maintenance	<u>\$250,000</u>
<i>Total Project Cost</i>	<i>\$250,000</i>

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$250,000</u>
<i>Total Revenue</i>	<i>\$250,000</i>

## **Passenger Security Surveillance & Lighting - Bus Stops**

Project No. 16-01 (3)

This project will include installation of security lighting and surveillance equipment at primary bus stops and transfer points for the local route service. The project will significantly enhance safety and security for transit passengers and property. The project proposes to install security cameras and/or lighting at the following locations, Central Park and Ride, Placerville Station, Cambridge Road Park and Ride, El Dorado Hills Park and Ride and the Victory Mine bus stop. Additional locations may be included depending on funding availability.

### *COST SUMMARY (ESTIMATE)*

Adopted  
Budget

Passenger Security Surveillance & Lighting - Bus Stops

\$293,539

*Total Project Cost*

\$293,539

### *FUNDING SOURCES*

California Transit Security Grant Program –  
California Transit Assistance Funds  
(CTSGP-CTAF FY 12/13)

\$124,854

California Transit Security Grant Program –  
California Transit Assistance Funds  
(CTSGP-CTAF FY 11/12)

\$ 52,000

State Transit Assistance (STA) Funds

\$116,685

*Total Revenue*

\$293,539

## **Exterior Paint of Administration Building at 6565 Commerce Way, Diamond Springs, CA**

Project No. 16-03

The exterior of the El Dorado Transit Administration Building has not been painted since before 1998. With the completion of the Tenant Improvement in FY 2014/15 it was recommended that the exterior of the facility be repainted.

### *COST SUMMARY (ESTIMATE)*

	Adopted <u>Budget</u>
Exterior Paint	\$20,544
10% Contingency	<u>\$ 2,054</u>
<i>Total Project Cost</i>	\$22,598

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$22,598</u>
<i>Total Revenue</i>	\$22,598



## **Bus Parking Lot Improvements**

Project No. 17-01

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

The current lighting is non-efficient incandescent and there are two (2) light poles located centrally in the parking area which have been struck by vehicles several times while maneuvering through the lot. The pavement condition is degraded significantly and the lot is currently at capacity. The current design of the mechanical entry gate is antiquated requiring above average maintenance.

This project will include the removal of the interior light poles, removing and replacing light fixtures with LED heads, installation of surveillance cameras, removing and replacing of concrete curbs, excavation to expand minivan and staff car parking, parking bumper installation, striping and removal and replacement of the entry gate.

### *COST SUMMARY (ESTIMATE)*

	<u>Proposed Budget</u>
Bus Parking Lot Improvements	\$120,360
10% Contingency	<u>\$ 12,036</u>
<i>Total Project Estimate</i>	\$132,396

### *FUNDING SOURCES*

California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF) (Proposition 1B) (California) FY 13/14	\$124,854
State Transit Assistance (STA)	<u>\$ 7,542</u>
<i>Total Revenue</i>	\$132,396

## Vehicle Replacement 5 Year Plan – Commuter

Project No. 17-02

The El Dorado County Transit Authority (El Dorado Transit) participated in a joint-procurement contract with the Yolo County Transportation District (YCTD). The contract expired in March 2014.

El Dorado Transit currently has five (5) 40' Bluebird commuter buses that are no longer being supported by the manufacturer.

As the YCTD contract has expired, staff is currently working on a joint procurement to replace the existing Bluebird buses with the Motor Coach Industries (MCI) buses. The contract will require a commitment to funding in a five year plan.

