

BOARD OF DIRECTORS MEETING AGENDA

Directors: Dawntè Early (Chair, City of West Sacramento)
Jesse Loren (Vice-Chair, City of Winters)
Lucas Frerichs (Yolo County)
Josh Chapman (City of Davis)
Mayra Vega (City of Woodland)
Kelly Fong Rivas (UC Davis, ex-officio)
Sukhi Johal (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the public who wish to participate remotely may use the zoom link or phone number below.

IN-PERSON INFORMATION

Meeting Date: October 13, 2025

Meeting Time: 6:00 PM

Meeting Place: Yolo Transportation District Board Room
350 Industrial Way
Woodland CA 95776

ZOOM INFORMATION

Link: <https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABYbc3v.1>

Meeting ID: 879 6922 7172

Passcode: 105086

All participants will be entered into the webinar as attendees.

YoloTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YoloTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YoloTD Board reserves the right to continue the meeting without remote access.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled “Public Participation Instructions.”

The Board reserves the right to take action on all agendized items at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YoloTD Board.

Estimated Time		Agenda Item	Information	Action Item
6:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
6:05 PM	2.	Approve Agenda for October 13, 2025 Meeting		X
6:10 PM	3.	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YoloTD. Please note, the Board is prohibited from discussing items not on the agenda.	X	

CONSENT CALENDAR

6:12 PM	4a.	Approve Board Minutes for Regular Meeting of September 8, 2025 (<i>J. Marte, pp 6-9</i>)		X
	4b.	Approve On-Call Consulting RFP for Professional Services Including General Transportation Planning, Engineering, Environmental, Translation and Interpretation, Grant Writing and Strategy, GIS/Modeling, and Community Outreach/Engagement (<i>L. Torney, pp 10-86</i>)		X

REGULAR CALENDAR

6:15 PM	5.	Informational Update on Goals, Process and Timeline for New Transit Operations Contract (<i>A. Bernstein, pp 87-94</i>)	X	
6:45 PM	6.	Informational Update on Automatic Passenger Counters Project (<i>D. Romero and D. Gomez, pp 95-101</i>)	X	
7:15 PM	7.	Administrative Reports (<i>A. Bernstein, p 102</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions. A. Board Members' Verbal Reports B. Executive Director's Verbal Report C. Transdev Report D. Long Range Calendar	X	
7:30 PM	8.	Adjournment		X

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be Monday November 17, 2025, at 6:00 pm at Yolo Transportation District, 350 Industrial Way, Woodland CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, October 10, 2025 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

J. Marte

Janeene Marte, Clerk of the Board

Public Participation Instructions

Members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

IN PERSON:

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

ON ZOOM:

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, October 13, 2025, will be provided to the YoloTD Board of Directors in advance.

Americans With Disabilities Act Notice

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the office for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Yolo Transportation District as soon as possible and preferably at least 24 hours prior to the meeting. We may be reached at telephone number (530) 402-2819, via email at custserv@yctd.org or at the following address: 350 Industrial Way, Woodland, CA 95776.

VISION, VALUES AND PRIORITIES



Vision Statement

The vision statement tells us what we intend to become or achieve.

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



Core Values

A core value describes our individual and organizational behaviors and helps us to live out our vision.

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

1. Provide transit service that is faster, more reliable and convenient.
2. Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Approve Board Minutes for Regular Meeting of September 8, 2025	Agenda Item#: Agenda Type:	4a Action	
		Attachments:	<div><div>Yes</div>No</div>
Prepared By: J.Marte		Meeting Date: October 13, 2025	

RECOMMENDATION:

Approve Minutes for the Regular Meeting of September 8, 2025

BACKGROUND:

The Yolo Transportation District (YoloTD) Board of Directors holds regular meetings in compliance with the Brown Act and public records laws. Those meetings are recorded in minutes, which are to be retained, in perpetuity, in the YoloTD archives.

The purpose of this item is to approve minutes of the Board of Directors meeting for the historical preservation and posterity of the YoloTD Board of Directors actions for future generations to understand the valuable work considered and accomplished by YoloTD.

BUDGET IMPACTS:

There are no anticipated financial impacts.

Attachments:

1. Minutes

BOARD OF DIRECTORS MEETING MINUTES

September 8, 2025, at 6:00 p.m.
Yolo Transportation District Board Room
350 Industrial Way, Woodland, CA

1. Roll Call - Determination of Quorum

Chair Early called the meeting to order at 6:03 p.m.

Directors Present:

Dawnte Early, Chair, City of West Sacramento
Jesse Loren, Vice-Chair, City of Winters
Lucas Frerichs, County of Yolo
Mayra Vega, City of Woodland (*Participated remotely in accordance with AB 2449*)
Kelly Fong Rivas, UC Davis, ex-officio
Manpreet Ark, Caltrans, ex-officio

Directors Absent:

Josh Chapman, City of Davis

Staff Present:

Autumn Bernstein, Executive Director
Brian Abbanat, Director of Planning
Kimberly Hood, Legal Counsel

2. Approval of Agenda

Motion: Director Frerichs made a motion to approve the Agenda. Motion was seconded by Vice-Chair Loren. The motion was approved by a vote of 4 Yes/0 No.

3. General Public Comments

Chair Early called for general public comment

Alan Hirsch provided general public comment

Michael Barnbaum provided general public comment

Alex Benevides provided a general public comment

4. Consent Calendar

- 4a. Approve Board Minutes for the Meeting of July 14, 2025
- 4b. Approve Updated Advertising Policy
- 4c. Approve Resolution 2025-11 Authorizing Submittal of FY 2025-26 State of Good Repair (SGR) Claim for Project #1-Purchase of Three (3) Fixed Route CNG Buses
- 4d. Receive Auditor Governance Letter for Fiscal Year 2024-2025
- 4e. Approve Amended Language to Chapter 8: Compensation of the YoloTD Personnel Rules and Regulations

Motion: Vice-Chair Loren made a motion to approve the Consent Calendar. Motion was seconded by Director Frerichs. The motion was approved by a vote of 4 yes/0 No.

Regular Calendar

5. Receive and Update and Provide Feedback on the Future Expansion of the Yolo Commute to Achieve VMT Reduction Mitigation Commitments Included in the Environmental Impact Report (EIR) for the Yolo 80 Managed Lanes Project

Director of Planning Abbanat, provided an overview of the Yolo Commute program and its connection to the VMT reduction mitigation commitments identified in the Environmental Impact Report (EIR) for the Yolo 80 Managed Lanes Project. Director of Planning Abbanat discussed the purpose and goals of the Transportation Demand Management (TDM) program and the accompanying organizational study.

Director Abbanat then introduced Lauren Tsoi, a consultant with WSP, who presented an update on the Yolo Commute Organizational Study. Ms. Tsoi shared that the study is currently in the development and analysis phase, and shared timeline and next steps.

Executive Director Bernstein and Director of Planning Abbanat responded to inquiries from the Board.

Chair Early called for public comment

Alan Hirsch provided comments on the presentation

Michael Barnbaum provided comments on the presentation

Alex Benevides provided comments on the presentation

Seeing no comments, Chair Early closed public comments

6. Update on Establishing a New Bus Transfer Point in Woodland

Director of Planning Abbanat provided an update of the timeline and process for establishing a new bus transfer point in Woodland, including recent meetings of a joint Ad Hoc Committee that includes Directors Vega and Frerichs. Director of Planning Abbanat also presented the preferred location being considered for the new transfer point.

Executive Director Bernstein and Director of Planning Abbanat responded to inquiries from the Board.

Chair Early called for public comment

Michael Barnbaum provided comments on the presentation

Alan Hirsch provided comments on the presentation

Seeing no further comments, Chair Early closed public comments

7. Administrative Reports

A. Board Members' Verbal Reports

B. Executive Director's Verbal Report

Executive Director Bernstein announced that YoloTD has welcomed three new interns. She also provided an update on efforts to improve monitoring of missed trips by TransDev. RideCo staff have been on-site to provide additional training on the app to support trip monitoring. Additionally, YoloTD is actively recruiting new members for the Community Advisory Committee (CAC).

C. Transdev Report

General Manager of TransDev Julie Holmes provided an update on the status of missed trips. General Manager Julie Holmes reported that TransDev has reached an agreement with the Amalgamated Transit Union (ATU). Additionally, the agency has recently hired a Safety and Training Manager, a Human Resources Manager, and a Maintenance Manager. Transdev currently employs 68 operators.

D. Long Range Calendar

Executive Director Bernstein outlined the Long-Range Calendar

Chair Early called for public comment.

Alan Hirsch provided public comment

Michael Barnbaum provided public comment

Seeing no further comments, Chair Early closed public comments.

9. Adjournment

Chair Early adjourned the meeting at 7:42 p.m.

Respectfully Submitted,

J. Marte

Janeene Marte, Clerk of the Board

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----- (530) 661-0816

Topic: Approve On-Call Consulting RFP for Professional Services Including General Transportation Planning, Engineering, Environmental, Translation and Interpretation, Grant Writing and Strategy, GIS/Modeling, and Community Outreach/Engagement	Agenda Item#: Agenda Type:	4b Action	
		Attachments:	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>
Prepared By: L. Torney		Meeting Date: October 13, 2025	

RECOMMENDATION:

Direct staff to release the attached Request for Proposal (RFP) for On-Call Professional Services, to begin procurement of an on-call consulting “bench” of services for YoloTD staff. The proposed agreement duration is for three years with two optional one-year extensions and will not exceed \$5,000,000. The services provided will be on an as-needed basis.

BACKGROUND:

As a small agency, YoloTD requires consulting services for larger or more specialized tasks. Staff anticipates future projects and tasks will require outside support over the next three to five years. Historically, YoloTD has released individual RFPs for each project, which can be time-consuming and resource intensive. Developing an on-call bench allows YoloTD staff to request proposals directly from the bench and/or issue task orders to contractors on an ad hoc basis. This allows staff to complete tasks and projects more efficiently than procuring through a full RFP.

DISCUSSION:

YoloTD staff would like to release an RFP for on-call consulting services to be provided by up to three (3) consulting firms. Firms may include subconsultants in their proposals to fill the requirement for a minimum of 75% of the services listed below and in the attached RFP. The categories for the scope of services are:

- General Transportation Planning
- Engineering
- Environmental
- Translation and Interpretation
- Grant Writing and Strategy
- GIS/Modeling
- Community Outreach/Engagement

Importantly, staff is following a federally compliant procurement process, which will enable tasking the bench with nearly any color of money YoloTD might use or receive within the agreement timeframe. Additionally, staff does not necessarily intend to contract for the full agreement amount over the five years. The proposed limit simply enables YoloTD to assign tasks up to that amount without returning to the Board for an amendment if funding and staff resources allow. Any task within this agreement exceeding the Executive Director’s signing authority will request YoloTD Board approval. Furthermore, large projects that are potential candidates for the

on-call bench for a given fiscal year will be included in YoloTD's Annual Work Plan and Budget.

Attachment A includes a list of potential projects that may be completed by contractor(s) on the bench and their projected costs. The list is organized by Funding Categories, Sample Projects, and Amounts. The project list's purpose is to offer consulting teams (and the Board) a sense of the types of projects and skills for which YoloTD needs assistance. It does not guarantee that any or all projects will be pursued. The overall contract cost is higher to allow for unanticipated future projects and for cost escalation compared to Attachment A.

The "Work With YoloTD" webpage on the YoloTD website will be updated to include the information included in this staff report including the appropriate appendices and the Solicitation Timeline.

BUDGET IMPACT:

No direct budget impacts are associated with this Board action. Budget impacts will occur when Task Orders are issued.

