

REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: April 21, 2021

Agenda Number: D-2

SUBJECT:

Agreement with WSP USA for the development of the Madera Transit Plan (Madera Metro) in the amount of \$100,000

RECOMMENDATION:

Adopt a resolution approving the agreement with WSP USA for the transit consulting services for the development of the Madera Transit Plan

SUMMARY:

The goal in producing the Madera Transit Plan is to evaluate the City's transit system and devise operational and policy changes that will improve Madera Metro transit services. Goals include improving connectivity with other modes of transportation and systems to advance multi-modal transportation within the region. Other goals are to evaluate the changes (routes and service) that should be implemented or enhanced, in order to improve the efficiencies and the connectivity with current and planned transportation systems. The Madera Transit Plan may include redesigning or structuring its three fixed routes, updating schedules, improving headways, reducing miles traveled, increasing ridership, and/or devise new service boundaries.

The Madera Transit Plan Services Assessment overall project objective will include:

- Facilitate community forums, Committee meetings, and Public Hearings.
- Develop and implement a survey to determine what transit issues/needs are of the most concern to the public.
- Compile survey results to inform Project Committee, City staff and other stakeholders as identified

- Catalog, map, and inspect all bus stops on the fixed route including bike path/lane accessibility and determine if stop is essential or deemed obsolete
- Confirm headways on all Routes in varying conditions, i.e., peak, non-peak and document unchangeable issues such as traffic due to school dismissal or speed limits
- Research (including Madera County Transportation Commission – Active Transportation Plan), compile and/or formulate policy recommendations on best practices for new/retiring stops, improving headways and schedules, developing efficient route, enhancing safety, and fueling timetables
- Draft the Madera Transit Service Design Standards. The design standards are to establish policies and procedures to follow when seeking transit improvements and/or route alterations.
- Evaluate current fixed routes efficiencies and propose new routes updates as deemed necessary
- Prepare final grant report to include results of studies commissioned, consultants research on proposed improved practices by November 2022

DISCUSSION:

According to the 2014 Transportation Plan and Sustainable Communities Strategy the forecast of traffic generated by the projected population, housing, and employment projects that total vehicle trips will increase by approximately 93 percent between 2010 and 2040 in the County. Furthermore, vehicle miles of travel in 2040 are forecasted to increase by approximately 44 percent from 2010, due to longer trips and commute trips to and from Fresno. The 2014 Regional Transportation Plan (RTP) also focuses on creating a more balanced, multi-modal transportation systems, and more accessible land use patterns to support social equity objectives, such as helping the poor access education and employment opportunities, and helping disabled people access medical services and social activities.

Therefore, working on the Madera Transit Plan will contribute to the implementation of the RTP's goals and objectives, including the regional 2017 Active Transportation Plan, which will serve as a guide in developing the proposed study and plan. In addition, with the proposal to move the Amtrak station to a new location within the County, it is imperative that connectivity with transit be addressed at the forefront. Without a current comprehensive study for transit, the City is unable to effectively plan and invest capital dollars in amenities at proper locations to support transit goals and meet the needs of the community.

Consultant Selection Process

A competitive Request for Proposals (RFP) for consultant services was released on February 17, 2021 and closed March 9, 2021. The Madera Transit Plan Services Assessment – RFP No. 202021-04 received three responses from transit consulting firms that expressed interest.

The anticipated consultant selection schedule was as follows:

- Proposal review and evaluation: March 8, 2021 – March 17, 2021
- Oral Interviews: March 22, 2021 – March 25, 2021
- Cost Negotiation with first ranked consultant: March 29, 2021 – April 9, 2021
- City Council approval of Proposal: April 21, 2021
- Contract Award and Notice to Proceed: April 26, 2021

A summary of the selection process are summarized in the following tables:

- Table 1 provides the names of the consulting firms that responded and the Cost Proposal of services to be offered
- Tables 2, 2.1, and 2.2 reflect how each firm was evaluated
- Table 3 provides the names of the proposal reviewers/interview panel

Table 1: Transit Consulting Firms	
<i>Consultant</i>	<i>Cost Proposal</i>
WSP USA	\$100,000
LSC Transportation Consultants, Inc.	\$98,350
Moore & Associates	\$100,000

Table 2: Proposal Evaluation Scores					
<i>Consultant</i>	<i>Qualification and Experience</i>	<i>Organization & Approach</i>	<i>Scope of Services</i>	<i>Local Presence</i>	<i>References</i>
WSP USA	280.00	195.00	75.00	75.00	142.50
LSC Transportation Consultants, Inc.	280.00	195.00	75.00	60.00	150.00
*Moore & Associates	240.00	165.00	30.00	60.00	138.75

*In accordance with the criteria established in the solicitation, Moore & Associates proposal was determined to be outside the competitive range.

Table 2.1: Oral Interview Scores		
<i>Consultant</i>	<i>Interview Presentation by Team</i>	<i>Q & A Response to Panel</i>
WSP USA	140.00	187.50
LSC Transportation Consultants, Inc.	115.00	202.50

Table 2.2: Proposers Final Rating	
<i>Consultant</i>	<i>Total Score and Ranking</i>
WSP USA	1,225.00 (1)
LSC Transportation Consultants, Inc.	1,207.50 (2)
Moore & Associates	753.75 (3)

Table 3: Proposal Reviewers	
<i>Name</i>	<i>Title</i>
Ivette Iraheta	Grants Administrator
David Huff	Program Manager
Michelle Avalos	Grants Specialist

Based on the combined scores between the Proposal and Oral Interview, WSP USA was determined to be the highest and most qualified Transit Consulting Firm to develop the City's Madera Transit Plan.

FINANCIAL IMPACT:

The CalTrans Sustainable Communities Grant was awarded in the amount of \$100,000 with a local cash match of \$12,956 which will be covered through the use of Local Transportation Funds to cover City staff time. Grants Department staff has reached an agreement with WSP USA to ensure that the services included in the proposal will not exceed the \$100,000. Therefore, this agreement has no impact to the City's General Fund and will not exceed the grant award amount.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Madera Transit Plan Services Assessment supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 121.1
 - Provide a needs assessment including all forms of transportation.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

ALTERNATIVES:

Potential Council alternatives include:

- Not to approve the Resolution for the Agreement.
- Make modifications to the Agreement, per the direction of Council and per continued negotiations with WSP USA

ATTACHMENTS:

1. Resolution
2. Exhibit 1 – WSP USA Agreement
3. Exhibit 1.a – Memorandum of Negotiation

4. Exhibit 2 – Scope of Work
5. Exhibit 3 – WSP USA Cost Proposal
6. Exhibit 4 – Request for Proposals No. 202021-04
7. Exhibit 4.a – RFP Addendum 1
8. Exhibit 4.b – RFP Addendum 2
9. Exhibit 5 – RFP No. 202021-04, Evaluation Criteria and Results

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT WITH WSP USA FOR THE
ASSESSMENT OF THE MADERA METRO TRANSIT SERVICES SYSTEM AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY**

WHEREAS, the City of Madera (City) is in need of a qualified and experienced transit consulting firm for an assessment of the Madera Metro transit system; and

WHEREAS, the City has released a Request for Proposals (RFP) on February 17, 2021 for the completion of the Madera Transit Plan – Services Assessment; and

WHEREAS, after conducting the RFP process, the City received proposal from three Transit Services Consulting firms; and

WHEREAS, with careful review and consideration, the City desires to retain consulting services of WSP USA for the completion of the Madera Transit Plan; and

WHEREAS, the City has prepared an Agreement with WSP USA for the services needed; and

WHEREAS, the agreement between the City and WSP USA will not exceed the grant amount of \$100,000 and will expire on the 28th of February 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with WSP USA which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

AGREEMENT BETWEEN THE CITY OF MADERA AND WSP USA FOR PROFESSIONAL CONSULTING SERVICES FOR COMPLETION OF THE ASSESSMENT OF THE MADERA METRO TRANSIT SERVICES SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

PARTIES

The City of Madera hereafter referred to as "CITY", and WSP USA hereafter referred to as the "CONSULTANT."