### *FIVE (5) 40' BLUEBIRD BUSUS*

EDCTA #	Vehicle Type	Mileage As of 02/19/16
0601	2006 BlueBird Bus	219,571
0602	2006 BlueBird Bus	250,538
0603	2006 BlueBird Bus	238,217
0604	2006 BlueBird Bus	182,094
0605	2006 BlueBird Bus	181,921

### *FRAMEWORK FOR 5 YEAR FUNDING PLAN*

	Year 1 1	Year 3 2 3	Year 5 4 5
FY 2015/16 FTA Section 5307	\$308,771		
FY 2015/16 FTA Section 5339	\$171,229		
State Transit Assistance	\$120,000		
FY 2016/17 FTA Section 5307		\$308,771	
FY 2015/16 FTA Section 5339		\$171,229	
State Transit Assistance		\$120,000	
FY 2017/18 FTA Section 5307			\$308,771
FY 2016/17 FTA Section 5339			\$171,229
State Transit Assistance			\$120,000
FY 2018/19 FTA Section 5307			
FY 2016/17 FTA Section 5339			
State Transit Assistance			
FY 2019/20 FTA Section 5307			\$308,771
FY 2016/17 FTA Section 5339			\$115,084
State Transit Assistance			\$176,145
	<b>\$600,000</b>	<b>\$600,000</b>	<b>\$600,000</b>

## **Bus Stop Improvements with new Shelter and Amenities on Upper Broadway, Placerville**

Project No. 17-03

The El Dorado County Transit Authority (El Dorado Transit) operates a local fixed route service in the City of Placerville that includes stops on Broadway. Currently one (1) stop meets design standards on the south side.

El Dorado Transit recommends an advertising shelter with a schedule holder. This would meet El Dorado Transit design standards. The advertising program managed by El Dorado Transit provides shelter and bus stop maintenance and miscellaneous revenue. The shelter maintenance is performed by the third party advertising contractor saving the El Dorado Transit resources (staff time and funding).

Project will include the build-out of a bus turnout and the acquisition and installation of bus shelter, waste receptacle, wall schedule, tax, delivery and solar power if required.

### *COST SUMMARY (ESTIMATE)*

	<u>Adopted Budget</u>
Bus Stop Improvements	\$150,509
Contingency 10%	<u>\$ 15,505</u>
<i>Total Project Cost</i>	<i>\$166,014</i>

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$166,014</u>
<i>Total Revenue</i>	<i>\$166,014</i>

## **Cameron Park Drive Bus Stop Improvements**

Project No. 17-04

The El Dorado County Transit Authority (El Dorado Transit) uses a designated bus stop located on the southwest corner of the intersection of Cameron Park Drive and Green Valley Road. This bus stop consists of an asphalt pullout and a stand-alone concrete pad with shelter.

This project will include the replacement of the asphalt pullout with concrete, increasing the size of the concrete pad for the shelter, adding sidewalk and curbing to meet Americans with Disabilities (ADA) minimum standards, lighting and security cameras.

### *COST SUMMARY (ESTIMATE)*

Cameron Park Bus Stop Improvements	<u>\$300,000</u>
<i>Total Project Estimate</i>	<i>\$300,000</i>

### *FUNDING SOURCES*

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF FY 14/15)	\$124,854
Development Fees	\$ 50,000
State Transit Assistance (STA)	<u>\$123,146</u>
<i>Total Revenue</i>	<i>\$300,000</i>

## **Maintenance Facility – Safety and Equipment**

Project No. 17-05

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. The facility includes three (3) large bays and repair stations to allow for multiple repairs to occur simultaneously.

It has been identified that several projects can be made to increase productivity as well as the addition of safety equipment.

<i>COST SUMMARY (ESTIMATE)</i>	<i>Adopted Budget</i>
Cable Harness System	\$10,000
Oil Tank Relocation	\$ 3,000
Opacity Testing Machine	\$10,000
Pallet Racking System	\$25,000
Contingency (10%)	<u>\$ 4,800</u>
<i>Total Project Cost</i>	<i>\$52,800</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$52,000</u>
<i>Total Revenue</i>	<i>\$52,000</i>

## **Administration / Maintenance Facility Equipment**

Project No. 17-07

El Dorado Transit may have the need during the Fiscal Year 2016/17 to procure items considered incidental in nature, but are above the \$500 threshold that designates an asset posted to the depreciation schedule. Examples of this would include the replacement of small office equipment/furniture and/or replacement of Maintenance equipment.