ATTACHMENTS:

- Attachment A: Funding Categories, Sample Projects, and Amounts
- Attachment B: On-Call Request for Proposals, which includes the following appendices:
 - Appendix A: Scope of Services
 - Appendix B: Sample Agreement for Services
 - Appendix C: Insurance Requirements
 - Appendix D: Service Matrix
 - Appendix E: California Levine Act Statement
 - Appendix F: DBE Goal and Methodology

ATTACHMENT: A
ON CALL CONSULTING PROJECTS LIST AND ASSUMPTIONS

Category	Task	Assumptions	Sum of Amount
Engineering	Bus Stop Amenities Design & Engineering	10 shelters in Woodland w/ AHSC funds, other upgrades from SRTP	\$ 60,000
	Route 42 A /B Modernization	Up to 10 enhanced stops along 42A/B including technology	\$ 60,000
	YATC (segments #3+)	100% design for two additional YATC segments	\$ 900,000
	ZEV Electrification, Solar Shade Canopy, & Supplemental Battery,	\$2.4m x 35% for non-construction	\$ 840,000
			\$ 1,860,000
Environmental	Bus Washer / Water Recycler Permitting	Staff estimate for consultant time & permitting fees	\$ 70,000
			\$ 70,000
Community Outreach/Engagement	Outreach support including social media videos and website support	\$20K/year for 5 years	\$ 100,000
Engineering	Woodland Transit Center	100% design for improvements	\$ 150,000
General Transportation Planning	Ad-Hoc Route Planning	2 Re-Routes @ \$50,000 per route	\$ 100,000
	Countywide Transportation Improvement Plan	Analysis, research, outreach, 'YoloTD staff serve as project manager,	\$ 200,000
GIS/Modeling	Develop & update GIS layers	\$5,000 /yr * 5 years	\$ 25,000
Grant Writing and Strategy	Strategy	\$175/hr x 142 hrs	\$ 25,000
		Scope of Work <ul style="list-style-type: none"> • Review of Projects • Grant identification • Strategy development • Coordination meetings • Project management 	
	Ongoing Support	Ongoing support for grant identification and summary of grant guidelines, level of effort, project competitiveness.	\$ 60,000
		\$1,000/month x 12 months/year x 5 years	
	Planning Grant Writing	2 grants/year @ \$15,000 grant x 5 years	\$ 150,000
	Operations Grant Writing	2 grants/year @ \$15,000 grant x 5 years	\$ 150,000
	Interpretation	2x/Year @ \$300/hr x 3 hr event + Incidentals x 5 years	\$ 10,000
Translation and Interpretation	Translation	Press releases, outreach materials, reports	\$ 25,000
			\$ 995,000
Engineering	Bus Washer / Water Recycler	20% Design	\$ 50,000

ATTACHMENT: B

REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL TRANSPORTATION PLANNING AND CONSULTANT
SUPPORT SERVICES



350 Industrial Way, Woodland, CA 95776
(530) 661-0816 | Yolobus.com

Lola Torney
Senior Planner
LTORNEY@YCTD.ORG
530.402.2822

KEY RFP DATES (Subject to change):

Issue Date:	10/13/2025
Pre-Proposal Meeting	10/27/2025
Deadline for Questions:	11/10/2025
Submittals Due Date:	12/8/2025
Presentation/Interviews (if needed):	Week of 1/12/2026

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND
CONSULTANT SUPPORT SERVICES

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REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

1. INVITATION

The Yolo County Transportation District (YoloTD) intends to engage the services of qualified consulting firms or joint ventures (“Proposers” or “Consultants”) to provide on-call transportation planning and consultant support services (“Services”) as delineated herein.

The Agency, subject to Board of Directors' approval, intends to award a three-year base term contract, with up to two additional one-year option terms, for on-call Services to one (1) or more successful Proposer(s). The successful Proposer(s) will execute an Agreement for Services that includes a not-to-exceed compensation amount for Task Orders. Refer to Appendix B: Sample Agreement for Services.

The anticipated Board-approved, aggregate not-to-exceed contract amount for provision of the Services, including options if exercised, is \$5,000,000. The Services will be provided on an as-needed basis.

There is no guarantee of any amount of work or level of effort that will be ordered or allocated, or total compensation to be paid to Consultant(s) under the Agreement.

The Agency intends to adhere to the following solicitation timeline, which is subject to change at the Agency's sole discretion:

Solicitation Timeline

Activity	Date
Request for Proposal (RFP) Issued	October 13, 2025
Pre-Proposal Conference (optional)	October 27, 2025 at 12:30PM
Questions, and Requests for Clarification Due	November 10, 2025
Agency’s Response to Questions/ Requests for Clarifications	November 17, 2025
Proposals Due	December 8, 2025 by 5:00PM
In-Person Interviews (if required)	Week of January 12, 2026
Contract Award (tentative)	January 26, 2026
Notice to Proceed (tentative)	March 9, 2026

Proposals shall be in PDF format and sent through email to the YoloTD staff person noted on the front cover of this RFP. If the file is too large, a link to an online cloud sharing system

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

such as Dropbox or Sharepoint may be emailed instead. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

The Agency has a Disadvantaged Business Enterprise (DBE) program to encourage the participation of DBEs and Small Business Enterprises (SBEs) on contracts. The agency has an overall DBE goal of 0.76 percent (0.76%). For the on-call contract(s), YoloTD has set a five percent (5%) DBE goal. Additionally, YoloTD reserves the right to assign task-order-specific goals to federally funded Task Orders issued pursuant to the Agreements awarded pursuant to this RFP.

For questions regarding this RFP, please contact Lola Torney, Senior Planner at ltorney@yctd.org.



October 13, 2025
Date

Lola Torney
Senior Planner

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

2. INTRODUCTION

A. Definitions and Terms for this RFP

Yolo County Transportation District (“Agency” or “YoloTD”) is an independent special district responsible for bus operations, congestion management, specific highway improvement projects, and countywide transportation planning. As such, YoloTD is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. YoloTD works under a five-member Board of Directors (Board) mainly located in Woodland, California. For more information, visit <https://yolotd.org/>.

Proposer: An individual, firm or corporation who proposes to be the Prime Consultant in response to an RFP and to have contractual responsibility for all services contracted by the Agency for the Service.

Prime Consultant: The individual, firm, corporation, joint venture or other legal entity that has contracted with YoloTD to provide services for the Agency.

Key Personnel: The proposed Prime Consultant contract manager as well as other key staff identified by the Proposer who are essential to the successful completion and execution of the services called for in this RFP.

B. Summary and Term

The Services to be provided to the Agency consist of the following:

The Agency is engaged in a variety of transportation planning and consultant support services to develop policy, advance capital projects, develop infrastructure, and improve system capacity and performance. In addition, the Agency is charged with coordinating and leading efforts towards transportation, transit planning, economic development, financial planning, business and transportation analytics, land use, real estate, design, and outreach services.

The scope of services includes, but is not limited to, the following seven (7) categories.

- 1) General Transportation Planning
- 2) Engineering
- 3) Environmental
- 4) Translation and Interpretation
- 5) Grant Writing and Strategy
- 6) GIS/Modeling

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

7) Community Outreach/Engagement

Prior to submitting a response to this RFP, Proposers are advised to carefully review Appendix A: Scope of Services.

It is expected that the Proposer will be able to perform the preponderance of the work. The Proposer should highlight no more than ten (10) major subconsultants who, with the Proposer, will provide expertise in at least 75 percent of the scope of services. After contract award, Proposers may include additional subconsultants with the Agency's written approval prior to the issuance of any associated Task Order and to Consultant's commencement of any work under the associated Task Order.

YoloTD intends to enter into one (1) or more Agreements for Services ("Agreements") with qualified consultant(s), consisting of the highest-ranked Proposer(s), to be the on-call service providers. Please refer to Appendix B: Sample Agreement for Services, to this RFP. Task Orders, for specific projects or services during the contract term, will be issued to the on-call provider. YoloTD may elect to issue a Task Order Proposal Request (mini-RFP) or to conduct a competitive selection process.

If approved by the YoloTD Board of Directors or designee, the successful Proposers will execute on-call Agreements for a three (3) year base term with up to two (2), one-year option terms, not-to-exceed contract. Task Orders will be issued on an as-needed basis.

If YoloTD awards Agreements to a qualified bench of Consultants, YoloTD reserves the right, in its sole discretion, to exercise option terms with one or more of said Consultants.

YoloTD understands that Proposer teams may change in composition and expertise over the term of the Agreements. Accordingly, the Agency will consider Task Order proposals by firms that have not proposed on related scope elements in the initial RFP, and a firm may be engaged in a scope area other than those the firm proposed on in the RFP so long as the firm can provide evidence of qualifications.

C. Anticipated Compensation

The anticipated aggregate not-to-exceed amount for the Services is \$3,000,000 for a three-year base term and two one-year option terms for an additional \$1,000,000 each, if exercised, for a total of \$5,000,000. The Services will be provided on an as-needed basis and pursuant to Task Orders.

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND
CONSULTANT SUPPORT SERVICES

3. PROPOSAL CONTENT

A. Proposal Cover

All proposals are limited to 40 letter-size pages (8.5 inches by 11 inches) excluding the Proposal Cover, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Typestyle and size for graphics are at Proposer's option, but the font must be clear and legible.

Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between YoloTD and the firm(s) selected.

To be accepted for evaluation, proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

B. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized representative, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement) and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C: Insurance Requirements. Proposers must also state in writing that they agree to be bound by their proposal for 180 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

C. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

D. Team Composition, Qualifications, and References

Proposer must identify the Proposer's team including the Prime Consultant and no more than ten major subconsultants, who will be directly engaged in at least 75 percent of the scope elements listed in Appendix A: Scope of Services. All Proposers must fully complete

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

Appendix D: Service Matrix, to identify a minimum of 75 percent of the services listed in Appendix A: Scope of Services for which Proposer and its subconsultants intend to propose. No proposal will be accepted from a Proposer who has failed to comply with this requirement.

To be considered for award of an Agreement, each Proposer must provide information about its stability and ability to support the commitments set forth in response to the RFP. In addition, the Proposer and its proposed subconsultants must have expertise in the tasks specified in Appendix A: Scope of Services. The Agency, at its option, may require a Proposer to provide additional information and/or clarify submitted information.

Outline the Proposer team's capacity to successfully perform the desired services by including the following:

1) Organization chart showing the proposed team composition. The organization chart may present as much detail as the Proposer determines is sufficient to demonstrate the organization can deliver at least 75 percent of the scope of services. The organization chart shall identify position titles and staff names, and for Key Personnel, the proposed percentage of time that each of the Key Personnel will be dedicated to the Project. The organization chart shall indicate reporting and chain of command structure for the team. The organization structure shall suggest interfaces with the Agency's management and project controls staff and the Proposer's team. Implementation of these interfaces will be at the Agency's sole discretion and will be negotiated and adjusted if needed post-award with the Successful Proposer(s).

2) Describe understanding of and rationale for proposed on-call organization and intended approach to providing the work and tasks required in Appendix A: Scope of Services.

Additionally, Proposer must address the following aspects of these procedures in its proposal:

- a) Task Order Development and Procedures: Describe in sufficient detail the process by which your firm will prepare a Task Order Proposal in response to a Task Order Proposal Request.
- b) Task Order Management Plan and Procedures: Describe how Proposer will ensure that the quality of task management and work product, either from the firm or subconsultant, is within criteria set forth by the Agency. Describe at a minimum the approach to Task Order quality, strategy development, data analysis, subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation. Additionally, each Proposer must address the following aspects of these procedures in its proposal:

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Use of Subconsultants

A Consultant is expected to use no more than ten (10) major subconsultants to perform Services, and must include the subconsultant's name, location, key personnel, their qualifications, and their services, listed in Appendix A: Scope of Services. All proposed (no more than 10) subconsultants must be listed and submitted with the proposal and approved by the Agency prior to contract award. The Consultant must have prior written approval by the Agency if it intends to use additional subconsultant(s) throughout the contract period.

After contract award, the Agency's written approval of additional subconsultant(s) must be granted prior to the issuance of any associated Task Orders and prior to Consultant's commencement of any work under the associated Task Order.

DBE goals may be assigned to Task Orders based on the expected funding and scope. To this end and to the extent Proposers anticipate working with subconsultants to perform the Services, the Agency strongly encourages Proposers to work with DBEs. Consultants should list any DBEs and SBEs in their list of subconsultants, if applicable.

3) Proposers must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Proposer has provided similar services as those called for in Appendix A: Scope of Services. Include transportation agencies, if any. For each submitted reference, Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information.

If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. Each Proposer must submit sufficient evidence satisfactory to the Agency that the Proposer is in compliance with this section.

E. Key Personnel and Staff Qualifications and Availability

Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by the Agency. Substitution of Key Personnel without prior written approval by the Agency will constitute a breach of the Agreement. The Agency reserves the right to direct the removal of any individual, including Key Personnel whom the Consultant assigns to Task Orders issued under the Agreement.

Each Proposer must submit resumes of Key Personnel. This information must indicate sufficient evidence that proposed Key Personnel have the skills, qualifications, experience, and outcomes to successfully build multidisciplinary teams to address complex problems and ability to manage concurrent/overlapping work streams. Proposers must describe the

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depth and quality of previous experience and number of years providing similar services for proposed Key Personnel who are anticipated to be available for Task Orders issued during the term of the Agreement.

Proposer must submit resumes of their proposed staff to indicate staff's availability and the staff must have the skills, qualifications, and experience to complete the Services as further described herein and in Appendix A: Scope of Services.

F. Financial Qualifications

Each Proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant.

In addition, Proposers must demonstrate their ability to obtain insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter, or a certificate, from an underwriter confirming that the Proposer can be insured for the required amounts. At the Agency's discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected.

G. Cost Proposal and/or Labor Rates

All pricing, cost, and rate information must be included in the proposal including for the Prime and each subconsultant, if applicable.