This Agreement made and entered into this 21st day of April 2021, between City and CONSULTANT.

RECITALS

WHEREAS, the CITY has been awarded a Sustainable Communities Planning Grant in the amount of \$100,000 for the development and delivery of the Madera Transit Plan – Service Assessment (PROJECT); and

WHEREAS, the CITY is needing to complete an Assessment of the Madera Metro Transit System to improve connectivity and systems to advance multi-modal transportation within the region; and

WHEREAS, the CITY has determined that services of a qualified consulting firm are required to complete the PROJECT and has engaged in a competitive Request for Proposals process to secure such services; and

WHEREAS, the CONSULTANT has submitted a Project proposal and budget to provide in-depth expertise to carry out the PROJECT consistent with the intent and purpose of the Request for Proposals issued by CITY for the PROJECT; and

WHEREAS, the CONSULTANT is dedicated to establishing a partnership with the community and to assist the CITY in preparing and completing the PROJECT.

AGREEMENT

NOW THEREFORE, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I. STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

- A. Scope of Services
CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope of Services, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the project (s).

- E. CITY Obligations
The CITY shall provide CONSULTANT with the following:
 - a. Project Manager to work and coordinate with CONSULTANT.
 - b. Timely review of all submittals.
 - c. Payment of fees for permits.
 - d. The data in its possession that is required for CONSULTANT'S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated April 1, 2021. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. 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 III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Project Manager 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 CITY's Project Manager, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV. PERFORMANCE PERIOD

- A. The parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on February 28, 2023, unless extended by AGREEMENT amendment.

- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

- C. Time is of the essence in the completion of the services covered by this AGREEMENT. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this AGREEMENT, at the option of the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

- A. For the purposes of this Agreement, "CONSULTANT" shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT. CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement.
- B. CONSULTANT, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees.
- C. CONSULTANT or any agent or employee of CONSULTANT is liable for the acts and omissions of itself, its employees, and its agents. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performing services and work, or any agent or employee of CONSULTANT providing same.
- D. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONSULTANT performs work under this Agreement.

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional

compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment until the deliverable is received.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. 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, on 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. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT'S work unless a later date is approved by the CITY. Invoices shall be mailed to CITY'S Project Manager at the address in Article XXXIV, Notification.
- E. The total amount payable by CITY shall not exceed \$100,000.00.

ARTICLE VII. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of _____ dollars (\$X,XXX).

ARTICLE VII. TERMINATION

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY 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. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY 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 provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT when the amount of damages, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY 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 VIII. 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 CITY.
- 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 IX. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY 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. CITY, 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 X. 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 CITY'S City Manager or designee.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. 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, CITY, 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 CITY Project Manager 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 CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY 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.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, 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 CITY Project Manager 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 Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I 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 Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY 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 A&I.

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 Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I 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. Caltrans A&I 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 Caltrans A&I 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 CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY 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 CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XI. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors 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/subcontractors is an independent obligation from the CITY'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 CITY Project Manager, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub agreement 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 CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XII. ASSIGNMENT.

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIII. 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

(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). 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 CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY 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 Internet site 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 CITY 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 CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, 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 CITY Project Manager 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 CITY 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 CITY 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 CITY, 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 CITY 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 CITY Project Manager.
- 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 CITY 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.
 - e. Pursuant to Labor Code §1775, CITY 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.

- f. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY 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 CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, 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.

ARTICLE XIV. CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY 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 CITY 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 CITY 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 XV. 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 CITY employee. For breach or violation of this warranty, CITY 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 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.
- B. 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.
- C. 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 CITY 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.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY 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 CITY shall require to ascertain compliance with this clause.

- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. 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.
- H. 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.

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 CITY. 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 List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. 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 CITY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-O2: 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. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:
- (1) Withholding quarterly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). 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.

- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.
- 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 prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.

- L. 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 CITY's Project Manager within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to review complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

ARTICLE XX. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

ARTICLE XXI. 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 CITY 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 CITY 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. CITY 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 XXII. 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 CITY's Project Manager.
- 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 CITY's Project Manager.

ARTICLE XXIII. 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, CITY 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 XXIV. 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 CITY's Project Manager and City Engineer, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY 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 XXV. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, 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 XXVI. 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 CITY Safety Officer and other CITY 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, CITY 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 XXVII. OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, 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 City 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 City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder 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 City without restriction or limitation upon its use or dissemination by City.
- C. 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 City for another project or project location shall be at City's sole risk.
- D. 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).
- E. CITY 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 XXVIII. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY'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 CITY'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 CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. 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 CITY'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 XXIX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY 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 CITY 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 CITY's actions on the same, except to CITY'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 CITY, and receipt of CITY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXX. 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 XXXI. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. 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 XXXII. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the

CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

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:

CITY OF MADERA

CONSULTANT

David Huff, Project Manager
Grants Department
205 W. 4th Street
Madera, CA 93638

_____, Project Manager

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, 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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

CONSULTANT

By: _____
Santos Garcia, Mayor

By: _____
(Name of Signer)

Title: _____

By: _____
(Name of Signer)

Title: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Memorandum of Negotiation

RFP No. 202021-04

RFP Title: Madera Transit Plan Services Assessment

Consultant: WSP USA, Inc.

Project Manager: David Huff

RFP or Agreement Section Number	Exception Taken in WSP USA's Proposal	City of Madera's Response	Vendor's Response	Final Resolution
Article VI. Allowable Costs and Payments	B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment until the deliverable is received. or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.	4/5/21 B. Progress payments may be made quarterly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment until the deliverable is received.	B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment until the deliverable is received.	Accepted.
Article VII. Termination	C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as when the exact amount of damages, if any, due City from CONSULTANT is determined.	Accepted.		
Article XIII. State prevailing Wage Rates	H. Employment of Apprentices (Delete; this is for construction contractors and not professional service.)	Deletion accepted.		

<p>Article XIX. Insurance</p>	<p>Proof of Insurance Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with the waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require review complete certified copies of all required insurance policies, at any time.</p>	<p>Accepted.</p>		
<p>Article XX. INDEMNIFICATION</p>	<p>Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.</p>	<p>Accepted.</p>		

Signatures
Project Manager/ Dept Director David Huff

Consultant H. Svensk

Scope of Work Checklist

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- Use the Fiscal Year 2019-20 template provided and in Microsoft Word format
- List all tasks and sub-tasks using the same title as stated in the project timeline
- Include the activities discussed in the grant application
- Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- Include a thorough and accurate narrative description of each task and sub-task
- Include a task for a kick-off meeting with Caltrans at the start of the grant
- Include a task for procurement of consultants, if consultants are needed
- Include a task for invoicing
- Include a task for quarterly reporting to Caltrans
- Include detailed public participation and services to diverse communities
- Include project implementation/next steps
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- EXCLUDE environmental, complex design, engineering work, and other ineligible activities

SCOPE OF WORK: Madera Transit Plan

INTRODUCTION:

Madera, California where State Route 145 transverses through the middle of the City, encompasses approximately 14 square miles. A small urbanized area, the City operates up to 9 twenty-passenger cutaway buses for the Madera Area Express (MAX), now known as Madera Metro, fixed-route system under contract with a third-party operator. Service operates primarily within the City limits, as shown in Figure 4-1 (attached) and transports over 110,000 riders annually. With the assistance of LCTOP funds, the City of Madera has made substantial improvements to its bus shelters and amenities along the fixed-routes in an attempt to improve ridership. Over a two-year period, a community stakeholder-driven process was utilized to formulate a new shelter prototype. The design incorporated feedback from the City of Madera Transit Advisory Board, City of Madera ADA Advisory Council, City of Madera Beautification Committee, Madera Redevelopment Agency, and Heartland Opportunity Center. As of February 2018, sixty-one (61) new shelters using this new design were installed. Part of the process in determining which stops to make an investment revealed the City lacked service design standards for new stop locations or policies on how new stops were determined, old stops were retired or even how routes determined. Despite growing to over an estimated 100 bus stops, the City has not developed an official headway sheet or "Driver's Paddle". The City's current practice for routes and stop locations has been based on passenger demand, calls to City Hall, and annual unmet transit needs hearing process. While this has enabled the City to be responsive to community desires, it has created a system of inefficiencies, and negatively impacting headways, passenger convenience (impacting ridership), and productivity.