Adoption of the project and budget allows transit staff to procure small items in a timely manner with the least amount of inconvenience to the public and staff. Individual purchase orders for this project will be presented to the Board for approval if they exceed the \$25,000 per purchase limit or if a budget increase is requested.

### *COST SUMMARY (ESTIMATE)*

	Proposed <u>Budget</u>
Admin./Maintenance Facility Equipment	<u>\$40,000</u>
<i>Total Project Cost</i>	<i>\$40,000</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$40,000</u>
<i>Total Revenue</i>	<i>\$40,000</i>

## **Moderate Improvements to Administration Building**

Project No. 18-01

Currently the gutter system on the administration building has the water from the roof drain directly onto the back cement pad area at the rear of the building. This needs to be redirected to prevent possible hazards.

There is a small cement pad on the west end of the administration building that needs to be expanded to allow for a small shed to house a vault wagon when not in use. The wagon currently is placed in the break room.

Additional maintenance projects as needed for FY 2017/18.

### *COST SUMMARY (ESTIMATE)*

	Proposed <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	<u>\$ 15,000</u>
<i>Total Project Cost</i>	<i>\$165,000</i>

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$165,000</u>
<i>Total Revenue</i>	<i>\$165,000</i>

## **Bus Shelters Amenities**

Project No. 18-02

El Dorado Transit staff is looking towards improving the amenities for current and future bus stop locations. In order to meet the needs in a timely manner, this project would allow for the purchase and planning of amenities such as shelters, benches, waste receptacles and solar energy panels etc.

### *COST SUMMARY (ESTIMATE)*

	Proposed <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	<u>\$ 15,000</u>
<i>Total Project Cost</i>	<i>\$165,000</i>

### *FUNDING SOURCE*

State Transit Assistance (STA)	<u>\$165,000</u>
<i>Total Revenue</i>	<i>\$165,000</i>



## **Administration / Maintenance Facility Equipment**

Project No. 18-03

El Dorado Transit may have the need during the Fiscal Year 2016/17 to procure items considered incidental in nature, but are above the \$500 threshold that designates an asset posted to the depreciation schedule. Examples of this would include the replacement of small office equipment/furniture and/or replacement of Maintenance equipment.

Adoption of the project and budget allows transit staff to procure small items in a timely manner with the least amount of inconvenience to the public and staff. Individual purchase orders for this project will be presented to the Board for approval if they exceed the \$25,000 per purchase limit or if a budget increase is requested.

### *COST SUMMARY (ESTIMATE)*

	Proposed <u>Budget</u>
Admin./Maintenance Facility Equipment	<u>\$40,000</u>
<i>Total Project Cost</i>	<i>\$40,000</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$40,000</u>
<i>Total Revenue</i>	<i>\$40,000</i>

El Dorado County Transit Authority  
Proposed Final Capital Improvement Plan Budget