H. Levine Act

The Levine Act (Government Code Section 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Agency Board Member from participating in any action related to a contract, if the Board member receives any political contributions totaling more than \$250 from a party or participant to a contract proceeding, or from their agents, within 12 months of the proceeding. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Agency Board members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 from a party or participant to the proceeding, or from their agents, for 12 months following the date a final decision concerning the contract has been made.

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Proposer must complete and submit with their proposal Appendix E: California Levine Act Statement.

I. Licenses and Certifications

Proposer and proposed Key Personnel must hold and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by the Agency. Consultant's proposed Key Personnel must possess and demonstrate proof of licenses and certifications required by each Task Order prior to commencing services pursuant to said Task Order.

J. Conflicts of Interest

The firm(s) selected to serve as Consultant(s) through this RFP will not be prohibited from working under separate contracts with YoloTD, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the terms of the Agreement. Proposer must provide a list in their proposal of its current contract(s) that involve work with YoloTD and a brief description of its job under the contract. Proposer must identify any potential conflicts that may comprise its delivery of unbiased work product(s).

By submitting a proposal, the Proposer represents and warrants that no director, officer, or employee of YoloTD is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits that may arise therein, as set forth in Article 4, Division 4, Title I (commencing with SEC. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

4. SOLICITATION PROCESS

A. Solicitation Timeline

The Agency intends to adhere to the timeline stated in the Invitation. However, the stated timeline may be amended at the Agency's sole discretion.

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B. Pre-Proposal Conference

A pre-proposal conference will be held virtually via Teams on October 27, 2025 at 12:30PM. Attendance at this meeting is not mandatory, but is highly recommended. The meeting will consist of a review of the solicitation process, requested services, and required proposal submittals. The meeting is anticipated to take up to one (1) hour. Proposers must email the YoloTD staff noted on the cover of this RFP to be invited to this meeting.

C. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing via email. The Agency's written response to Questions and/or Requests for Clarification will be posted on the webpage. Please refer to the solicitation timeline in the Invitation in this RFP for date and time deadlines.

D. Addenda to RFP

YoloTD reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.

Proposers that accessed any of the documents of the RFP will be notified of the issuance of any Addenda or response to requests for clarification; however, it is the Proposers' responsibility to monitor the website on a regular basis.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted, or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover. Proposer's failure to acknowledge in its proposal receipt of addenda may, at YoloTD's sole option, cause the proposal to be rejected.

If the Agency determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Agency determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

E. Submission of Proposals

Proposers must submit their proposal by email by the closing date and time. Hard copies will not be accepted; if submitted they will be returned (unopened) to Proposers without consideration.

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F. Cost of Proposal Development

This RFP does not commit the Agency to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against the Agency for costs incurred in preparing a Proposal and responding to this RFP.

G. Validity of Proposals

Submission of a proposal constitutes a firm offer to the Agency for 180 days from the submission deadline for proposals.

H. Withdrawal of Proposals

A Proposer may withdraw its proposal, without prejudice, through email prior to the proposal closing date and time. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if YoloTD fails to award the Agreement within the proposal validity period prescribed above in Section 4.G, Validity of Proposals, or any agreed-upon extension thereof.

I. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing consultant. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. The Agency intends to award a contract to the highest-ranked, most qualified, responsible Proposer(s) that submit a responsive proposal for provision of the Services.

The Agency may reject as non-responsive any proposal that does not include the required documents referenced herein. However, the Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

1) Selection Committee

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the technical proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below. The Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

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The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

2) Proposal Evaluation Process

The Proposers' proposal will be evaluated utilizing the criteria identified below. In ranking proposals, the Agency will consider the proposal material submitted, in-person interviews (if any are held) and any other relevant information about a given Proposer (i.e., references). The Agency will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals will be evaluated using the Evaluation Criteria described below and assigned points per criteria as indicated:

Evaluation Criteria	Score
<u>Team Composition, Qualifications, and Reference</u>	35
Consultant team composition (prime and no more than ten major subconsultants) and; demonstrated depth and breadth of experience in a minimum 75 percent of the scope of services (additional points are NOT awarded for responsiveness beyond 75 percent).	
Experience of Prime Consultant and proposed sub-consultants with on-call contracts, Prime Consultant's financial strength, including resources and capability to finance the work to be performed.	
Experience of Prime Consultant and proposed sub-consultants with on-time and on-budget delivery, Prime Consultant's Quality Control and Subconsultant Administration Plan.	
<u>Key Personnel and Staff Qualifications and Availability</u>	55
Experience, expertise and availability of proposed Prime Consultant contract manager; experience and outcomes related to building multidisciplinary teams to address complex problems, ability to manage concurrent/overlapping work streams.	
Experience, expertise and availability of proposed key staff from the Prime Consultant and proposed major sub-consultants, including but not limited to, task order/project managers, program managers, planners, policy advisors,	

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Evaluation Criteria	Score
designers, engineering support, operations analysts, strategists, economists, support and administrative staff; experience with projects/work similar in breadth and depth to the scope of services (breadth of experience and expertise within a minimum of 75 percent of the scope of services, noting that additional points are NOT awarded for responsiveness beyond 75 percent).	
<u>Reasonableness of Cost</u>	10
This portion of the proposal will be evaluated based on reasonableness of the proposed Labor Rates (including, but not limited to, the proposed hourly labor rates, overhead rates, profit fees, and/or billing rates) as submitted.	
Rates will be compared to rates the Agency or other comparable public agencies have paid for similar services, and in accordance with what is considered to be the industry's standard and customary costs for the services. Proposed costs may also be compared to any independent cost estimates. Additionally, this portion will be evaluated based on the Accounting System information submitted by Proposer.	
<u>DBE Preference</u>	5
This portion of the proposal will be evaluated based on DBE utilization as a percentage of the total team composition. The Proposer with the highest DBE utilization will receive the full 5 points.	
Total =	105

J. Interviews

Following the initial screening and review of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an in-person or virtual interview. If the Agency conducts interviews, it will do so with those Proposers found to be within the "competitive range." Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. The Agency expects that, at a minimum, the proposed Project Manager will attend the in-person interview; other Key Personnel may also attend. Please refer to the solicitation timeline for tentative interview dates.

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K. Revised Proposals, Interviews, and Negotiations

The Agency reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s)' site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of the Agency to do so. During this step, the Committee will evaluate Financial Statements and Audit Reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

The Agency also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process, and the Agency may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range will therefore not continue to the final step of the selection and evaluation process and will be notified as soon as it is practicable.

The Agency may accept the proposal or may negotiate with the highest-ranked firms the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit fees, and/or billing rates as applicable. At this time, the Agency may elect to request revised and/or best and final offers (BAFOs) from all firms remaining in the competitive range. At its sole discretion, the Agency may also reject all proposals. The Agency also may award an Agreement without conducting interviews or negotiations.

Given that Agreements may be awarded to a pool of Consultants, the Agency may elect to hold concurrent negotiations with two or more Consultants following the processes set forth above.

The Agency will initiate negotiations with the highest-ranked firm(s), and may open negotiations with the next-highest firm(s) at the same time, and will proceed accordingly until it is satisfied it has the best solution and value for the Agency. If negotiations are unsuccessful, the Agency will terminate the negotiations with said firm.

L. Contract Award

The Selection Committee will make a recommendation of award of Agreement(s), if any, to the Agency's Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by the Board or designee.

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If an award of contract is recommended to more than one firm, the firms will constitute a pre-qualified bench, to which Task Orders will be awarded during the Agreement term.

The successful Proposer(s), to whom award is made, must execute a written Agreement for Services on the Agency's provided form as set forth in Appendix B within 14 calendar days after Proposer(s) receive the form of Agreement for execution.

M. Protest Procedures

The Agency maintains written procedures that must be followed for all protests. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals must be filed in writing with the Procurement Administrator, at least five (5) calendar days prior to Proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, must be submitted in writing to the Procurement Administrator, within five (5) calendar days from receipt of the notice from the Agency advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Director, Contracts and Procurement, will respond to the protest in writing at least three (3) calendar days prior to the meeting at which staff's recommendation to the Agency's Board of Directors will be considered. Should Proposer decide to appeal the response of the Director, Contracts and Procurement, and pursue its protest at the Board meeting, it will notify the Director, Contracts and Procurement, of its intention at least two (2) calendar days prior to the scheduled meeting(s).

Failure to comply with the rules set forth herein may result in rejection of the protest. Copies of the complete protest procedures are available from the office of Contracts and Procurement.

N. Ex-Parte Communications

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the Procurement Administrator named in this RFP until after a Notice to Proceed has been issued by the Agency. There must be no communication with any officer, director, employee, or agent of the Agency, except as may be reasonably necessary to carry out the procedures specified in this RFP.

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Proposers and Proposers' representatives may not communicate with the Agency's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the Agency during a public meeting.

O. Confidentiality

1) Confidentiality and Waiver of Claims

- a) The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between Agency and the Proposer, is a public record that must be made available to the public.
- b) If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that the Agency withhold from disclosure the exempt information by submitting:
 - a. an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
 - b. a redacted copy of the proposal that redacts the purportedly exempt information; and
 - c. a separate "confidentiality index" including all of the following information:
 - i. The section and page number of the proposal where the information is located; and
 - ii. An explanation of why the information is exempt from disclosure under the CPRA.
- c) By submitting a proposal, Proposer:
 - d. consents to the release of the redacted version of the proposal; and
 - e. consents to the release of any portion of its proposal not included in the confidentiality index; and
 - f. waives all claims against the Agency, its directors, officers, employees, and agents, for the disclosure of such information.
- d) If the Proposer does not include a confidentiality index in its proposal, the Agency will have no obligation to withhold any information from disclosure and may release the information sought without liability to the Agency.

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- e) In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
- f) A Proposer may not designate its entire proposal as confidential. The Agency will not honor such designations and will disclose submittals so designated to the public without liability to YoloTD.

2) Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, the Agency may provide the redacted version of the proposal or may withhold material designated in the confidentiality index that is exempt from disclosure. If the Agency determines that information in the confidentiality index is not exempt from disclosure, the Agency will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless the Agency, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, the Agency reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

P. Waiver

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

Q. Agency's Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of the Agency. This RFP does not commit the Agency to award an Agreement(s), to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. The Agency reserves the right to modify or cancel in whole or in part this RFP,

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to reject any and all proposals, to accept the proposal it considers most favorable to the Agency's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The Agency further reserves the right to reject all proposals and seek new proposals when the Agency considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

5. CONTRACTUAL REQUIREMENTS

A. Agreement for Services

The selected Proposer(s) for the provision of the Services will each be required to execute an Agreement with the Agency describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This agreement must follow the Sample Agreement. All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, particularly the indemnification and insurance requirements.

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted as part of the Proposal. The Agency reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

B. Disadvantaged Business Enterprises (DBE) Policy

DBE suggestions are listed in Appendix F: DBE Goal and Methodology. The Agency has set an overall on-call contract goal of 5% and may also assign separate DBE goals for when issuing Task Orders.

C. Audit Requirements

The Consultant's(s') proposed rates and costs will be subject to audit in accordance with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31) and/or GAAP. Consultant(s) must cooperate with the Agency and its audit firm. After any audit

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recommendations are received by the Agency, the proposed rates and costs must be adjusted by Consultant(s) and approved by the Agency, to conform to the audit recommendations. Consultant(s) agrees that individual items of cost may be incorporated into the Consultant's(s') Agreement at the Agency's sole discretion to conform to the audit recommendations. Refusal by Consultant(s) to incorporate audit recommendations will be considered a breach of the Agreement for which the Agency will bar Consultant(s) from receiving Task Orders and may, at the Agency's sole discretion, be considered cause for termination of the Agreement.

Proposer(s) may be required to submit recent audit reports (not older than 18 months) of any subconsultant's direct and indirect rates prior to contract award and must state whether rates are consistent with Federal Cost Principle (Title 48, Code of Federal Regulations, Part 31). Each audit must have been conducted by the Federal Government, a Certified Public Accountant, or Independent Auditor. Proposer(s) must identify the audit source, contact name, phone number, and furnish copies of findings. If a Proposer(s) provides fully-burdened rates for approval, for themselves or for a subconsultant, the rates must be accompanied by proof where another public agency has recently approved the quoted rate, or some other justification acceptable to the Agency.

D. Federal Requirements

This RFP is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration.

E. Prevailing Wage Requirements

Prevailing Wage covered work is not included in this contract.

F. Substance Abuse Program

Not Applicable.

G. Other Governmental Agencies

Proposers are directed to the Appendix B: Sample Agreement, Section 16, which will apply in the event that one or more other governmental agencies wish to utilize the awarded Agreement to purchase services in accordance with the terms and costs indicated therein.

6. PROPOSAL CONTENT CHECKLIST

Note: Proposers must provide an unredacted version of their proposal. If Proposers are claiming that any portions of their proposal are confidential/proprietary, they must also

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provide a redacted version of proposal along with a confidentiality index. Reference Section 4.O.