The provision of cost efficient and effective bus transit service is the basic premise upon which transit service is developed and the goal that all public transportations agencies strive to achieve. To attain this goal, City of Madera must design services around clear and defined principles, as well as a process to monitor the results achieved and to respond accordingly. This requires service design standards, an effective performance measurement system, and a systematic and continuous service evaluation methodology. The City will utilize the appointed Transit Advisory Board as the catalyst to develop a Project Committee of residents focused on providing focused input and review of proposed transit system design standards and policy recommendations as presented by the selected qualified Consultant.

RESPONSIBLE PARTIES: The City of Madera, its citizens including the Transit Advisory Board, Caltrans, and a hired Consultants hired.

OVERALL PROJECT OBJECTIVES:

1. **Task Title:** Project Management

Task 1.1 *Kickoff meeting with Caltrans*

Task 1.2 *Prepare quarterly invoicing while grant reimbursable expenses are being incurred and prepare final invoice*

Task 1.3 *Prepare quarterly reports*

- **Responsible Party:** City of Madera

Task	Deliverable
1.1	<i>Meeting Notes</i>
1.2	<i>Invoicing</i>
1.3	<i>Quarterly Reports</i>

2. Task Title Transit Advisory Board (TAB) Project Committee Coordination

Task 2.1 *Advertise a community forum* to debate transit issues, the project objectives, and present an invitation to participate on a special Transit Advisory Board Project Committee.

Task 2.2 *The City will coordinate with the Consultant and TAB on outreach for Tasks 2 - 4.*

Task 2.3 *Consultant facilitate the community ‘forums’,* including a survey and interactive games (to kick-off) to determine what transit issues most concern the public, and invite volunteers to serve on the Project Committee.

Task 2.4 *Make the consultant-developed survey. Distribute the survey* online on the City’s website and in paper form at multiple locations.

Task 2.5 *Appoint a representative group of citizens (up to seven) to the Project Committee,* with all meetings of the Committee advertised and open to the public as special meetings of the TAB, and with invitations extended to Caltrans, Madera County Transportation Committee and Madera County Connection and other interested stakeholders; like Madera Community College Center, Seniors, Central Valley Regional Center, and Americans with Disabilities Act (ADA) advocacy groups.

Task 2.6 *Consultant compile the results and use them to inform* the Project Committee, City staff and other interested parties as identified.

Task 2.7 *Hold meetings of the Project Committee on a regular schedule* determined by the Project Committee, which may coincide with quarterly TAB meetings, to review results of studies, proposed design standards, and the Madera Transit Plan draft.

Task 2.8 Meeting to discuss and devise outreach implementation strategies. TAB, Project Committee and City’s transit staff.

Task 2.9 *Committee’s Final Report/Recommendations Submitted and Dissolve the Committee upon adoption of the Plan.* Consideration may be given to reformulating the body as a permanent standing committee of the TAB with an amendment to the TAB Bylaws.

- **Responsible Party:** City of Madera, Consultant, Project Committee

Task	Deliverable
2.1	<i>Advertising materials, such as flyers/mailers and website screen shots</i>
2.2	<i>Meeting and Conference Call Notes</i>
2.3	<i>Forum sign-in sheets; completed surveys</i>
2.4	<i>Survey</i>
2.5	<i>List of appointees and who they represent</i>
2.6	<i>Survey Results Report</i>
2.7	<i>Meeting notes and written materials the committee may generate</i>
2.8	<i>Meeting notes and Timeline of Outreach Implementation including Strategies and Deliverables</i>
2.9	<i>Committee’s final report and recommendations regarding Transit Service Plan</i>

3. **Task Title** Conduct Service Study & Develop Operational and Policy Recommendations

The City will advertise an RFP to support Task 2 through 4 and utilize one (1) consultant to assist with outreach/community engagement and with the development of the Madera Transit Plan which will provide recommendation(s) for systemwide policies that promotes the following goals:

- Improve system ridership and efficiencies, i.e., schedules, route, and passengers per vehicle hour, and efficiency;
- Improve farebox recovery;
- Improve Madera Transit's role as a viable alternative mode of transportation; and
- Use transit investments and resources more effectively.

Task 3.1 City Staff, Caltrans, and TAB approve Request for Proposal prior to release

Task 3.2 Advertise and conduct a procurement process

Task 3.3 Select a consultant and execute an agreement that meets Caltrans and City requirements

Task 3.4 Catalog, map, and inspect all bus stops on the fixed route including bike path/lane accessibility

Task 3.5 Confirm headways on all Routes in varying conditions, i.e., peak, non-peak and document unchangeable issues such as traffic due to school dismissal or speed limits.

Task 3.6 *Research (including MCTC ATP), compile and/or formulate policy recommendations on best practices for new/retiring stops, improving headways and schedules, developing efficient routes, enhancing safety, and fueling timetables.*

- **Responsible Party:** City of Madera, Consultant

Task	Deliverable
3.1	<i>Final RFP</i>
3.2	<i>Advertising for Proposals</i>
3.3	<i>Executed Consultant Agreement</i>
3.4	<i>Comprehensive Bus Stop Map and Inventory</i>
3.5	<i>Accurate Headway Sheet or 'Paddle'</i>
3.6	<i>Recommendations for transit route design and development, and improvements</i>

4. **Task Title** Preparation and Adoption of Madera Transit Plan (Plan)

Task 4.1 *Bring together the results of the studies commissioned as part of this project (transit services, design standards, policy recommendations), as well as staff and consultant's research on best practices and take to City Council for workshop/and feedback from Council*

Task 4.2 *Consultant drafts the Madera Transit Service Design Standards and Efficient Performance Plan*

Task 4.3 Circulate the revised draft Plan/Matrix among Committee members, City officials, stakeholders and members of the public. Make it available on the City website and in public places with hard copies available for inspection.

Task 4.4 Prepare final grant report to include results of studies commissioned (transit services, design standards, policy recommendations), consultants research on best practices, revisions made based on Council recommendations, and TAB/ Caltrans/ Community Feedback.

Task 4.5 Present the final Transit Plan/ Matrix to the Transit Advisory Board Project Committee and Caltrans for review and approval and include board agenda, presentation materials, and meeting notes.

