



**EL DORADO TRANSIT**

**REQUEST FOR PROPOSALS**

**El Dorado County Transit Authority  
FY2021/22 Compensation and Benefits Study**

EL DORADO COUNTY TRANSIT AUTHORITY  
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## **I. INTRODUCTION**

The El Dorado County Transit Authority (El Dorado Transit) provides public transportation within the Western Slope of El Dorado County under a Joint Powers Agreement between the County of El Dorado and the City of Placerville. Board membership includes three (3) members appointed by the El Dorado County Board of Supervisors and two (2) members appointed by the City of Placerville City Council.

El Dorado Transit was established to provide public transportation options for senior and disabled residents of El Dorado County. Public transportation services gradually expanded to meet some of the transportation needs of the general public. El Dorado Transit is currently the sole public transportation provider and designated Consolidated Transportation Services Agency (CTSA) for western El Dorado County. As such, El Dorado Transit serves an important role in providing mobility options for residents and employees, enhancing environmental conditions, and supporting the economy of the region. El Dorado Transit services currently include Sacramento commuter routes, local community fixed routes and demand response services.

## **II. BACKGROUND**

El Dorado Transit is seeking proposals from qualified professional consulting firms interested in conducting a comprehensive compensation and benefit study of its administrative, professional, support & technical, clerical non-bargaining and bargaining positions including a review of salary ranges and benefit package. Currently the agency has one (1) union employee group.

El Dorado Transit currently employs approximately twenty-two (22) full-time and one (1) part-time non-represented employee under fifteen (15) job titles in 3 departments, and twenty-seven (27) represented employees under the Transit Operator job title in the Operations department.

## **III. PROJECT SUMMARY AND DESCRIPTION**

The contract for the Compensation and Benefit Study will be an agreement between El Dorado Transit and the consultant(s). The consultant(s) will work under direction of the El Dorado Transit Executive Director and management team. The contract will be awarded/executed under Board adopted purchasing procedures and/or contract law. Funding for the Compensation and Benefit Study will be provided by El Dorado Transit utilizing local sources.

The model compensation and benefit study should address all compensation factors assuring El Dorado Transit's responsibility to be accountable and efficient in its expenditures of public funds. Some compensation factors that must be considered include internal equity balanced with external competitiveness, affordability, efficiency in administration, flexibility and how well the compensation policy meets the agency's unique needs.

The consultant may be required to present a draft of the study to the El Dorado Transit Board of Directors for review. The end product of the study will include: an extensive wage and benefit comparison, to include the value of current benefits and retirement benefits, a recommended compensation plan, salary schedule, and an implementation guideline.



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

## **VII. GENERAL CONDITIONS**

### **A. Limitations**

This Request for Proposal (RFP) does not commit El Dorado Transit to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. El Dorado Transit expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. El Dorado Transit reserves the right to withdraw this RFP at any time without prior notice.

### **B. RFP Addendum**

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

### **C. Verbal Agreement or Conversation**

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

### **D. Pre-contractual Expense**

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

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

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

## **E. Offer Term**

The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Award of the contract is expected by no later than December 15, 2021.

## **F. Contract Term**

It is anticipated that the term of the contract will be from December 15, 2021, to March 18, 2022.

## **G. Contract Arrangements**

The proposer is expected to execute an El Dorado Transit Professional Services Agreement similar to the example attached as Exhibit A.

## **VIII. PROPOSAL CONTENT**

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a cover letter (Item 1), technical proposal (Items 2 & 3), and a cost proposal (Item 4).

### **1) Cover Letter**

The cover letter should include the name, title, address, phone number, email and original signature of an individual with authority to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one cover letter need be prepared to accompany both copies of the proposal.

### **2) Technical Approach**

In this section, the proposer should demonstrate an adequate understanding of the scope of work and describe the steps necessary to complete a compensation and benefit study for El Dorado Transit. At a minimum, this section of the proposal shall include a description of the following study elements:

- a) El Dorado Transit's organizational structure, employee classifications and functions, and relative labor market information
- b) Key study objectives, study tasks to be completed, and project deliverables
- c) Survey parameters and data analysis methodology
- d) Client involvement and communication strategies, including anticipated meetings and/or presentations
- e) Project timeline

3) **Consultant Staff, Qualifications and References**

At a minimum, this section of the proposal shall include a description of the following key elements:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years.
- b) The proposal must designate a project lead and describe the qualifications and experience of each professional who will participate in the project.
- c) A brief description of the firm's experience with similar projects and organizations. The proposal must include a list of references for similar clients, including client contact names, addresses, phone numbers, brief description of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work.

4) **Cost Proposal**

The cost proposal shall state all the required project hours and corresponding hourly rate(s) for consultant(s) and employees to be assigned to this contract, and a summary of any other related costs that are to be billed to the contract. The total value of the contract to be let from this RFP shall not exceed \$25,000.

**The proposer must provide one (1) bound copy and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Proposals.**

**All proposals shall be submitted in a sealed envelope that is clearly marked "Proposal –El Dorado County Transit Authority FY2021/22 Compensation and Benefit Study".** Late proposals shall not be accepted. All proposals, whether selected or rejected, shall become the property of the El Dorado County Transit Authority.