- ☐ Proposal Cover

Include the completed and signed Proposal Cover, including acknowledgment of addenda, if any.

- ☐ Letter of Introduction, insurance requirements, Exceptions to the Agreement and Joint Venture Agreement, if applicable.

Reference Section 3.B. Any exceptions must be included in the proposal.

- ☐ Table of Contents

Reference Section 3.C.

- ☐ Approach to Providing Services (included in the 40 page-limitation)

Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization, and management plan.

- ☐ Subconsultant Management Plan

Reference Section 3.D. Proposers intending to use subconsultants must be listed. Use of any and all subconsultants must be approved in writing by the Agency's authorized representative.

- ☐ On-Call Team Organization

Reference Section 3.D.

- ☐ Task Order Management Plan

Reference Section 3.D.

- ☐ Company Qualifications, Experience, and References (included in the 40 page-limitation)

Reference Section 3.D.

- ☐ Qualifications and Experience of Key Personnel

Reference Section 3.E.

- ☐ Financial Statements and Insurance Requirements

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Reference Section 3.F for financial statement submittal and Reference Appendix C: for Insurance Requirements. Proposers must submit evidence of ability to provide insurance and meet the insurance requirements stated in the RFP. Said evidence must take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in Appendix C: Insurance Requirements, verification of availability of required insurance must otherwise be provided.

- ☐ Cost Proposal and/or Labor Rates

Reference Section 3.G.

- ☐ Levine Act

Reference Section 3.H and submit Appendix E: California Levine Act Statement.

- ☐ Conflicts of Interest

Reference Section 3.K. Proposer must provide a list in their Proposal of its current contracts that involve work with the Agency, including its relationship to each Agency and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

- ☐ Confidentiality Index, if applicable

Reference Section 4.O.

- ☐ Other Required Forms and Information

Submit all other required forms provided in this solicitation including Appendix D: Service Matrix.

7. SUBMISSION INSTRUCTIONS

Proposers must compile all pages and attachments into one PDF. Submittals must be sent via email to the staff noted on the cover of this RFP by the closing date and time. If the file

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is too large, a link to an online cloud sharing system such as Dropbox or Sharepoint may be emailed instead. Staff must confirm receipt in order to be considered.

Appendix A: Scope of Services

A detailed scope of work, budget, and schedule will be developed for the specific task orders to be issued by YoloTD for individual projects. Services will include, but are not limited to, seven (7) categories with examples of subtasks shown below:

Category 1: General Transportation Planning

- Conduct transportation planning tasks including transit planning tasks such as route alignment changes and scheduling
- Write reports and memos

Category 2: Engineering

- Develop plans and specifications for multi-modal, transit capital, and transit operations projects including first/last mile planning
- Conduct analysis on proposed engineering plans including bus turning movements or design review
- Develop cost estimates for capital projects
- Manage YoloTD capital construction projects (including interagency coordination, procurement services, and permitting)
- Conduct survey work

Category 3: Environmental

- Develop or review environmental documents for capital projects

Category 4: Translation and Interpretation

- Translate written copy to languages other than English on an as-needed basis
- Attend meetings open to the public and interpret what is said in the meeting into language(s) other than English to attendees
- Translate written copy from languages other than English into English for staff to respond as needed
- Provide on-demand interpretation services for customer services purposes

Category 5: Grant Writing and Strategy

REQUEST FOR PROPOSALS FOR ON-CALL TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES

- Develop a one-to-six-year plan for identifying which grant opportunities YoloTD should apply for based on upcoming capital and operational needs (as identified in the YoloTD workplan and Capital Improvement Program)
- Work with YoloTD to apply for grant funds. Tasks could range from writing entire grant applications with minimal YoloTD oversight to reviewing grant applications written by YoloTD staff prior to application submittal

Category 6: GIS/Modeling

- Perform GIS infrastructure development and maintenance
- Develop and maintain custom GIS web-based applications and mobile apps
- Perform spatial analysis and mapping
- Perform data and statistical analysis
- Conduct travel demand modeling and forecasting expertise, including travel market assessment, travel demand modeling, ridership analysis, and market segmentation

Category 7: Community Outreach and Engagement

- Perform and advise on equitable public and stakeholder outreach (including services led by local community-based organizations)
- Aide and produce visual communications and media including videos
- Perform market research and surveys
- Facilitation and collaboration services

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

CONSULTANT (“CONSULTANT”)

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
[NAME]

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be [NAME]
The name of the "LOCAL AGENCY" is as follows:
Yolo County Transportation District (YCTD or YoloTD)

The Contract Administrator for LOCAL AGENCY will be [NAME]

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal [DATE]. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 2) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. With the exception of services provided by the Law Office of Kirk E. Trost (TROST), CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT. TROST shall be solely responsible for any services provided by TROST and there shall be no recourse against either CONSULTANT or any other subcontractor or subconsultant.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services
CONSULTANT will perform the tasks in accordance with the Scope of Services attached hereto as Attachment 1.
- B. Right of Way
Not Applicable to this AGREEMENT.
- C. Surveys
Not Applicable to this AGREEMENT.
- D. Subsurface Investigations
Not Applicable to this AGREEMENT.
- E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in Attachment 1 of the AGREEMENT.

Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA, and or FTA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting are included in the fee.

- A. Checking Shop Drawings
Not Applicable to this AGREEMENT.
- B. CONSULTANT Services During Construction
Not Applicable to this AGREEMENT.
- C. Documentation and Schedules
CONSULTANT will document the results of the work in accordance with the deliverables identified in the Scope of Services attached hereto as Attachment 1 and the Project Schedule attached hereto as Attachment 3.
- D. Deliverables and Number of Copies
CONSULTANT will furnish [X] hard copies of the Final Plan for submittal to LOCAL AGENCY.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on **[DATE]**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **[DATE]**, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on time and materials. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$0**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- E. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due to the LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be e-mailed to LOCAL AGENCY's Contract Administrator at the following address:

[NAME]
[E-MAIL ADDRESS]

- F. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$[COST]**
- G. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due

LOCAL AGENCY from CONSULTANT is determined.

- F. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

- H. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- I. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.
- Accepted rates will be as follows:
- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. With the exception of the services provided by TROST, CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with

a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
- 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 - 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 - 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 - 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at

<https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- D. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- E. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- F. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- G. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- H. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

- . The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- A. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- B. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows

a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. [49CFR26.55](#) defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 10%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 1002: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems

appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.

3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant

factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, 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) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either 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 LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT and results of the services to be rendered by CONSULTANT under this AGREEMENT ("Work Product") shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the Work Product to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Notwithstanding any provision to the contrary, CONSULTANT shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing its services as CONSULTANT's subconsultant under this AGREEMENT. Also, notwithstanding any provision to the contrary, intellectual property owned or created by any third party other than CONSULTANT, CONSULTANT's subconsultants, or LOCAL AGENCY ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or CONSULTANT's subconsultants prior to or independently of any of its performance of this AGREEMENT ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of LOCAL AGENCY or works made for hire under this AGREEMENT. CONSULTANT shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT grants LOCAL AGENCY an irrevocable, non-exclusive, nontransferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, and derive from perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for LOCAL AGENCY to utilize and enjoy CONSULTANT's services and the Work Product for their intended purposes.
- D. Nothing herein shall constitute or be construed to be any representation by

CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

- E. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
- F. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT

without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL

AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. 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.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: 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 the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be

appropriate, including, but not limited to:

- i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1)

no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

[NAME]

[ADDRESS]

LOCAL AGENCY:

[NAME]

[ADDRESS]

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

Yolo County Transportation District

[NAME]

Autumn Bernstein

[NAME]

Date: _____

Date: _____

APPENDIX C: INSURANCE REQUIREMENTS

(Carried over into the Agreement as Attachment A)

INSURANCE

The insurance requirements specified in this Section shall cover CONSULTANT's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONSULTANT authorizes to work under this Agreement. CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for insurance coverage in each subcontract shall not be less than 1) Commercial General Liability: \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled; 2) Automobile Liability: \$1,000,000 each accident; 3) Statutory Workers Compensation and Employer's Liability: \$1,000,000 each accident or disease; and 4) any other insurance coverage related to the scope of work under the subcontract. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall assume any and all costs and expenses that may be incurred in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella liability coverage to maintain certain requirements outlined below, these policies shall follow form of the underlying policies, and satisfy all specified coverages and stipulations, including provisions that the CONSULTANT's insurance be primary without any right of contribution from the Yolo Transportation District. Prior to beginning work under this Agreement, CONSULTANT shall provide the Yolo Transportation District's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits for its employees and all persons employed directly or indirectly, as required by Section 3700 et

seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.

- b. The CONSULTANT shall also maintain Employer's Liability coverage with minimum limits of **\$1 million** each accident or disease.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 for bodily injury and property damage coverage of at least **\$5 million** per occurrence, a general aggregate limit of at least **\$5 million**, and **\$5 million** products and completed operations aggregate. Such insurance shall cover all of CONSULTANT's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Bodily and Personal injury.
 - Property Damage.
 - Advertising injury.
- b. Such insurance shall include the following coverage and endorsements as further detailed in the Endorsements Section below:
 - Additional Insured for ongoing operations and completed operations.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) providing bodily injury and property damage coverage with a combined single limit of at least **\$5 million** each accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
 - All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following coverage and endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory .
 - Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONSULTANT's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the Yolo Transportation District, if any.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

5. Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the Yolo Transportation District and having minimum limits of liability of **\$5 million** per claim or occurrence and **\$5 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement. Professional Liability insurance shall be maintained for three (3) years following termination of this Agreement.

6. Contractor's Pollution Liability.

Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **\$5 million** per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the Yolo Transportation District as insureds.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella Liability policies, except the Workers' Compensation, Employer's Liability, and Professional Liability, shall include as Additional Insureds the Yolo Transportation District and its respective directors, officers, employees, agents, and volunteers while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally. The Commercial General Liability policy shall be endorsed using ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations or exact equivalents providing the same coverage.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella Liability policies shall contain a waiver of subrogation in favor of the Yolo Transportation District and its respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced Commercial General Liability and Automobile Liability policies and any Excess and Umbrella Liability policies shall allow and be endorsed primary, and the CONSULTANT and its insurance company(ies) shall be liable for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the coverage, self-insurance, or insurance of Yolo Transportation District.

4. Separation of Insureds.

The referenced Commercial General Liability policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Yolo Transportation District as Additional Insureds shall not in any way affect the Yolo Transportation District's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONSULTANT.

The purpose of this coverage is to protect CONSULTANT and the Yolo Transportation District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONSULTANT shall provide to Yolo Transportation District, a Certificate of Insurance and endorsements with respect to each required policy to be provided by the CONSULTANT under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The Yolo Transportation District Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance and Endorsements to:
Yolo County Transportation District 350 Industrial Way Woodland, CA 95776
AND

Email Address: ltorney@yctd.org

In addition, the CONSULTANT shall promptly deliver to Yolo Transportation District certificates of insurance and endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate and endorsements shall be delivered to Yolo Transportation District not less than three (3) business days after the expiration date of any policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to Yolo Transportation District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice, the CONSULTANT shall provide written notice to Yolo Transportation District of a cancellation no later than five (5) business days before cancellation or immediately upon non-payment of premium.

Submit written notice to:

Yolo County Transportation District 350 Industrial Way Woodland, CA 95776
AND

Email Address:

2. Acceptable Insurers.

All policies shall be placed with insurers acceptable to the Yolo Transportation District with an AM Best Rating of A- VIII or better.

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the Yolo Transportation District and CONSULTANT's agreement to waive subrogation against the Yolo Transportation District respecting any and all claims that may arise, CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONSULTANT's personnel and equipment have been removed from the Yolo Transportation District property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONSULTANT's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONSULTANT shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the Yolo Transportation

District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the Yolo Transportation District seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for an action or lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subconsultant, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subconsultant is not a named defendant in the action or lawsuit.

On-Call Consultant Support Services Matrix

Company Name:		Date:	
Contact:		Email:	

Instructions: (Must Read)

Proposer must identify the Proposer's team including prime consultant and up to 10 major subconsultants. All Proposers must identify a minimum 75 percent of the services listed in Appendix A: Scope of Services for which Proposer and its subconsultants intend to propose in order to be treated as responsive to the RFP. No proposal will be accepted from a Proposer who has failed to comply with this requirement. Note that proposed teams do not have to offer experience in all areas of the scope. Although Proposer and/or subconsultants are allowed to engage in joint efforts to propose on the same subcategory, the points assigned to the subcategory will not be aggregated.