Task 4.6 Public hearing and final Plan/Matrix adoption by the City Council; followed by printing, distribution, and posting on the City's website

- **Responsible Party:** City of Madera, Consultant

Task	Deliverable
4.1	<i>Study Report and Recommendations on City Council Agenda for Acceptance</i>
4.2	<i>Draft Plan</i>
4.3	<i>TAB Project Committee/Caltrans Feedback Notes, Compilation of Community Feedback</i>
4.4	<i>Revised Final Madera Transit Plan</i>
4.5	<i>Board Agenda, Presentation Materials, and Meeting Notes</i>
4.6	<i>City Council Resolution Adopting the Final Plan</i>



Cost Proposal

City of Madera

Transit Plan Services Assessment

March 2021

Cost Proposal

Task	Activity	Responsible Party	Grant Award Amount Per Task	Number of Hours
2.1	Advertise a community forum to debate transit issues, the project objectives, and present an invitation to participate on a special Transit Advisory Board Project Committee.	Madera/Consultant	\$1,500.00	13
2.2	The City will coordinate with the Consultant and TAB on outreach for Tasks 2 - 4.	Madera/Consultant	\$1,000.00	7
2.3	Consultant facilitate the community 'forums', including a survey and interactive games (to kick-off) to determine what transit issues most concern the public, and invite volunteers to serve on the Project Committee.	Madera/Consultant	\$3,125.00	20
2.4	Make the consultant-developed survey. Distribute the survey online on the City's website and in paper form at multiple locations.	Madera/Consultant	\$3,125.00	22
2.6	Consultant compile the results and use them to inform the Project Committee, City staff and other interested parties as identified.	Consultant	\$1,563.00	21
2.7	Hold meetings of the Project Committee on a regular schedule determined by the Project Committee, which may coincide with quarterly TAB meetings, to review results of studies, proposed design standards, and the Madera Transit Plan draft.	Madera/Consultant	\$1,563.00	21
3.4	Catalog, map, and inspect all bus stops on the fixed route including bike path/lane accessibility	Consultant	\$23,000.00	167
3.5	Confirm headways on all Routes in varying conditions, i.e., peak, non-peak and document unchangeable issues such as traffic due to school dismissal or speed limits.	Consultant	\$23,000.00	137
3.6	Research (including MCTC ATP), compile and/or formulate policy recommendations on best practices for new/retiring stops, improving headways and schedules, developing efficient routes, enhancing safety, and fueling timetables.	Consultant	\$23,000.00	264
4.1	Bring together the results of the studies commissioned as part of this project (transit services, design standards, policy recommendations), as well as staff and consultant's research on best practices and take to City Council for workshop/and feedback from Council	Madera/Consultant	\$3,125.00	44
4.2	Consultant drafts the Plan	Madera/Consultant	\$6,916.00	56
4.3	Circulate the revised draft Plan/Matrix among Committee members, City officials, stakeholders and members of the public. Make it available on the City website and in public places with hard copies available for inspection.	Madera/Consultant	\$3,458.00	22
4.4	Prepare final grant report to include results of studies commissioned (transit services, design standards, policy recommendations), consultants research on best practices, revisions made based on Council recommendations, and TAB/ Caltrans/ Community Feedback.	Madera/Consultant	\$3,125.00	17
4.6	Public hearing and final Plan/Matrix adoption by the City Council; followed by printing, distribution, and posting on the City's website	Madera/Consultant	\$2,500.00	18
Total Grant Award Amount			\$100,000.00	
Estimated Hours Spent				829

How Our Services Are Documented for Accounting Purposes

WSP is a firm of approximately 45,000 employees; as a result we use a state-of-the-art enterprise system. We use Oracle Enterprise Resource Planning (ERP) Version R12 to track time, labor, and budgets. Employees working on the City of Madera project will record their time daily and weekly a report is generated that shows the amount of time spent on each task of the project against the budget. The system also provides a timely accounting of expenses.

In addition to the Oracle system, WSP employs project accountants to assist project managers to track budgets and assist with invoicing.



The City of
MADERA



WSP USA

2150 River Plaza Drive #400
Sacramento, CA 95833
wsp.com





City of Madera

REQUEST FOR PROPOSALS No. 202021-04

**Development of the City of Madera
Madera Transit Plan Services Assessment**

Date Released: February 17, 2021

**City of Madera Grants Department
205 W. Fourth Street
Madera, Ca. 93637**

Proposals are due prior to 4:00 P.M., Friday, March 5, 2021

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Attachment 1 – Madera Metro Service Area Route Map

Attachment 2 – Sample Contract Agreement

INTRODUCTION

The City of Madera is requesting proposals (RFP) for Transit Plan Services Assessment.

The Madera Transit Plan Services Assessment will be funded with State dollars requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. **The DBE goal for this project is 0%. DBE contract goals are not required for state-only funded contracts.**

Total amount payable to the Consultant shall not exceed \$100,000 and with a performance period of the contract from the date approved by Council to the 23rd of February 2023 whichever is the lesser.

The proposals submitted in response to this RFP No. 202021-04 will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP No. 202021-04, if issued, will be sent to all prospective Consultants the City of Madera has specifically e-mailed a copy of the RFP to and will be posted on the City of Madera website at:

www.madera.gov/home/departments/purchasing/ Bid Announcements and Results "Madera Transit Plan Services Assessment – RFP"

It shall be the Consultant's responsibility to check the City of Madera website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD or USB drive of the Consultant's proposal. The hard copies and CD/DVD or USB drive shall be delivered or submitted to the City of Madera prior to **4:00 P.M., Friday, March 5, 2021**. Proposals shall be submitted in a sealed package clearly marked "**Madera Transit Plan Services Assessment**" and addressed as follows:

Ivette Iraheta, Grant Administrator
Grants Department
City of Madera
205 W. 4th Street
Madera, Ca. 93638

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. **Due to Covid-19 safety precautions and to ensure the delivery of your proposal, it is important that you also email an electronic version to iiraheta@madera.gov by the date specified above.**

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., Friday, March 5, 2021.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the City of Madera to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Madera reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Madera to do so. Furthermore, a contract award may not be made based solely on price.

Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have their license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

The prospective Consultant is advised that should this RFP No. 202021-04 result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Madera Council.

All products used or developed in the execution of any contract resulting from this RFP No. 202021-04 will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: March 8, 2021 – March 17, 2021

Oral interviews: March 22, 2021 – March 25, 2021

Cost Negotiation with first ranked consultant: March 29, 2021 – April 9, 2021

City Council approval of Proposal: April 21, 2021

Contract Award and Notice to Proceed: April 26, 2021

Any questions related to this RFP No. 202021-04 shall be submitted in writing to the attention of Ivette Iraheta via email at iiraheta@madera.gov. Questions shall be submitted before 5:00 PM on Friday, February 26th.

No oral question or inquiry about this RFP/RFQ shall be accepted.

BACKGROUND

Madera, California where State Route 145 transverses through the middle of the City, encompasses approximately 14 square miles. A small urbanized area, the City operates up to 15 twenty-passenger cutaway buses for the Madera Metro, fixed-route system under contract with a third-party operator. Service operates primarily within the City limits and transports over 110,000 riders annually. With the assistance of local and State funds, the City of Madera has made substantial improvements to its bus shelters and enhanced amenities along the fixed routes to improve ridership. Over a two-year period, Madera Metro has made strong efforts in its rebranding with a new logo, additional fleet, the construction of a new 2200sf Transit Center, system improvements, and with a new bus stop sign design underway.

Part of the process in determining which stops to make an investment revealed the City lacked service design standards for new stop locations or policies on how new stops were determined, old stops were retired or even how routes determined. Despite growing to over an estimated 100 bus stops, the City has not developed an official headway sheet or “Driver’s Paddle”. The City’s current practice for routes and stop locations has been based on passenger demand, calls to City Hall, and the annual unmet transit needs hearing process. While this has enabled the City to be responsive to community desires, it has created a system of inefficiencies, and negatively impacting headways, passenger convenience (impacting ridership), and productivity.

The provision of cost efficient and effective bus transit service is the basic premise upon which transit service is developed and the goal that all public transportations agencies strive to achieve. To attain this goal, City of Madera must design services around clear and defined principles, as well as a process to monitor the results achieved and to respond accordingly. This requires service design standards, an effective performance measurement system, and a systematic and continuous service evaluation methodology. The City will utilize the appointed Transit Advisory Board as the catalyst to develop a Project Committee of residents focused on providing focused input and review of proposed transit system design standards and policy recommendations as presented by the selected qualified Consultant.

RESPONSIBLE PARTIES: The City of Madera, its citizens including the Transit Advisory Board, Caltrans, and a hired Consultants.