**All proposals shall be received no later than 4:00 PM November 12, 2021, at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619.**

## **IX. PROPOSAL EVALUATION AND SELECTION**

El Dorado Transit reserves the right to amend or alter the selection process without notice. It is anticipated that an internal proposal review panel will evaluate the proposals. Applicants may be contacted and asked for further information. El Dorado Transit may elect to contact references or clients of the applicants. The panel will make recommendations to the El Dorado Transit Executive Director based on the proposal, oral interviews (if necessary), and reference checks. El Dorado Transit reserves the right to reject all proposals or to select a consultant based solely upon the written proposal and not conduct oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. The proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of, and approach to the scope of work/ services

- Related experience with similar public agency salary programs and employee groups
- Qualifications and/or specialized expertise of the personnel assigned
- Hourly fee schedule of staff and total bid amount

**X. PAYMENT SCHEDULE**

Fees for eligible services rendered shall be billed on a monthly or hourly basis. Payment will not be authorized for services rendered and/or expenses incurred prior to contract award, as defined in Section VII, General Conditions, Part E of this RFP. The consultants(s) should forward a copy of all invoices for payment for work performed and associated expenses, by the fifth (5<sup>th</sup>) day of each month for prior month's service.



**EL DORADO COUNTY TRANSIT AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**with**

**for**

THIS AGREEMENT, made and entered into this \_\_\_\_\_, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and \_\_\_\_\_, 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
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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 COMPLIANCE HEALTH AND SAFETY REGULATIONS  
SECTION 25 INSURANCE  
SECTION 26 OWNERSHIP OF DOCUMENTS  
SECTION 27 DOCUMENTATION/ACCESS TO RECORDS  
SECTION 28 NOTICES  
SECTION 29 JURISDICTION  
SECTION 30 INTEGRATION  
SECTION 31 CONFIDENTIALITY

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

EXHIBIT B FEE SCHEDULE

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled Scope of Work 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 indicated in Exhibit "A" of this Agreement. Time of Performance shall be determined on a per project basis. If an extension of time is granted, it must be in writing by EL DORADO TRANSIT, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of EL DORADO TRANSIT. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

#### SECTION 6 - COMPENSATION

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

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

#### SECTION 7 - CHANGES TO SCOPE - BASIC

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

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

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

## SECTION 9 - EXHIBITS INCORPORATED

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

## SECTION 10 - RESPONSIBILITY OF CONSULTANT

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

## SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

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

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

## SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided, and shall end upon EL DORADO TRANSIT'S acceptance and payment for such portion of the

work as was authorized by such notice, but in no event beyond the Fiscal Year ending June 30, 2022.

### 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/or percent of completed tasks, to total services as determined by EL DORADO TRANSIT, less payments already made under this Agreement. 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 "B".

C. All subcontracts shall be subject to the provisions contained in this Agreement 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 EL DORADO TRANSIT.

## 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, gender expression 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 Agreement (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."

#### SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, the Consultant shall defend, indemnify, and hold El Dorado Transit, its officers, board members, agents and employees, harmless against and from any and 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 the Consultant or those for whom Consultant is legally liable and which are claimed to or in any way arise out of or are connected with the Work by Consultant, his agents or employees including Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of 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 save El Dorado Transit harmless includes the duties to defend set forth in California Civil Code Section 2778 and shall survive the termination of this Agreement.

## SECTION 24 – COMPLIANCE HEALTH AND SAFETY REGULATIONS

EL DORADO TRANSIT requires all consultants and vendors to place the highest importance on health and safety for all work performed on behalf of EL DORADO TRANSIT. CONSULTANT shall, at all locations where work is to be performed on behalf of EL DORADO TRANSIT, comply with all applicable federal, state, and local fire, safety and health statutes, ordinances, codes, and regulations, as well as the rules, policies and orders of any applicable regulatory entity or agency, at CONSULTANT's sole cost and expense. CONSULTANT shall ensure that all of its employees, agents, and representatives are knowledgeable of all safety, fire, and health requirements and regulations applicable to the work performed on behalf of EL DORADO TRANSIT.

## SECTION 25 – 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,
- E. or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- F. 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 El Dorado Transit, 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 26 - 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 27 - DOCUMENTATION/ACCESS TO RECORDS

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

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

SECTION 28 - 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. EL DORADO TRANSIT: Matthew Mauk, Executive Director  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

b. CONSULTANT:

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

SECTION 29 - 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 30 - 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 31 – CONFIDENTIALITY

CONSULTANT hereby acknowledges and recognizes that EL DORADO TRANSIT is subject to the California Public Records Act and from time to time, may receive such a request applicable to EL DORADO TRANSIT’S obligations under the California Public Records Act. CONSULTANT hereby acknowledges that records used or maintained by EL DORADO TRANSIT in furtherance of this Agreement may be subject to such requests.

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:

CONSULTANT:

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

By \_\_\_\_\_

APPROVED AS TO FORM:

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

**EXHIBIT "A"**  
**PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION**  
**OF SCOPE OF WORK**