The Scope of Services includes, but is not limited to seven (7) main categories. Weight by points is assigned to each category service based on its priority. Proposers may score up to 100 points on the Support Services Matrix. However, in the "Evaluation Criteria," additional points will not be awarded for responsiveness beyond 75 percent (75 points on the Support Services Matrix).

- 20 points are assigned to Category 1: General Transportation Planning
- 20 points are assigned to Category 2: Engineering
- 5 points are assigned to Category 3: Environmental
- 15 points are assigned to Category 4: Translation and Interpretation
- 15 points are assigned to Category 5: Grant Writing and Strategy
- 10 points are assigned to Category 6: GIS/Modeling
- 15 points are assigned to Category 7: Community Outreach and Engagement

Total from Seven Main Categories	
Category 1	
Category 2	
Category 3	
Category 4	
Category 5	
Category 6	
Category 7	
Total out of 100 points	0



Appendix E: California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Yolo County Transportation District (YoloTD) Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires a member of the YoloTD Board who has received such a contribution to disclose the contribution on the record of the proceeding. A list of YoloTD Board members can be found at <https://yolotd.org/about-us/yolotdboard/>. Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any YoloTD Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

___ YES ___ NO

If yes, please identify the Board Member(s):

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

___ YES ___ NO

If yes, please identify the Board Member(s):

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

Signature of authorized individual

Name of authorized individual

Name of firm or company

Date



Federal Transit Administration
(FTA) Overall DBE
Goal-Setting Methodology

For

FFY 2023-2026

Goal Period

Submitted in fulfillment of:

Title 49 Code of Federal Regulations Part 26

This analysis is prepared exclusively for YoloTD; it is non-transferable and is not to be duplicated.



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DBE GOAL METHODOLOGY

I. INTRODUCTION

The Yolo County Transportation District (YoloTD) herein sets forth its Overall Disadvantaged Business Enterprise (DBE) Goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal Year (FFY) goal period of 2023-2026 (October 1, 2023 through September 30, 2026), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 "Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs." The purpose of the DBE goal-setting process is to level the playing field so that DBEs can compete fairly for Department of Transportation-assisted contracts, however, the program must be narrowly tailored in accordance with applicable law.

II. BACKGROUND

YoloTD is a recipient of U.S. Department of Transportation (USDOT) and Federal Transit Administration (FTA) funding. As a condition of receiving this assistance, YoloTD signed an assurance that it will comply with FTA's DBE requirements. In accordance with Title 49 CFR Part 26 provisions: Participation by DBEs in USDOT Programs, YoloTD is required to develop and submit a Triennial Overall DBE Goal for its FTA-assisted projects.

YoloTD presents its Overall DBE Goal Methodology for FFY 2023-2026.

III. FTA-ASSISTED CONTRACTING PROGRAM FOR FFY 2023-2026

Table 1 represents YoloTD's FTA-assisted contracting program, which consists of projects considered in preparing this goal methodology. These projects, including Facilities Maintenance, Rebuild of Engines and Transmissions, Automatic Passenger Counters, Engineering Services and Advertising Agencies contracting opportunities, are anticipated to be awarded during the triennial period:

Table 1: FTA-Assisted Contracting Program	
PROJECT NAME/DESCRIPTION	TOTAL ESTIMATED PROJECT COSTS
Transit Operations:	
Facilities Maintenance	\$ 106,217.15
Rebuild Engines and Transmissions	\$ 465,408.10
Automatic Passenger Counters	\$ 385,092.00
Total, Operations \$ 956,717.25	
Planning:	
Engineering Services	\$ 4,807,000.00
Advertising Agencies	\$ 400,000.00
Total, Planning \$ 5,207,000.00	
TOTAL \$ 6,163,717.25	

Table 2 provides a summary of the categories of work with estimated cost breakdown for each. Categories of work are groups utilizing comparable North American Industry Classification System (NAICS) codes for purposes of weighting the categories of work based on estimates.

Table 2: Summary of Category of Work

CATEGORY OF WORK	NAICS CODE	ESTIMATED % BY NAICS	ESTIMATED FEDERAL \$ BY		Total
			NAICS	DBE % of Total	
Engineering Services	541330	77.99%	\$ 4,807,000.00	0.00%	\$ 13,617.56
Advertising Agencies	541810	6.49%	\$ 400,000.00	0.00%	\$ 25,806.45
Software, Computer Merchants	423430	6.25%	\$ 385,092.00	0.41%	\$ 1,597.89
All other Facilities/Shop maintenance	811198	9.24%	\$ 569,408.10	0.83%	\$ 4,725.38
Facilities/Exterminating Services	561710	0.04%	\$ 2,217.15	0.41%	\$ 9.20
TOTAL		100%	\$6,163,717.25		\$ 45,756.49

IV. GOAL METHODOLOGY

Step 1: Determination of a Base Figure (26.45)¹

To establish YoloTD's Base Figure of the relative availability of DBEs to all comparable firms (DBE and Non-DBE) available to bid or propose on YoloTD FTA-assisted contracting opportunities projected to be solicited during the triennial goal period, YoloTD followed the prescribed federal methodology to determine relative availability. This was accomplished by assessing the *California Unified Certification Program (CUCP) DBE Database of Certified Firms* and the 2015 *U.S. Census Bureau County Business Patterns Database* within YoloTD's market area (defined as Sacramento, Solano, and Yolo Counties) for each of the categories of work defined in Table 2.

YoloTD's local market area consists of the geographic area where a substantial majority of contracting dollars are expended and/or where the substantial majority of contractor and subcontractor bids or quotes are located.

In accordance with the formula below, the Base Figure is derived by dividing the number of ready, willing, and able DBE firms identified for each work category by the number of all firms identified for each corresponding work category (relative availability), weighting the relative availability for each work category by the corresponding work category weight from Table 2 (weighted ratio), and adding the weighted ratio figures together.

$$\text{Base Figure} = \sum \frac{(\text{Number of Ready, Willing and Able DBEs})}{\text{Number of All Ready, Willing and Able Firms}} \times \text{weight} \times 100$$

¹ 26.45 represents Title 49 CFR Part 26 regulatory goal setting methodology reference.

- ⇒ For the numerator: CUCP DBE Database of Certified Firms
- ⇒ For the denominator: U.S. Census Bureau's Business Patterns Database

A concerted effort was made to ensure that the scope of businesses included in the numerator was as close as possible to the scope included in the denominator.

The result of the Base Figure calculation is .74% as shown in Table 3 as follows:

Table 3: Base Figure Calculation

CATEGORY OF WORK	DBES	ALL FIRMS	CATEGORY WEIGHT	WEIGHTED RATIO
Fuel	0	241	0.00%	0.00%
Bus Transit System	0	241	0.00%	0.00%
Automotive Body Paint and Interior Repair	0	241	0.00%	0.00%
Bus Washer Replacement (Construction)	0	241	0.00%	0.00%
Engineering Services	1	353	77.99%	0.22%
Advertising Agencies	6	93	6.49%	0.42%
Software, Computer Merchants	1	241	6.25%	0.03%
All other Facilities/Shop maintenance	2	241	9.24%	0.08%
Facilities/Exterminating Services	1	241	0.04%	0.00%
TOTAL			100.00%	0.74%

Calculation Detail for Engineering Services:

Base Fig = Σ	<u>1</u>	X	\$ 4,807,000.00	X	100
	353				
	0.28%		\$ 13,617.56		0.22%

Step 2: Adjusting the Base Figure

Upon establishing the Base Figure, YoloTD reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within the market area, in accordance with prescribed narrow tailoring provisions set forth under 49 CFR Part 26.45: Step 2; DBE Goal Adjustment guidelines.

Evidence considered in making an adjustment to the Base Figure included Past DBE Goal Attainments and Other Evidence, as follows:

A. Past DBE Goal Attainments

As historical DBE participation attainments provide demonstrable evidence of DBE availability and capacity to perform, YoloTD proceeded to calculate past DBE participation attainments for the three prior (3) federal fiscal years for which DBE attainment data is available. The table below reflects the demonstrated capacity of DBEs (measured by actual historical DBE participation attainments) on FTA-assisted contracts awarded by YoloTD within the three (3) federal fiscal years prior to the goal period.

Table 4: FTA DBE GOAL ATTAINMENT	
FEDERAL FISCAL YEAR (FFY)	FTA DBE GOAL ATTAINMENT %
2020-2021	0.30%
2021-2022	0.36%
2022-2023	0.30%

The median DBE attainment for the past three years is lower than the Base Figure derived from Step 1; however, this low attainment is due in part to staff and leadership turnover at the agency, which created a loss of institutional memory and inconsistent implementation of DBE procedures during FFYs 2020-2022.

B. Bidder's List

YoloTD will create and maintain a bidder's list consisting of all firms proposing on prime contracts, and subcontracts on YoloTD's U.S. DOT-assisted contracts. For every firm, the following information will be maintained:

1. Firm Name
2. Firm Address
3. Firm Status as a DBE or non-DBE
4. Type of Work of Firm

YoloTD will maintain the confidentiality of any proprietary information in accordance with applicable California laws. This information will be requested of all bidders.

C. Disparity Study

YoloTD has considered the evidence presented in recent disparity studies that were conducted by Caltrans (2014) and determined that these findings do not match the nature and scale of the anticipated contracts to be issued during the FFY2023-FFY2026 DBE cycle. Should new contracting opportunities occur that would require revisions to YoloTD's Overall Goal, disparity studies will again be considered as a source of information that may warrant further adjustments to the Base Figure.

D. Other Available Evidence

YoloTD is not in possession of other information that would have an impact on the DBE goal assessment.

V. PROPOSED OVERALL DBE GOAL

YoloTD is currently operating a strictly race-neutral DBE Program. As such, YoloTD will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The Final Proposed Overall DBE Goal for FFY 2023-2026 for YoloTD's FTA-assisted contracts is 0.74%. As a part of the prescribed goal-setting methodology, YoloTD must project the percentage of its Proposed Overall DBE Goal that can be met utilizing race-neutral and race-conscious measures.

Race-Conscious & Race-Neutral Projection

YoloTD intends to continue to use race-neutral methods to meet the overall DBE goal of 0.74% for FFY 2023-2026 in accordance with Title 49 CFR Part 26.51.

Table 5: Race-Conscious & Race-Neutral Projections	
DBE Adjusted Base Figure	0.74%
Race-Conscious Component	0%
Race-Neutral Component	0.74%

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately.

VI. RACE-NEUTRAL IMPLEMENTATION MEASURES

YoloTD will continue using a number of race- and gender-neutral remedies to outreach and promote the participation of DBEs and small businesses in YoloTD's FTA-assisted contracting program. YoloTD plans to continue or implement the following race-neutral measures for FFY 2023-2026 and will continue to explore other options for consideration based on YoloTD's success in meeting its overall DBE goals based on these efforts. YoloTD will:

- Ensure contracting barriers do not exist by using contracting arrangements (such as arranging solicitation, times for the presentation of bids, quantities, specifications, and delivery schedules) that facilitate participation by DBEs and other small businesses and make contracts more accessible to them.
- Configure large contracts into smaller contracts to make contracts more accessible to small businesses, when feasible, providing it would not impose significant additional cost, delay, or risk to YoloTD.
- Provide prompt payment clauses in all contracts.
- Provide technical assistance and other business related services, as requested and as appropriate.
- Assist in overcoming limitations in bonding and financing, when requested and as appropriate.
- Provide services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
- Provide outreach and communications programs related to contracting opportunities and procedures to ensure the inclusion of DBEs and other small businesses on mailing lists soliciting bids and proposals.
- Require prime bidders on multi-year design-build contracts or other large contracts to specify elements of the contract of specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

- Ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
- Provide information about the availability of the CUCP DBE database, through print and electronic means, to potential prime contractors, DBEs, public agencies, and the general public. Encourage prime contractors to use the DBE database to solicit DBE firms. Encourage eligible DBEs to become certified, and to remain certified, so they will be listed in the DBE database.

Fostering Small Business Participation²

YoloTD has incorporated a small business element into the DBE Program. The small business element applies to sub-recipients in the same way as YoloTD's DBE Program. YoloTD will ensure that any sub-recipients implement YoloTD's approved small business element. If a sub-recipient has its own DBE Program separate from YoloTD's DBE Program, the sub-recipient is responsible for creating and implementing its own small business element.

An important part of YoloTD's small business element is its outreach activities. These outreach efforts include active, effective steps to increase small business participation, such as soliciting bids/proposals from DBEs and SBEs, responding to requests for information, participating at pre-bid and pre-proposals meets, and participating at outreach and training events for DBEs and small businesses. YoloTD will collaborate with regional resources by pooling resources and/or creating joint programs for review and approval by FTA.

VII. PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, and in consultation with the FTA Office of Civil Rights, YoloTD will consult with minority, women, local business associations, and community organizations within the market area and provide them with an opportunity to review the triennial goal analysis and provide input.