PROJECT DESCRIPTION

Project will generally consist of the assessment of Madera Metro transit system. The goal is to evaluate the City’s transit system and devise operational and policy changes to formulate a Madera Transit Plan that will improve the system. Goals include improving connectivity with other modes of transportation and systems to advance multi-modal transportation within the region, improve the efficiencies of the system’s operations, and lay out a plan for future policy or operational changes.

The Madera Transit Plan Services Assessment overall project objectives will include:

- Facilitate community forums, Committee meetings, and Public Hearings
- Develop and implement survey to determine what transit issues/needs are of most concern the public
- Compile survey results to inform Project Committee, City staff and other stakeholders as identified
- Catalog, map, and inspect all bus stops on the fixed route including bike path/lane accessibility and determine if stop is essential or deemed obsolete
- Confirm headways on all Route in varying conditions, i.e., peak, non-peak and document unchangeable issues such as traffic due to school dismissal or speed limits
- Research (including Madera County Transportation Commission – Active Transportation Plan), compile and/or formulate policy recommendations on best practices for new/retiring stops, improving headways and schedules, developing efficient route, enhancing safety, and fueling timetables
- Draft the Madera Transit Service Design Standards and Efficient Performance
- Evaluate current fixed routes efficiencies and propose new routes updates as deemed necessary
- Prepare final grant report to include results of studies commissioned, consultants research on proposed improved practices by November 2023.

The primary objective is that all components combined may result in redesigning or structuring of Madera Metro's fixed route system, updating route schedules, improving headways, reducing miles traveled, increasing ridership, and/or devise a new service boundary.

SCOPE OF WORK

General:

The City of Madera is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Madera Transit Plan to the Adoption by the City of Madera City Council phase.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP No. 202121-04 and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of Madera, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to complete Project Management; Project Committee Coordination; Conducting service studies and the Development of Operation and Policy recommendations; including the Preparation and Presentation of the Madera Transit Plan for the Madera Transit Plan. *All task to be completed by the Consultant and City are identified with an “*”. All task to be completed by the Consultant **only** are identified as “**”.*

1. Task Title: Project Management

Task 1.1 *Kickoff meeting with Caltrans*

Task 1.2 *Prepare quarterly invoicing while grant reimbursable expenses are being incurred and prepare final invoice*

Task 1.3 *Prepare quarterly reports*

- **Responsible Party:** City of Madera

Task	Deliverable
<i>1.1</i>	<i>Meeting Notes</i>
<i>1.2</i>	<i>Invoicing</i>
<i>1.3</i>	<i>Quarterly Reports</i>

2. Task Title Transit Advisory Board (TAB) Project Committee Coordination

Task 2.1 *Advertise a community forum* to debate transit issues, the project objectives, and present an invitation to participate on a special Transit Advisory Board Project Committee.

Task 2.2 *The City will coordinate with the Consultant and TAB on outreach for Tasks 2 - 4.*

Task 2.3 *Consultant facilitate the community ‘forums’,* including a survey and interactive games (to kick-off) to determine what transit issues most concern the public, and invite volunteers to serve on the Project Committee.

Task 2.4 *Make the consultant-developed survey. Distribute the survey* online on the City’s website and in paper form at multiple locations.

Task 2.5 *Appoint a representative group of citizens (up to seven) to the Project Committee,* with all meetings of the Committee advertised and open to the public as special meetings of the TAB, and with invitations extended to Caltrans, Madera County Transportation Committee and Madera County Connection and other interested stakeholders; like Madera Community College Center, Seniors, Central Valley Regional Center, and Americans with Disabilities Act (ADA) advocacy groups.

Task 2.6 *Consultant compile the results and use them to inform* the Project Committee, City staff and other interested parties as identified.

Task 2.7 *Hold meetings of the Project Committee on a regular schedule* determined by the Project Committee, which may coincide with quarterly TAB meetings, to review results of studies, proposed design standards, and the Madera Transit Plan draft.

Task 2.8 Meeting to discuss and devise outreach implementation strategies. TAB, Project Committee and City’s transit staff.

Task 2.9 *Committee’s Final Report/Recommendations Submitted and Dissolve the Committee upon adoption of the Plan.* Consideration may be given to reformulating the body as a permanent standing committee of the TAB with an amendment to the TAB Bylaws.

- **Responsible Party:** City of Madera, Consultant, Project Committee

Task	Deliverable
2.1*	<i>Advertising materials, such as flyers/mailers and website screen shots</i>
2.2*	<i>Meeting and Conference Call Notes</i>
2.3*	<i>Forum sign-in sheets; completed surveys</i>
2.4*	<i>Survey</i>
2.5	<i>List of appointees and who they represent</i>
2.6**	<i>Survey Results Report</i>

2.7*	<i>Meeting notes and written materials the committee may generate</i>
2.8	<i>Meeting notes and Timeline of Outreach Implementation including Strategies and Deliverables</i>
2.9	<i>Committee’s final report and recommendations regarding Transit Service Plan</i>

3. Task Title Conduct Service Study & Develop Operational and Policy Recommendations

The City will advertise an RFP to support Task 2 through 4 and utilize one (1) consultant to assist with outreach/community engagement and with the development of the Madera Transit Plan which will provide recommendation(s) for systemwide policies that promotes the following goals:

- Improve system ridership and efficiencies, i.e., schedules, route, and passengers per vehicle hour, and efficiency;
- Improve farebox recovery;
- Improve Madera Transit’s role as a viable alternative mode of transportation; and
- Use transit investments and resources more effectively.

Task 3.1 City Staff, Caltrans, and TAB approve Request for Proposal prior to release

Task 3.2 Advertise and conduct a procurement process

Task 3.3 Select a consultant and execute an agreement that meets Caltrans and City requirements

Task 3.4 Catalog, map, and inspect all bus stops on the fixed route including bike path/lane accessibility

Task 3.5 Confirm headways on all Routes in varying conditions, i.e., peak, non-peak and document unchangeable issues such as traffic due to school dismissal or speed limits.

Task 3.6 *Research (including MCTC ATP), compile and/or formulate policy recommendations on best practices for new/retiring stops, improving headways and schedules, developing efficient routes, enhancing safety, and fueling timetables.*

- **Responsible Party:** City of Madera, Consultant

Task	Deliverable
3.1	<i>Final RFP</i>
3.2	<i>Advertising for Proposals</i>
3.3	<i>Executed Consultant Agreement</i>
3.4**	<i>Comprehensive Bus Stop Map and Inventory</i>
3.5**	<i>Accurate Headway Sheet or ‘Paddle’</i>

3.6**	Recommendations for transit route design and development, and improvements
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4. Task Title Preparation and Adoption of Madera Transit Plan (Plan)

Task 4.1 *Bring together the results of the studies commissioned as part of this project (transit services, design standards, policy recommendations), as well as staff and consultant’s research on best practices and take to City Council for workshop/and feedback from Council*

Task 4.2 *Consultant drafts the Madera Transit Service Design Standards and Efficient Performance Plan*

Task 4.3 *Circulate the revised draft Plan/Matrix among Committee members, City officials, stakeholders and members of the public. Make it available on the City website and in public places with hard copies available for inspection.*

Task 4.4 *Prepare final grant report to include results of studies commissioned (transit services, design standards, policy recommendations), consultants research on best practices, revisions made based on Council recommendations, and TAB/ Caltrans/ Community Feedback.*

Task 4.5 *Present the final Transit Plan/ Matrix to the Transit Advisory Board Project Committee and Caltrans for review and approval and include board agenda, presentation materials, and meeting notes.*