Approved Capital Projects				Beginning Balance as of 12/31/2016								
Status	Priority	CIP Project Number	Project Description	Budget	Deferred STA* \$3,458,546	FTA Section 5307 \$571,391	FTA Section 5339 \$800,000	PTMISEA 8/9 \$248,554	PTMISEA 10/11 \$1,430,620	CTSGP-CTAF \$603,416	DEVELOPER \$50,000	CMAQ \$1,100,000
ACTIVE	1A	09-03	Connect Card (UTFC) Program	\$248,554				\$248,554				
ACTIVE	2A	12-04	Passenger Security Surveillance & Lighting - Bus Stops	\$124,854						\$124,854		
ACTIVE	2B	16-01	Passenger Security Surveillance & Lighting - Bus Stops	\$293,539	\$116,685					\$176,854		
ACTIVE	2C	17-07	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
ACTIVE	3A	15-08	Park-and-Ride Parking Lot Maintenance	\$250,000	\$250,000							
ACTIVE	3B	17-01	Bus Parking Lot Improvements	\$132,396	\$7,542					\$124,854		
ACTIVE	3C	17-04	Cameron Park Drive Bus Stop Improvements	\$300,000	\$123,146					\$176,854	\$50,000	
ACTIVE	4A	17-02	Vehicle Replacement 5 Year Plan - Commuter	\$3,000,000	\$656,145	\$1,543,855	\$800,000					
PLANNED	5A	13-05	Maintenance Facility Equipment	\$23,625	\$23,625							
PLANNED	5B	14-03	Metal Fabrication Tools	\$11,942	\$11,942							
ACTIVE	5C	16-03	Exterior Paint of Administration Building	\$22,598	\$22,598							
ACTIVE	5D	17-05	Maintenance Facility - Safety and Equipment	\$52,000	\$52,000							
ACTIVE	6A	12-06	Western Placerville Interchange (WPI) Park and Ride	\$2,865,620	\$335,000				\$1,430,620			\$1,100,000
PLANNED	6B	17-03	Bus Stop Improvements - Upper Broadway	\$166,014	\$166,014							
ACTIVE	7A	12-09	Connect Card - Phase 2	\$160,000	\$150,000							
PLANNED	8A	18-01	Moderate Improvements to Administration Building	\$165,000	\$165,000							
PLANNED	8B	18-02	Bus Shelter Amenities	\$165,000	\$165,000							
PLANNED	8C	18-03	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
Project Totals				\$8,061,142	\$2,324,697	\$1,543,855	\$800,000	\$248,554	\$1,430,620	\$603,416	\$50,000	\$1,100,000
Remaining Funds Available					\$1,133,849	-\$972,464	\$0	\$0	\$0	\$0	\$0	\$0

Priority - Key Code

- 1 = Active project, Work In Progress, projected completion undetermined
- 2 = Active project, Work In Progress, projected completion in FY 2016/17
- 3 = Active project, Work In Progress, projected completion during Fiscal Year 2017/18
- 4 = Funding in place, pending Specifications and Purchase Order
- 5 = Funding in place, pending staff management availability
- 6 = Funding received, Project ongoing
- 7 = Pending completion of Phase I
- 8 = Pending Funding

\*Per FY 2015/16 Audited Financials minus first six month expenses FY 2016/17

AGENDA ITEM 3 A  
Information Item

**MEMORANDUM**

**DATE:** May 4, 2017  
**TO:** El Dorado County Transit Authority  
**FROM:** Brian James, Planning and Marketing Manager  
**SUBJECT:** March 2017 Ridership Report

**REQUESTED ACTION:**

**BY MOTION,**

**No action. Information item.**

**BACKGROUND**

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

**DISCUSSION**

March 2017 ridership increased system wide from 31,339 to 32,639 one-way passenger trips or - 4.1% compared to the previous year. March 2017 had the same number of weekdays as the previous year. Commuter ridership increased by 8.7%, while local fixed route ridership was even with the previous year.

Year-to-date ridership for the period July 1, 2016 to March 31, 2017 increased from 257,299 to 257,899 one-way passenger trips or 0.2% compared to the previous year.