On or before February 15, YoloTD will issue a Public Notice on YoloTD's website publishing the Draft Proposed FTA Overall DBE Goal-Setting Methodology for FFY 2023-FFY 2026. The notice will inform the public that the proposed goal and rationale are available for inspection at YoloTD's principal office during normal business hours and online for 120 days following the date of the Public Notice.

Additionally, YoloTD will plan for and advertise two meetings in the first quarter of 2025 to solicit input from local businesses and stakeholders regarding its updated Goal. One meeting will be held during business hours and one in the evening, to maximize opportunities for engagement from those with varying work schedules. Both meetings will be virtual, on either Zoom or Teams, to minimize barriers imposed by transportation. The discussions will focus on updating interested businesses and stakeholders of the District's DBE Goal, providing information on upcoming/potential contracting opportunities, receive feedback and comments on the District's goal and methodology, and receive feedback and suggestions for improving the program and participation. YoloTD will log all participation from the workshops, and revise and/or adjust the Goal Methodology as appropriate based on any comments and feedback received.

² See Title 49 CFR Part 26 Section 26.39 "Fostering Small Business Participation."



The meetings will be advertised to local Chambers of Commerce in Yolo and Solano Counties, as well as regional Chambers of Commerce that prioritize minority-owned businesses including the Sacramento Hispanic Chamber of Commerce, the Capitol Black Chamber of Commerce and the Sacramento Asian Pacific Chamber of Commerce. For a complete listing of Chambers of Commerce who will be invited to participate, see Attachment 1.

Additionally, the meetings will be advertised to all relevant DBE firms in the CUCP DBE Database of Certified Firms.

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776 --- (530) 661-0816

Topic: Informational Update on Goals, Process and Timeline for New Transit Operations Contract	Agenda Item #: Agenda Type:	5 Information
		Attachments Yes No
Prepared by: A. Bernstein		Meeting Date: June 9, 2025

RECOMMENDATION:

Receive informational update and provide feedback on the goals, process and timeline for procuring a new transit operations contract.

BACKGROUND:

Currently, YoloTD contracts with Transdev Services Incorporated (Transdev) for operation of all our transportation services including YoloBus (Fixed Route), YoloBus Special (Paratransit) and Beeline (Microtransit). The current contract with Transdev took effect on August 1, 2018. The base term of the agreement is seven (7) years and ended July 31, 2025. The contract also provides for up to five (5) additional option years at YoloTD's sole discretion.

The length of the current contract is extraordinary by industry standards. Typically, contracts have a base period of 3-5 years, with 1-2 additional option years. Long contracts present challenges in keeping up with market conditions, which can lead to price shocks and uncertainty about future budgets. They also limit YoloTD's options for addressing performance problems.

YoloTD has amended the current contract twice, once in 2020 and again in 2021, to address challenges created by the COVID pandemic and associated shocks to the labor market. Despite these amendments, Transdev has struggled to hire and retain staff at all levels of our operation, from management staff to bus operators, dispatchers and mechanics.

Additionally, the 2018 contract is structured around a very different set of operational requirements and service levels. Microtransit (BeeLine) was an optional add-on in the 2018 contract, but has now become a major part of our service. YoloBus' fixed-route operation is now significantly smaller than it was in 2018, and our in-bus technology requirements are changing rapidly.

At the June 9, 2025 meeting of the Board of Directors, the Board directed staff to exercise a one-year contract extension with Transdev, through July 31, 2026. The Board also directed staff to begin preparation of a new procurement, with the intent of releasing a Request for Qualifications in December 2025 and having a new contract take effect on August 1, 2026.

DISCUSSION:

The procurement of a new transit operations contract is one of the agency's most consequential decisions. It will touch nearly every aspect of our agency's core mission, vision and values. To prepare for this procurement, YoloTD staff reviewed recent procurements for five comparably-sized transit agencies in Northern California. We also met with and interviewed veteran transit professionals about industry best practices.

Given YoloTD staff and management turnover since 2018, and the current management team’s lack of experience in prior procurements, we decided early on to recruit outside expertise to assist with this procurement. We have partnered with a specialized consulting firm that brings extensive experience in transit operations procurement, [Capitol Government Contract Specialists](#) (Capitol GCS). Resumes for the Capitol GCS team are included as Attachment A.

Process and Timeline

The procurement of a transit operations contract typically takes 8-12 months. Working backward from our goal of an **August 2026** start date, we propose to release the Request for Qualifications in **November 2025**, with responses due in **February 2026**, and Board approval of a new contract in **April 2026**.

A **tentative** timeline is included below (subject to change):

YoloTD Board Approves RFP	November 17
RFP Issued	November 18
Pre-Proposal Conference and Facility Tour	January 7
Questions Due	Jan 17
Agency’s Response to Questions	Jan 28
Proposals Due	February 6
Interviews	Week of March 2
Contract Award	April 13
Notice to Proceed	April 18
Contract Start Date	August 1

Roles and Responsibilities for Procurement

Staff and Consulting Team: Executive Director Autumn Bernstein will serve as the Project Manager for this procurement, with support from Director of Transit Operations Daisy Romero and Senior Planner Courtney Williams, and the team from Capitol GCS.

The staff and consulting team will prepare the procurement materials with input from the Board and stakeholders, including the Technical Advisory Committee and Citizens Advisory Committee. The staff and consulting team will also facilitate the evaluation process, conduct a technical analysis of bids received, and coordinate the work of the evaluation panel.

Evaluation Panel: We will convene an evaluation panel to review and score bids, participate in interviews with the top bidders, and make a recommendation to the Board of Directors on which bidder to select. The evaluation panel will include representatives from YoloTD member jurisdictions, other transit agencies, and regional partners. Entities which have confirmed their willingness to participate include:

- City of Davis
- City of West Sacramento
- City of Woodland
- Yuba-Sutter Transit

- Unitrans
- Sacramento Area Council of Governments (SACOG)

Citizens Advisory Committee: The CAC will have an opportunity to review key provisions of the Request for Qualifications before it go to the Board of Directors for approval. CAC input on how to strengthen/improve the procurement will be shared with the Board. Staff recommends that the CAC should, at their discretion, appoint one member of the CAC to participate in the evaluation panel as a non-voting member.

Technical Advisory Committee: The Technical Advisory Committee will have an opportunity to review key provisions of the Request for Qualifications before they go to the Board of Directors for approval. CAC input on how to strengthen/improve the procurement will be shared with the Board. We anticipate that multiple members of the Technical Advisory Committee will serve on the evaluation panel.

Board of Directors: The Board of Directors has the following responsibilities:

- 1) Authorize the release the Request for Qualifications (November 2025)
- 2) Authorize the award of the contract to the preferred proposer (April 2026)
- 3) In the event that one or more bidders files a bid protest, review the protest, gather information and take any actions the Board deems fit to resolve the protest (As needed).

Priorities for New Transit Operations Contract

Staff are seeking input from the Board on priorities for the next transit operations contract. The Board's input will be used to inform development of the RFQ and evaluation criteria.

Suggested priorities include:

1. Service Quality and Reliability

Ensure that transit services meet required performance standards (on-time performance, reliability, cleanliness, customer service, etc.).

2. Cost-Effectiveness

Achieve best value for public funds. Control and predict operating costs through a well-defined contract structure that avoids unnecessary redundancies and prioritizes efficiency.

3. Accountability and Performance Management

Define clear, concise performance metrics (KPIs) and penalties/incentives to ensure contractor accountability.

4. Workforce Recruitment and Retention

Provide competitive compensation and benefits to maintain a stable and reliable Yolobus workforce. Require workforce protections (e.g., "right of first refusal") to preserve institutional knowledge and minimize further loss of long-term employees.

5. Safety and Risk Management

Prioritize safety for Yolobus passengers, staff and all others who interact with our services. Transfer appropriate operational risks to the contractor.

6. Flexibility and Scalability

Structure the contract to adapt to changing transportation needs and funding conditions, including service reductions or expansions, without penalties.

7. Innovation and Efficiency

Encourage the use of innovative practices and technologies to foster continuous improvement in service delivery, customer experience, and cost-effectiveness.

8. Compliance with Regulations and Reporting Requirements

Ensure that the contractor complies with all federal, state, and local laws, including labor laws, safety standards, and environmental regulations. Assist YoloTD with meeting reporting requirements by providing mandatory information in a timely manner and appropriate format.

FISCAL IMPACT:

Due to the age of the current contract, the cost of operating YoloBus services are likely to increase significantly over the current contract. The magnitude of these cost increases are not yet known until we test the market.

Staff is committed to living within our financial means with this new contract. We have several methods of controlling costs within our overall budget, despite a likely increase in service costs.

Contracts of this type are typically structured around two types of cost: fixed costs and variable costs.

- **Fixed** costs stay constant regardless of how much service we operate (eg management fees, preventative maintenance costs, safety and training programs).
- **Variable** costs go up or down depending on how much service we operate. Typically, transit agencies pay these variable costs based on the number of service miles and/or number of service hours the contractor provides.

Transit operations contracts are structured this way in recognition of the inherent uncertainty in the transit funding environment. Changes in service levels, as long as they are within a reasonable range, do not require us to rebid or amend the contract. Actual compensation to the contractor increases or decreases depending on how much service is actually operated.

It is possible that costs will increase so dramatically that we can no longer afford to operate transit service at current levels. In that case, the YoloTD Board will decide which services to reduce, and those service reductions will be implemented by the contractor.

Currently, we are in the process of updating the Short Range Transit Plan (SRTP). This federally-mandated plan prescribes any changes in services planned for the next 5-7 years. We are preparing three scenarios for the SRTP:

- **Status Quo Service Scenario:** Assumes we have sufficient funding to continue providing services at the same level as today, while absorbing modest cost increases in the new contract.
- **Increased Service Scenario:** Assumes service levels increase as new/expanded funding becomes available at the state, federal or local levels and operations costs increase modestly.
- **Reduced Service Scenario:** Assumes service levels decrease due to sharply higher operations costs and/or reductions in available funds.

All three scenarios will be presented to the Board and approved as part of the SRTP. In the event that it becomes necessary to reduce transit service, the SRTP's reduced-service scenario will provide the roadmap for those service cuts.

Concurrently, we are continuing to plan educational budget workshops for the Board. The first workshop, an overview of state and federal funding sources, was held in May 2025. The second workshop, on how YoloTD allocates costs among our various funding sources, is slated for November 2025. The third budget workshop, focused on options for growing revenue to support YoloTD operations, will take place in early 2026. The

completion of these workshops will position the Board to make decisions about whether and when to reduce costs and/or pursue new/expanded revenue sources.

Attachments:

A. Resumes for Capitol GCS Consulting team



KEVIN N. FAULKNER

Senior Procurement Consultant – Buy America

CAREER SUMMARY:

A highly knowledgeable professional with 40 years' experience in Fleet Maintenance and 29 years' experience in Transit Maintenance and Operations, that includes specification development, design, production oversight/vehicle delivery and Buy America compliance. Experienced in project management, production/delivery of vehicles, systems facility, and traction power equipment.

PROFESSIONAL EXPERIENCE:

CAPITOL GOVERNMENT CONTRACT SPECIALISTS

Senior Transit Consultant:

2021 - PRESENT

- Member of the Transit Executive Bench
- Provide executive level transit consulting services to local, state, and federal transit agencies

SUN TRAN

Director of Procurement/Project Management:

2013 - 2020

- Direct and manage the Sun Tran capital programs, projects, and procurements to include projects associated with the Regional Transit Authority including the expansion service for Sun Tran and Sun Van
- COVID Resource Control Officer for evaluation and approval of products and services for the Tucson Transit systems
- Responsible for the day-to-day activities of the Sun Tran Procurement Department for commodities and services
- Facilitate all FTA capital procurements for the transit system to included bus and vehicle procurements
- Oversight of the development of the technical specifications for the rail vehicle procurement

Director of Project Management:

2007 - 2013

- Coordination of required programs, specification development for buses, support vehicles, paratransit vehicles and facility expansion projects
- Oversight of development of the technical specifications for the Traction Power Substation procurement.
- Contract Representative for oversight of the engineering, design, and production of the Traction Power Substation
- Designated Rail Activation Technical Manager and System Integration Test Manager

Director of Maintenance:

1999 - 2007

- Planned, directed, coordinated, and defined controls for the maintenance of the bus maintenance facilities and vehicles
- Coordinated and recommended major capital purchases, supervised maintenance staff of 98 employees
- Oversight for vehicle maintenance, body shop, component rebuild, parts department, environmental, technical training, quality control, warranty, budget controls, safety, and general fuel island servicing for fleet of 206 transit buses

RYDER/MLS TRANSIT DIVISION

General Manager Maintenance:

1993 - 1999

- Management of contract transit maintenance facilities for three transit authorities
- Management of fleet for fixed route, paratransit buses and support vehicles, supervised up to 26 employees
- Responsible for maintenance of the operation of all bus equipment from engine, transmission rebuilding to air conditioning and preventative maintenance
- Oversight of budget, inventory control, environmental and safety management and building maintenance

MUSTANG AUTOMOTIVE

Owner/Manager:

1985 - 1992

- Owned and operated a small, complete automotive repair shop, which included repair of all types of cars, trucks, and forklifts as well as collision repair, paintwork, and total restoration
- Management of up to five employees

EDUCATION:

Cortez Community College

- Certificate in Diesel & Automotive Technology



RICK RAMACIER

Senior Transit Consultant

CAREER SUMMARY:

- 32 years of expertise in public transit leadership, advisement, advocacy, employee relations, project planning, zero-emission technology, procurement, and ADA accessibility.
- 24 years as GM/CEO of a successful mid-sized agency with a \$40 million budget, overseeing 121 buses, 55 paratransit vehicles, and five million annual trips.
- Developed a diverse management team, personally mentoring and grooming the new GM/CEO for the agency.
- Created the Bay Area Clipper Executive Board to manage the regional transit fare payment system.
- Maintained County Connection's financial stability, with nearly a year's worth of operating revenue in reserve despite the pandemic.
- Successfully negotiated fair and sustainable labor agreements with employees and unions.
- Oversaw four major system overhauls, each increasing ridership and/or productivity by at least 10%.
- Created the "One-Seat" paratransit ride program for ADA riders, improving accessibility across multiple transit systems.
- Worked with state and federal officials on funding and legislation, earning recognition as California's Transit Manager of the Year in 2008.