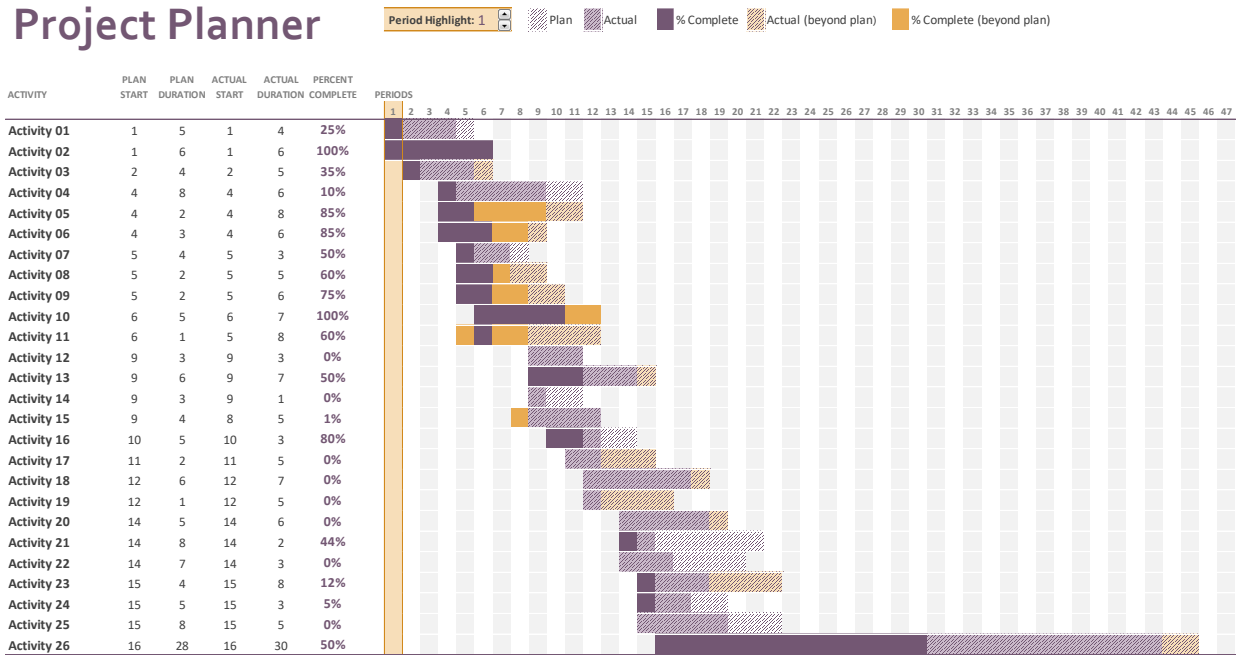
Task 4.6 *Public hearing and final Plan/Matrix adoption by the City Council; followed by printing, distribution, and posting on the City’s website*

- **Responsible Party:** City of Madera, Consultant

Task	Deliverable
4.1*	<i>Study Report and Recommendations on City Council Agenda for Acceptance</i>
4.2*	<i>Draft Plan</i>
4.3*	<i>TAB Project Committee/Caltrans Feedback Notes, Compilation of Community Feedback</i>
4.4*	<i>Revised Final Madera Transit Plan</i>
4.5	<i>Board Agenda, Presentation Materials, and Meeting Notes</i>
4.6*	<i>City Council Resolution Adopting the Final Plan</i>

Project Schedule – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

Project Planner



APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Ivette Iraheta, Grants Administrator
City of Madera Grants Department
205 W. 4th Street
Madera, CA 93638

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City of Madera will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source

6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Madera that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial

interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City of Madera is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected.

Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process will include oral interviews scheduled during the week of **March 22nd – March 25, 2021**. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit final cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
Subtotal:		75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City of Madera needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with City of Madera
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City of Madera during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the City of Madera overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City of Madera that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (15 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

APPENDIX C – RFP & PROJECT SCHEDULE

Project Schedule – The graph below identifies key milestones throughout the duration of this project. This Restricted Grant Agreement (RGA) commenced on November 15, 2020 (Task 1.1 – City Kickoff meeting with Caltrans) and will expire on February 28, 2023. All task to be completed by the Consultant and/or the City of Madera are identified in the Scope of Work.

All task to be completed by the Consultant and City are identified with an “”. All task to be completed by the Consultant **only** are identified as “**”.*

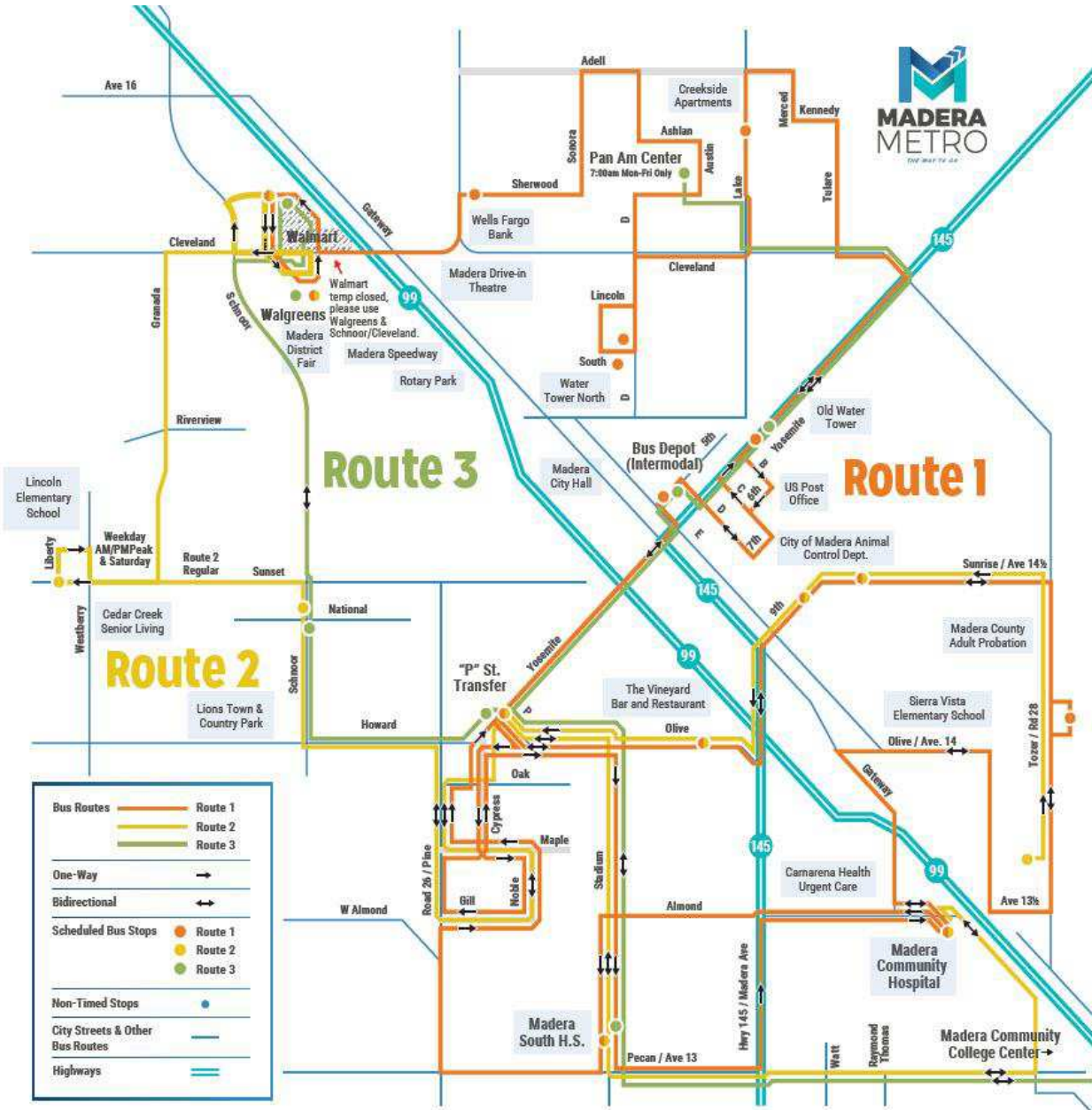
Project Schedule

City of Madera Transit Plan Services Assessment

Task	Service Proposal	FY 2020/21					FY 2021/22					FY 2022/23												
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
1.1																								
1.2																								
1.3																								
2.1*	\$1,500.00																							
2.2*	\$1,000.00																							
2.3*	\$3,125.00																							
2.4*	\$3,125.00																							
2.5																								
2.6**	\$1,563.00																							
2.7*	\$1,563.00																							
2.8																								
2.9																								
3.1																								
3.2																								
3.3																								
3.4**	\$23,000.00																							
3.5**	\$23,000.00																							
3.6**	\$23,000.00																							
4.1*	\$3,125.00																							
4.2*	\$6,916.00																							
4.3*	\$3,458.00																							
4.4*	\$3,125.00																							
4.5																								
4.6*	\$2,500.00																							