**FISCAL IMPACT**

None

# Ridership Report Fiscal Year-to-Date

## July 2016 to March 2017

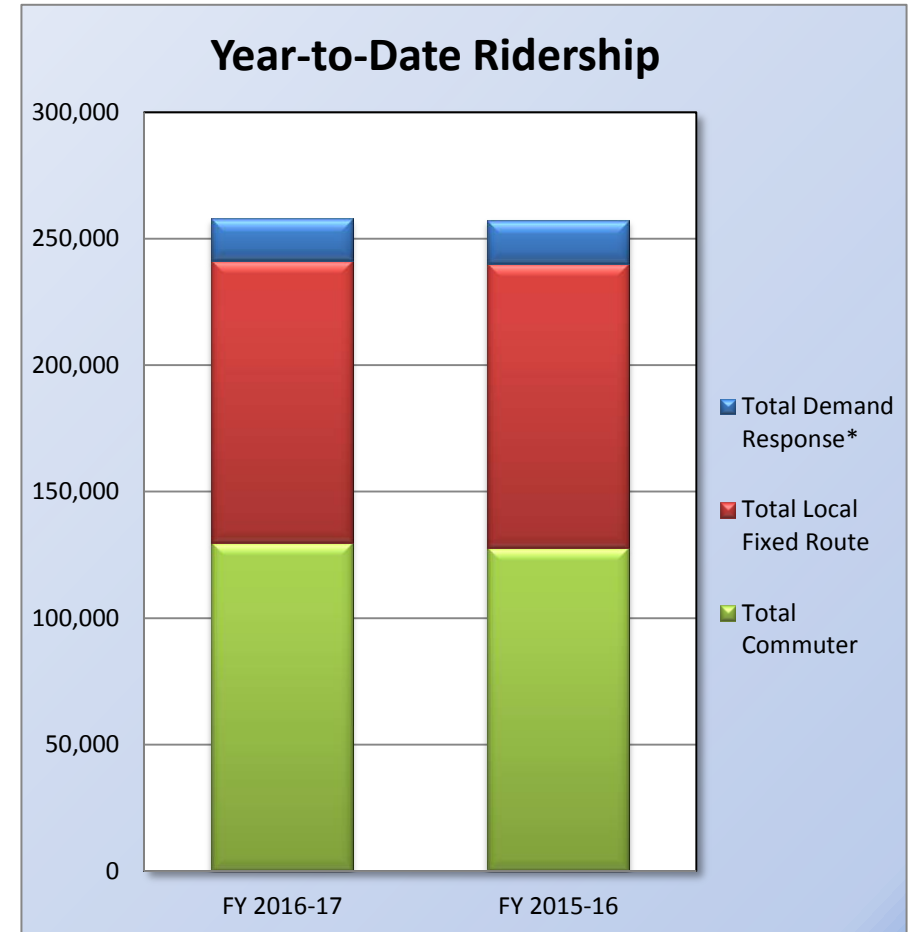


Demand Response	FY 2016-17	FY 2015-16	% Change
Dial-a-Ride	15,355	15,953	-3.7%
Sac-Med	409	571	-28.4%
Grizzly Flat	0	42	0.0%
ADA Paratransit	690	493	40.0%
<b>Total Demand Response*</b>	<b>16,454</b>	<b>17,059</b>	<b>-3.5%</b>

Local Fixed Route	FY 2016-17	FY 2015-16	% Change
Cameron Park	11,210	10,646	5.3%
Diamond Springs	22,285	23,136	-3.7%
Saturday Express	4,475	4,722	-5.2%
Pollock Pines	34,249	33,846	1.2%
Placerville Shuttle	38,527	39,994	-3.7%
Diamond Springs Saturday	811	0	100.0%
<b>Total Local Fixed Route</b>	<b>111,557</b>	<b>112,344</b>	<b>-0.7%</b>

Commuter	FY 2016-17	FY 2015-16	% Change
Sacramento Commuter	103,088	103,698	-0.6%
Reverse Commuter	394	601	-34.4%
50 Express	26,406	23,597	11.9%
<b>Total Commuter</b>	<b>129,888</b>	<b>127,896</b>	<b>1.6%</b>

M.O.R.E. & Adult Day Services	FY 2016-17	FY 2015-16	% Change
M.O.R.E.	19,079	20,930	-8.8%
Adult Day Services	4,131	4,588	-10.0%
<b>Total M.O.R.E. and ADS</b>	<b>23,210</b>	<b>25,518</b>	<b>-9.0%</b>