PROFESSIONAL EXPERIENCE:

CAPITOL GOVERNMENT CONTRACT SPECIALISTS

Senior Transit Consultant

April 2023 - Present

- Executive level consulting in governmental relations, policy development, program management, and project monitoring, including legislation, budget, and administrative oversight.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY (COUNTY CONNECTION)

General Manager

January 1998 – December 2021

Director of Service Planning, Paratransit & Legislation

May 1995 – December 1997

Manager of Accessible Services & Legislation

December 1994 – April 1995

Manager of Accessible Services

August 1992 – November 1994

Transit Planner/Analyst

September 1989 – July 1992

EDUCATION:

Syracuse University – Maxwell School of Citizenship & Public Affairs

- Masters of Public Administration

University of Wisconsin, River Falls (1985)

- B.S. in Political Science & Urban Studies

KEY HIGHLIGHTS:

- Chair of the MTC Clipper Executive Board February 2020 thru December 2021
- Chair of the MTC Bay Area Partnership Board 2015-2021 & 2008-2010
- Chair of the CalACT Legislative Committee 2001-Present
- Chair of the California Transit Association (CTA) State Legislative Committee Dec 2018- Dec 2021
- Chair of the CTA Transportation Development Act (TDA) Reform Task Force Jan 2019 – Dec 2021
- Chair of the American Public Transportation Association (APTA) Access Committee 2010-2013
- Chair of the Contra Costa County Welfare-to-Work Transportation Committee 1997-98
- Presented Paper, "Overcoming Transportation Barriers with Aging Programs" to the 1996 White House Conference on Aging



MILO VICTORIA

Senior Transit Consultant

CAREER SUMMARY:

Over 41 years of metropolitan transit operations experience. He has led multiple agencies through the years with hundreds of employees on his teams while bringing numerous projects to fruition.

PROFESSIONAL EXPERIENCE:

CAPITOL GOVERNMENT CONTRACT SPECIALISTS

Senior Operations Consultant

2018 - Present

- Member of the Transit Executive Bench, providing executive-level consulting services to local, state, and federal transit agencies.

BYD – Build Your Dreams

General Manager

2017 - 2018

- Was involved in Planning, Production, Quality Assurance, Quality Control, Accounting, Human Resources, Warehousing, Expansion, fiscal responsibility for all the cost centers, and delivery of vehicles

VICTORIOUS GOLD PARTNERS

Chief Executive Officer

2013 - 2017

- Developed leadership skills and optimized staff performance by capitalizing on strengths and facilitating effective strategies for Senior Leadership.
- Provided strategic guidance on COAs, BRT development, grants, planning, scheduling, finance, labor relations, operations, and performance metrics to achieve desired results.
- Established supplier relationships with transit leadership to introduce innovative products/services and pioneered hydrogen fuel technology in automotive and motorcycle fields.

OMNITRANS

Chief Executive Officer

2010 - 2013

- Secured funding and oversaw the \$192 million grant acquisition, construction, and launch of the agency's first Bus Rapid Transit (BRT) route.
- Collaborated with legislators, federal agencies, local officials, labor unions, and senior management to advance legislation and provide effective leadership and guidance.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Assistant General Manager, Bus Service

2007 - 2010

- Ensured the overall performance of Bus Service, which includes a fleet of 1,500 buses and 4,000 employees with a 1,500 sq. mile service area in three jurisdictions, Maryland, Northern Virginia, and the District of Columbia
- Provided leadership and management for several departments including Transportation, Maintenance, Quality Assurance, Operations Control Center, Non-Revenue Operations, Planning, Scheduling, and management of the D.C. Circulator

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Deputy Executive Officer

2002 - 2007

- Oversaw Central Maintenance operations for a fleet of 2,600 buses and 1,800 non-revenue vehicles, managing heavy maintenance, mid-life rebuilding, and fleet quality assurance.
- Led a team of 380 employees, including directors, managers, mechanics, and clerical staff, ensuring efficient fleet management and maintenance operations.
- Collaborated with executive leadership — including the CEO, COO, and Sector General Managers — to align maintenance activities with overall agency objectives.

Division Manager

1982 - 2002

- Led a team of over 150 employees, including supervisors, mechanics, technicians, service personnel, and clerks, and conducted disciplinary hearings and assessments.
- Developed and implemented organizational plans and performance metrics to help the division achieve its goals and objectives

EDUCATION:

University of Phoenix

- Bachelor of Science, Business Finance

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776--- (530) 661-0816

Topic: Informational Update on Automatic Passenger Counters Project	Agenda Item#:	6
	Agenda Type:	Information
		Attachments: Yes No
Prepared By: D. Romero and D. Gomez		Meeting Date: October 13th, 2025

RECOMMENDATION:

Receive an informational update on the project to collect ridership data using Automatic Passenger Counters.

BACKGROUND:

What are Automatic Passenger Counters?

Historically, YoloTD has collected ridership data through its farebox system, known as GFI. Farebox data relies on operators manually pressing buttons on the farebox when passengers board. Several times per week, each farebox is “probed” whereby data and cash are securely removed from the farebox, counted and reconciled. Farebox data are supplemented through ridecheck data every three years. During a ridecheck year, interns ride along a random sample of trips on every Yolobus route throughout the year. The ridecheck data is then analyzed and sent to the National Transit Database in accordance with FTA policy.

In recent years, increasing numbers of transit operators have transitioned to a new technology to collect ridership information, known as Automatic Passenger Counters, or APCs. APCs are sensors mounted inside each bus that detect passengers boarding. The sensors are connected to the vehicle’s other hardware and software systems, so the APCs are able to link passenger boardings to other data points, such as date, time, route number and stop location. This provides the opportunity for more detailed data about ridership than is possible with farebox data, and at a (theoretically) lower cost than sending interns to collect ridecheck data.

However, APCs are not without their drawbacks. The technology works imperfectly in the best of times, with significant upfront costs and requiring continuous monitoring and troubleshooting. Below is a timeline regarding the APC project, from funding commencement through today.

Partial Funding (FY 20-21)

The original application for APC’s began when staff applied for, and won, partial funding for the project from Sacramento UZA discretionary funds in FY 20-21. However, the project was not fully funded until FY 22-23.

Full Funding (FY 22-23)

The total project cost for the APCs, excluding staff time, is \$385,092. In FY 22-23, the remaining project funds were identified from a mix of state and federal sources. In total, the project is funded with 78% federal funds totaling \$300,298. 22% of the project cost (\$84,794) is provided by State Transit Assistance funding.

Procurement (June – November 2023)

The procurement for the APC's began in June of 2023. Because the APCs must be compatible with our existing in-bus technology systems (CAD/AVL), YoloTD staff procured the APCs via a sole-source procurement with TripSpark Technologies (aka Trapeze Software Group, Inc), the provider of our CAD/AVL system. Through TripSpark, we purchased 55 front door APCs and 50 rear door APCs along with 3 spares.

Contract Signed (November 2023)

The Final APC contract was approved by the YoloTD board on November 13th, 2023.

Installation (Jun 2024-July 2024)

The APC installation took approximately one year. The installers worked within our constraints of only being able to pull one to two buses out of service at a time. They did encounter some issues with power and data cabling on the Gillig buses. On the Gillig front door panel, the hydraulic arm is positioned in a way that makes routing the APC cables difficult. One bus subsequently experienced cable damage, so the contractor made an additional trip to replace the damaged cable and inspected/corrected all other installations on Gilligs that were prone to this problem.

APC Calibration (Sept 2024 – May 2025)

After all APCs were installed and working, YoloTD staff began reviewing the data and observed many inaccurate counts, as measured through load balance (defined as the number of boardings equaling the number of alightings for each scheduled trip of each route). Through further troubleshooting and consultation with the vendor, we recognized there was an issue with calibration of the APCs. Our staff IT Support Technician Daniel Gomez went through each bus, adjusted settings, and verified that changes to the sensors had a positive effect. After adjustments, YoloTD Staff saw more accurate counts, though still not at the level we would like to see. Load balance improved to around 65% as a result of calibration. We requested support from the TripSpark team to help diagnose why the counts were still off.

Power Fluctuations on Route (July 2025 – August 2025)

A TripSpark technician performed a ride-along to test the APCs in service. While testing in the yard showed normal operation, on-route testing revealed that the APCs were experiencing power fluctuations. When these fluctuations occur, the APCs fail to detect when the doors are open, resulting in missed passenger counts.

TripSpark recommended tracing the I/O wiring for the door sensors to check for any damage or shorts and verifying that the APC receives 2.5 volts when the door signal is off and 12 volts when on during operation. Currently, the buses that have the majority of the issues are the Orions, which are our oldest buses, as well as the Gilligs. These two types of buses make up the majority of our fleet, which is 54 vehicles. Of those 54 vehicles, six (6) are experiencing power fluctuation issues.

DISCUSSION:

Current Status

This section summarizes some of the issues we are currently working to resolve with the APC project.

Low Ridership Routes: TripSpark explained that routes with lower ridership may show a higher percentage of error due to small miscounts. For example, if a route has only 10 riders and the count is off by one or two, this results in a 10–20% discrepancy. In many cases, these variances occur when drivers are counted as passengers while stepping off the bus, or when small children are not counted upon boarding but are counted when exiting. For routes with these discrepancies, TripSpark recommended verifying counts manually through video review.

The APC manufacturer offers an option to integrate APCs with the camera system to reduce missed counts. Before pursuing this, we will speak with other agencies that have used this feature to see if they had positive results.

Issues with Aging, Mixed Fleet: YoloTD also experienced issues related to the age of some of our buses. The older vehicles have several wiring harnesses and cables showing signs of deterioration and damage, contributing to inconsistent data. Additionally, the mixed composition of our fleet adds to troubleshooting time. For example, on our Gillig buses, the Connect Card readers are mounted above the street-side wheel, which is outside the APC reader's designated area. In other words, this creates a blind spot for the APC readers when people board and then pause to tap their connect card. Due to this, the riders are counted once when they board and then are counted again when they tap their card because the APC think they are a new rider. This positioning has caused double counts that required significant troubleshooting and adjustments to resolve.

The MCI buses present unique challenges for the APC system. The passenger counting sensors have difficulty accurately detecting boardings and alightings due to the stair configuration on these vehicles. Although we are using configuration settings from another agency that operates APCs on their MCI buses, the system still experiences significant miscounts.

Feedback from Other Transit Operators: To understand if our experience has been atypical, YoloTD staff consulted with other transit agencies who have APCs in their vehicles. We've heard that other agencies have had their share of APC issues. Some agencies have even taken the step of shutting them off completely because of technical issues or only use them on select vehicles in their fleet, rather than their entire fleet.

Other Considerations that have Affected the APC Project

Several factors impacted the progress and completion of the APC project, including staffing limitations and competing priorities:

- **Dual Job Responsibilities**

Since April 2024, one staff member has been performing the duties of both the IT Lead and IT Support Technician. Responsibilities have included maintaining server updates and patching, monitoring security software, maintaining office PCs and laptops, managing the phone system, installing IT equipment on new buses, and overseeing the IT department's budgeting and purchasing. This staff member also handled system backups until October 2024, when a third-party contractor, Apex, assumed responsibility for that function.