Total Amount Payable to Consultant = \$100,000.00

ATTACHMENT 1 – MADERA METRO SERVICE AREA ROUTE MAP



ATTACHMENT 2 – SAMPLE CONTRACT AGREEMENT

ADDENDUM NO. 1

**RFP #202021-04
Madera Transit Plan Services
Assessment**

Dated: 3/3/21



Issued by: Lisa M. Nixon, Interim Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
205 W. Fourth Street
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

All references in the RFP and attachments to the RFP relating to "Proposal Due Date" is **changed** to the following:

Proposals are due prior to 12:00 P.M., Tuesday, March 9, 2021

Purchasing – Central Supply 559/662-4914

End of Addendum No. 1.

ADDENDUM NO. 2

**RFP No. 202021-04
Madera Transit Plan Services Assessment**

Dated: March 5, 2021

Issued by:



Lisa Nixon, Interim Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Attachment 3 – Vision Plan 2025 New and Enhanced Strategies – Diverse, Accessible Transportation (1 page)

Attachment 4 – Questions and Answers for RFP No. 2022021-04 (3 pages)

Changes to the RFP -

Page 3, Introduction, Paragraph 9 has been changed to read as follows:

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD or USB drive of the Consultant's proposal. **Hand deliveries may be arranged by request for appointment with David Huff via email to dhuff@madera.gov. This excludes courier services such as, FedEx, UPS, USPS, etc.** The hard copies and DC/DVD or USB drive shall be delivered or submitted to the City of Madera prior to **12:00 pm, Tuesday, March 9, 2021**. Proposals shall be submitted in a sealed package clearly marked "Madera Transit Plan Services Assessment" and addressed as follows:

Ivette Iraheta, Grant Administrator
Grants Department
City of Madera
205 W. 4th Street
Madera, CA 93638

Proposals received after the time and date specified above will be considered non-responsive and will be returned to the Consultant. ***Due to Covid-19 safety precautions and to ensure the delivery of your proposal, it is important that you also email an electronic version to iiraheta@madera.gov by the date specified proposal due date and time.***

Appendix A, Proposal Requirements, Item No. 5, Scope of Work, sub-item 4 (a-c) has been removed.

Appendix B, Proposal Evaluation, Item No. 2 (a) has been changed to read as follows:

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct **Transit Planning** services on both federal and non-federal aid projects.

Appendix A, Proposal Requirements, Item No. 7, Conflict of Interest, has been changed to read as follows:

The proposing Consultant shall disclose any financial, business, or other relationship with the City of Madera that may have an impact upon the outcome of the contract or the **Transit Planning** project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the **Transit Planning** project what will follow.

Project Description, overall project objectives' final bullet listed on page 6 of the RFP has been changed to read as follows:

Prepare final grant report to include results of studies commissioned, consultants research on proposed improved practices by November **2022**.

Purchasing – Central Supply 559/662-4914

End of Addendum 2.

VISION PLAN 2025 NEW AND ENHANCED STRATEGIES		
Strategy 121	Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.	Lead Role
Action 121.1	Provide a needs assessment including all forms of transportation.	City of Madera
121.2	Update the Master Transportation Plan.	City of Madera
121.3	Study options for promoting traffic flow over or under railroads and establish budgets and identify funding sources for implementing grade separations of railroads. Initiate strategy for securing funds.	City of Madera
121.4	Continue to provide discount fares for seniors and people with disabilities.	City of Madera Parks and Community Services
121.6	Promote and encourage businesses to provide transportation vouchers as a benefit of employment.	City of Madera
121.7	Conduct a walkability audit to assess needs.	City of Madera
121.8	Promote and encourage walking within the city.	City of Madera
121.9	Include provisions for expanded pedestrian access within Master Transportation Plan.	City of Madera
121.10	Add facilities and amenities for the public.	City of Madera

1. Would the City be willing to waive the hard copy proposal requirement? Due to the pandemic, our offices are not fully opened yet.
No. SEE ADDENDUM NO. 2
2. Should evaluation criteria number 7 (local presence) and 8 (references) be included into Section 3 - Consultant Information, Qualifications & Experience?
Each evaluation Criteria No. 1 – 8 is to be evaluated based on information throughout the proposal related to that criteria. Follow the guidelines provided in Appendix A.
3. For task 2.4, can you clarify if the consultant will create the survey and also distribute, or will the City be responsible for distribution?
As Task 2.4 reads, it is the responsibility of the Consultant to develop the survey. City will assist with distribution through all marketing platforms.
4. Do we follow the schedule provided on PDF page 20 of the RFP or is that just an example?
Yes. This project timeline is part of the contract that has been established with Caltrans. It is recommended that consultants stay within the given timeline.
5. Under proposal requirement 4.3, the client asks for references for each key person. How many references would you like to see per key person and would the references be included on their resume?
References should be included on each key person's resume. It is recommended to provide as many as required to demonstrate experience with this type of project.
6. According to your FB page, you are already advertising Community Forums for the "Madera Transit Plan". Is this the same as the Madera Transit Plan Services Assessment? The posting includes a contact for more information on meeting dates. What information is currently provided by inquiring with the contact?
Yes, what is being advertised on FB is the Community Forum for the MTP. Because we were behind on releasing the RFP (reason for small advertising window) the decision was to begin marketing the Community Forums. Though the marketing is a shared Task between the Consultant and the City, Task 2.1. Meeting dates, times, and locations have not been established. This will be formalized when the consultant is selected. The proposed date to provide a letter to proceed to Consultant is the week of April 26th. Task 2.3 timeline is April 2021 – February 2022.
7. The RFP has a final completion date by the expiration of the grant (February 28, 2023), with a preference for an expedited schedule (which we also favor). Does Madera have a desired date of completion in mind?
The dates and task that are shown in the project timeline are also established in the grant agreement with Caltrans. Each task is time sensitive and would require an amendment if it were completed sooner. Our desired date of completion is February 2023.
8. The RFP states the cost proposal is to be submitted under separate cover and also that Consultants invited to interviews will be required to submit final cost proposals in sealed envelopes during the interview. Does this mean a cost proposal (under separate cover) is due with the proposal on March 5th, and additionally at the interview?
Yes. A cost proposal is to be submitted with the proposal on the Proposal due date. If an invitation is sent to participate in an oral interview and/or negotiations are to take place, then you may submit a separate proposal as your final offer.