Systemwide*	FY 2016-17	FY 2015-16	% Change
	257,899	257,299	0.2%

\*Does not include M.O.R.E. and Adult Day Services

# March 2017 Ridership Report

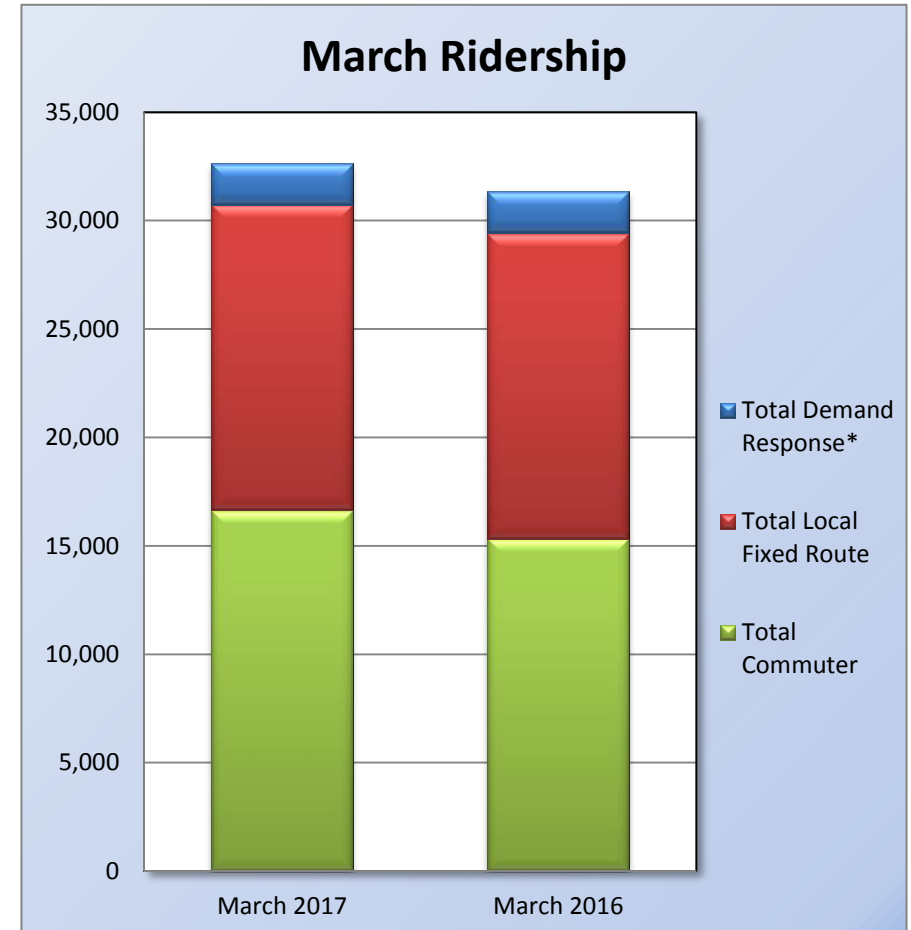


Demand Response	March 2017	March 2016	% Change
Dial-a-Ride	1,786	1,791	-0.3%
Sac-Med	51	59	-13.6%
Grizzly Flat	0	11	-100.0%
ADA Paratransit	59	56	5.4%
<b>Total Demand Response*</b>	<b>1,896</b>	<b>1,917</b>	<b>-1.1%</b>

Local Fixed Route	March 2017	March 2016	% Change
Cameron Park	1,372	1,451	-5.4%
Diamond Springs	2,921	3,091	-5.5%
Saturday Express	480	488	-1.6%
Pollock Pines	4,317	4,133	4.5%
Placerville Shuttle	4,876	4,931	-1.1%
Diamond Springs Saturday	121	0	100.0%
<b>Total Local Fixed Route</b>	<b>14,087</b>	<b>14,094</b>	<b>0.0%</b>

Commuter	March 2017	March 2016	% Change
Sacramento Commuter	12,871	12,097	6.4%
Reverse Commuter	43	50	-14.0%
50 Express	3,742	3,181	17.6%
<b>Total Commuter</b>	<b>16,656</b>	<b>15,328</b>	<b>8.7%</b>

M.O.R.E. & Adult Day Services	March 2017	March 2016	% Change
M.O.R.E.	2,276	2,500	-9.0%
Adult Day Services	572	584	-2.1%
<b>Total M.O.R.E. and ADS</b>	<b>2,848</b>	<b>3,084</b>	<b>-7.7%</b>



Systemwide*	March 2017	March 2016	% Change
	32,639	31,339	4.1%

\*Does not include M.O.R.E. and Adult Day Services