- **Cellular Router Upgrade Project**

The sole IT staff member has also been managing the Cellular Router Upgrade Project. This involved coordinating meetings with vendors, purchasing necessary equipment, installing devices on buses, and configuring and setting up all related systems.

- **Daily IT Field Technician Duties**

Routine IT support and maintenance tasks have continued throughout this period. These include servicing and troubleshooting in bus equipment such as the AVL system, DVR system, Connect Card fare system, and headsighn messaging. All of this work has been performed by the sole IT staff member.

- **Transdev Staffing Shortages**

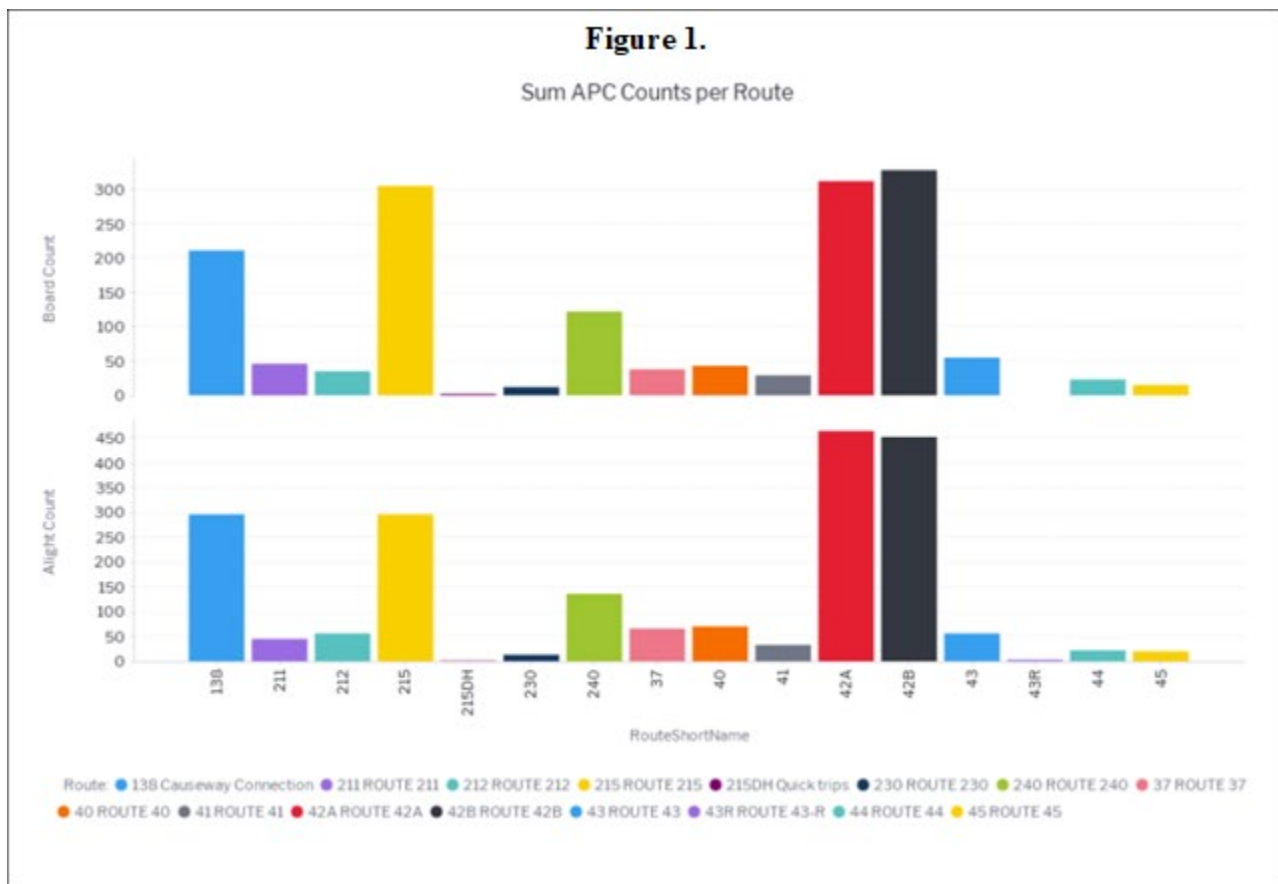
Transdev has experienced staff turnover and vacancies throughout the APC project, including the Maintenance Manager and Safety Manager (the latter of which has been vacant since April). We rely on

both these management positions to train and direct the work of Transdev operators and maintenance staff to use equipment properly, identify when equipment is not working, and report issues to our IT staff. When those positions are vacant or experience turnover, it disrupts our ability to quickly identify and troubleshoot issues with our in-vehicle technology.

Sample APC Data Reports

The APCs are currently functioning and reporting data. While we do not yet have confidence in that data to replace our existing farebox reports, we provide a sample of that data here for the Board's information.

In **Figure 1. SUM of APC counts per Route** we can see ridership by route for September 30, 2025. This provides a snapshot of current data collection progress. While this data has not been validated against farebox data, it is generally consistent with the ridership we typically see across our different routes.



In **Figure 2. Ridership by Top 20 Stops for Routes 42A and 42B**, we can see ridership data for the Top 20 stops for Routes 42A and 42B on September 30, 2025. In this graph you will see that the top stops are in red with ridership 21 and higher, Medium in yellow is between 11-20 riders per stop, and in green you will see the lowest riders per stop with 10 and under.

Figure 2.					
Top 20 Boarding Stops by Route and Direction 42B			Top 20 Boarding Stops by Route and Direction 42A		
Shows the 20 stops with the most boarding activity			Shows the 20 stops with the most boarding activity		
Service Day 09/30/2025			Service Day 09/30/2025		
42B			42A		
42B ROUTE 42B Counter-Clockwise			42A ROUTE 42A Clockwise		
StopCode	Board Count	BoardsPerDay	StopCode	Board Count	BoardsPerDay
Count Fair Mall -Depart	77	77	5 th St. & Cantrill/Greystone (WB)	38	38
Anderson at Hanover	24	24	County Fair Mail	36	36
L St. at 5 th St.	21	21	L St. at 5th St.	22	22
Mace at 2 nd St. (SB)	18	18	Terminal B (Airport)	21	21
Russell at California	17	17	Russell at A St.	19	19
Anderson at Russell SB	15	15	W. Capitol at Enterprise	17	17
W. Capitol at Enterprise	14	14	5 th St. & Post Office/Pole Line Rd (WB)	16	16
Covell at Sycamore	13	13	9 th St. at K St.	16	16
UC Davis Memorial Union	12	12	E. Main at Matmor	15	15
J St. at 8 th St.	12	12	Terminal A (Airport)	14	14
W. Capitol at Merkley	11	11	Merkely at W. Capitol	12	12
5 th St. at G St.	8	8	5 th St. 7 Pole Line Rd/D.M.V (WB)	11	11
5 th St & Post Office/Pole Line (EB)	7	7	E. Main at Industrial (EB)	9	9
Terminal B (Airport)	7	7	UC Davis Memorial Union	7	7
5 th St. & Cantrill/Police Station (EB)	6	6	Capitol Mail at fornt St.	6	6
Russell at A St.	6	6	5 th St. at I St.	5	5
9 th St. at K St.	6	6	J St. at 8 th St.	5	5
W. Capitol at Sycamore	5	5	Anderson at Hanover	4	4
W. Capitol at Westacre	5	5	J St. at 6 th St.	4	4
Captiol Mail at Fron St.	5	5	Cabaldon Pkwy at Sutter Heath Park (WB)	4	4
Cell	BoardsPerDay Between 4.00 And 0.00				
Cell	BoardsPerDay Between 5.00 And 10.00				
Cell	BoardsPerDay Between 11.00 And 20.00				
Cell	BoardsPerDay Greater than or equal to 21.00				

In **Figure 3. Ridership by bus for the day of 10/04/2024** we can see the load balance by bus number. We are aiming for load balance of 85%- 115%. Anything above or below that range is a red flag that the APCs are not functioning properly. In addition to the APCs themselves not functioning, we can also see skewed load balances because our bus operators are not taking certain steps. For example, if a bus is starting a new trip with riders staying on board, the bus operator must update the counts to account for those passengers so they are not double-counted. This happens for passengers who travel through the County Fair Mall on the Route 42A and 42B. While they may not even leave their seat, technically they have “transferred” from one trip of the 42A/B to the next.

Figure 3.

10/04/2025														
Event Service Day														
Vehicle	Boards	Alights	Difference (Alight-Boards)	%Diff	Load Balance %	Revenue Trip Count	Revenue Boards	Revenue Alights	Non-Revenue Task Boards	Non-Rev Task Alight Count	Non-Revenue Boards (Off-Task)	Non-Revenue Alights (Off-Task)	OnTask Boards	OnTask Alights
1701	227	227	0	0.00%	100.00%	13	225	219			2	8	225	219
1702	234	228	-6	2.60%	102.63%	11	208	223			26	5	208	223
1703	94	92	-2	2.15%	102.17%	9	93	87			1	5	93	87
1704	115	113	-2	1.75%	101.77%	10	112	110			3	3	112	110
1705	134	133	-1	0.75%	100.75%	6	131	132			3	1	131	132
1708	59	42	-17	33.66%	140.48%	8	58	41			1	1	58	41
1801	0	0	0	0.00%	0.00%	4	0	0			0	0	0	0
1805	112	138	26	-20.80%	81.16%	11	109	130			3	8	109	130
1807	181	175	-6	3.37%	103.43%	7	179	173			2	2	179	173
1808	99	95	-4	4.12%	104.21%	4	91	85			8	10	91	85
1902	5	5	0	0.00%	100.00%	2	5	5			0	0	5	5
1903	76	77	1	-1.31%	98.70%	9	72	74			4	3	72	74
1905	57	70	13	-20.47%	81.43%	6	50	64			7	6	50	64
1907	12	106	94	-159.32%	11.32%	6	10	106			2	0	10	106
1908	9	5	-4	57.14%	180.00%	5	0	0			9	5	0	0
5703	4	5	1	-22.22%	80.00%	0					4	5	0	0
729	0	5	5	-200.00%	0.00%	0					0	5	0	0
730	2	2	0	0.00%	100.00%	0					2	2	0	0
731	45	56	11	-21.78%	80.36%	7	43	52			2	4	43	52
743	2	2	0	0.00%	100.00%	0					2	2	0	0
744	8	9	1	-11.76%	88.89%	0					8	9	0	0
745	0	2	2	-200.00%	0.00%	0					0	2	0	0
750	175	183	8	-4.47%	95.63%	5	154	158			21	25	154	158
751	110	43	-67	87.58%	255.81%	6	105	39			5	4	105	39
Total	1,760	1,813	53	-469.01%	97.08%	129	1,645	1,698			115	115	1,645	1,698

Next Steps

YoloTD staff are committed to continued testing and troubleshooting to improve APC performance. Our goal is to achieve close to 100% load balance across all APCs on all our vehicles. But we understand that this will require continuous daily monitoring and troubleshooting, and may not always be possible given limited staff capacity.

On the bright side, we still have farebox data and ridecheck data that we can use to track ridership. We also have smaller datasets from Connect Card and Zippass which have not historically been integrated into our ridership reports but could be. As we transition to tap-to-pay payment readers over the coming year, this will provide an additional source of data.

Ultimately, it seems likely that APC data will not be the one-stop solution to our data needs but will be one of multiple data sources that must be integrated to get a complete picture of our ridership and performance.

In the coming months, we will begin validating APC data against our other data sources to get a sense of which buses and routes are achieving reasonably accurate data on a continuous basis.

We will continue providing periodic reports to the Board on the progress of this project.

FISCAL IMPACT:

The APC purchase and installation was fully funded in the prior year budgets. Ongoing troubleshooting, repairs and calibration are being performed by YoloTD and Transdev staff within our existing budget.

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Long-Range Calendar	Agenda Item#:	7d	
	Agenda Type:	Information	
		Attachments:	<div>YesNo</div>
Prepared By: A. Bernstein		Meeting Date: October 13, 2025	

RECOMMENDATION:

The following agenda items are tentatively scheduled for upcoming meetings of the YoloTD Board of Directors.

Long Range Calendar Agenda Items

Nov 17, 2025

- CLOSED SESSION: Annual Performance Review for Executive Director
- Authorize Release of RFP for Transit Operations Contract
- Budget Workshop # 2: Cost Allocation
- FY25-26 Q1 Financial and Internal Controls Update
- MOU with Sacramento Regional Transit for New Mobile Payments App (Masabi)

Dec 8, 2025

- Appoint Chair and Vice-Chair for 2025
- Short Range Transit Plan Update: Hi/Lo Funding Scenarios + Results of Phase 2 Outreach
- Annual Unmet Transit Needs Process: Results of Public Outreach
- Approve Board Meeting Schedule for 2026

January 2026

- Appointments to CCJPA and CARTA
- Adoption of Short Range Transit Plan