9. Given the statement the City has not developed a headway sheet or “driver paddle,” what is the expectation from the consultant regarding this matter?
[Consultant is not expected to develop a headway sheet or “driver paddle”.](#)
10. What are the City’s expectations regarding service design standards?
[Consultant expectations are identified in Task 3.](#)
11. The RFP references the City’s Active Transportation Plan several times. What bearing should that Plan have on the development of this project?
[Task 3.6. Madera County Transportation Commission – Active Transportation Plan \(MCTC – ATP\). The Madera Transit Plan should be designed with the ATP, City of Madera projects in mind and can be found on the Madera County Transportation Commission website. For additional City of Madera Transit planning resources, please refer to Attachment 3 in ADDENDUM NO. 2](#)
12. Please confirm the number of bus stops that are to be included in the bus stop inventory.
[103](#)
13. Item #5 on page 13 asks proposers to “describe critical engineering design issues” and “critical environmental issues” as part of the scope of work. These statements appear out of place for this project. If they are to be addressed in the scope of work, what type of information is the City looking for?
[See ADDENDUM NO. 2](#)
14. Item #2 on page 17 includes qualifications and experience to “conduct traffic engineering services.” As this is not a traffic engineering project, was this statement included in error? What other qualifications and experience will bidders be evaluated on? Should read “Transit planning services”.
[SEE ADDENDUM NO. 2](#)
15. Item #7 on page 13 references the “outcome of the contract or the construction project.” Was this statement included in error, as there is no construction project associated with this RFP?
[SEE ADDENDUM NO. 2](#)
16. The last bullet point on page 6 references a final grant report. This item is not listed as a deliverable within this project’s scope of work, and the deadline (November 2023) exceeds the grant completion date of February 28, 2023 cited on page 20. Is this a task for the consultant or the City? If a consultant task, how should it be represented in the Scope of Work and Project Schedule? Is there an (City) internal deadline for its completion?
[Task 4.4 is to be completed by City of Madera and Consultant. SEE ADDENDUM NO. 2](#)
17. Under Appendix A - Proposal Requirements, 10. Cost Proposal, we reviewed the RFP language and Chapter 10.3 of the Local Assistance Procedures Manual, but we are hoping to get further clarification regarding the cost proposal format. Are you able to provide a cost proposal template or example of what you would like consultants to provide?
[A cost proposal template may include the Task Number, Task Description, Total Hours To Be Spent On Task, Hourly Cost Per Task, and Total Cost Per Task \(Hours spent x Hourly Cost = Total Cost Per Task\). The total sum of all task shall not exceed to total grant amount of \\$100,000.](#)

[Appendix C shows the contracted amount allocated per task. If the selected consultant Cost Proposal exceeds the allocated amount per task but remains under the grant total of \\$100,000, a one-time cost amendment may be made to honor the grant contract.](#)
18. Will the City’s office at 205 W. 4th Street be open to receive delivery of proposals on the afternoon of Friday, March 5th?
[Yes. SEE ADDENDUM NO. 2](#)

19. Instead of providing a blue ink wet signature, would the City be comfortable with consultants providing an blue ink electronic signature?

[On the electronic version, a blue ink electronic signature will be acceptable.](#)

20. Can you clarify what the consultant is responsible for under Task 2.2?

[The Scope of Work in the RFP gives a detailed description of each task identified in Task 2 – In addition, refer to Appendix C, RFP and Project Schedule.](#)

Exhibit 5 - RFP No. 202021-04 Evaluation Criteria and Results

RFP NO. 202021-04 Madera Transit			
Proposals	WSP	Moore & Associates	LSC Transportation Consultants, Inc.
Contact Person for Agreement	Kristina Svensk	Stephanie Roberts	Selena McKinney
Title	Principal in Charge/ Northern California Planning Business Line Lead	Corporate Treasurer	Project Manager/Principal-in-Charge
Address	2150 River Plaza Drive #400	25852 Mcbean Pkwy #187	2690 Lake Forest Road, Ste. C
City, State & Zip	Sacramento, CA 95833	Valencia, CA 91355	Tahoe City, CA 96145
E-mail address	Kristina.Svensk@wsp.com	stephanie@moore-associates.net	
Phone	916-576-2876	888-743-5977	
Contact for Proposal	Kristina Svensk		Gordon Shaw
Title	same as above		President
Phone	same as above		530-583-4053
E-mail address	same as above		
Vendor Application Form	n/a		
Company Profile			
Agreement exceptions	Exceptions Noted on page 32	No Exceptions acknowledged on page 27	No Exceptions acknowledged on page 24
References			
Addendums			
Cost	\$100,000	\$100,000.00	\$98,350.00
Proposal received on			
Time	3/8/2021 at 1:32 pm	3/5/21 at 2:13 pm	3/5/21 AT 3:04 pm
1 original, # copies & flash drive	Electronic	Electronic	Electronic

RFP NO. 202021-04 MADERA TRANSIT PLANSERVICES ASSESSMENT
Proposal Scores

	1	2	3	Totals
	Evaluator 1	Evaluator 2	Evaluator 3	
20	Qualifications and Experience			
WSP USA, INC.	5.00	4.00	5.00	14.00
Moore & Associates	3.00	4.00	5.00	12.00
LSC Transportation Consultants, Inc.	5.00	4.00	5.00	14.00
				0.00
15	Organization and Approach			
WSP USA, INC.	5.00	4.00	4.00	13.00
Moore & Associates	3.00	3.00	5.00	11.00
LSC Transportation Consultants, Inc.	5.00	3.00	5.00	13.00
				0.00
15	Scope of Services to be Provided			
WSP USA, INC.	5.00	4.00	4.00	5.00
Moore & Associates	2.00	3.00	5.00	2.00
LSC Transportation Consultants, Inc.	5.00	4.00	5.00	5.00
				0.00
10	Schedule of Work			
WSP USA, INC.	5.00	4.00	4.00	13.00
Moore & Associates	5.00	2.00	5.00	12.00
LSC Transportation Consultants, Inc.	5.00	3.00	5.00	13.00
				0.00
5	Local Presence			
WSP USA, INC.	5.00	5.00	5.00	15.00
Moore & Associates	4.00	4.00	4.00	12.00
LSC Transportation Consultants, Inc.	4.00	4.00	4.00	12.00
				0.00
10	References			
WSP USA, INC.	4.75	4.75	4.75	14.25
Moore & Associates	4.63	4.63	4.63	13.88
LSC Transportation Consultants, Inc.	5.00	5.00	5.00	15.00
				0.00
10	Interview Presentation by Team			
WSP USA, INC.	5.00	4.00	5.00	14.00
Moore & Associates				0.00
LSC Transportation Consultants, Inc.	4.00	3.50	4.00	11.50
				0.00
15	Q & A Response to Panel			
WSP USA, INC.	4.00	4.50	4.00	12.50
Moore & Associates				0.00
LSC Transportation Consultants, Inc.	5.00	3.50	5.00	13.50
				0.00

Proposers	Totals	Rank
WSP USA	1225.00	1
Moore & Associates	753.75	
LSC Transportation Consultants, Inc.	1207.50	2

RFP NO. 202021-04

Evaluators	WSP USA, INC.	Moore & Associates	LSC Transportation Consultants
DH Eval #1	<p>Qualification & Experience: WSP was able to explain in detail past and current multiple year projects. Other areas of qualifications and experience were the size and scope of the project itself. WSP mentioned how they have partnered with VRPA Technologies who brings a strong regional experience in Madera and Fresno Counties</p> <p>Organization & Approach: WSP was clear in providing an organization chart highlighting who would be responsible for each task from start to finish and who the project lead would be and their responsibilities. With each individual that is to be assigned to the project, WSP was able to share their qualifications and why they were selected to oversee the given task.</p> <p>Scope of Services to be Provided: WSP was successful in acknowledging a clear understanding of the project and each individual task. To further accomplish each task, WSP took the initiative to add additional sub-task to the required items. WSP was also effective in explaining what is required and expected of each task.</p> <p>Schedule of Work: WSP was successful in providing a clear project schedule that highlighted when deliverables will be meets, projected committee meetings, and the length and task to be completed by WSP Staff. The schedule provided is consistent with the schedule outlined in the grant contract.</p> <p>Local Presence: Though neither of the firms have the ability to establish an office within the County or surrounding area, WSP USA mentions their partner VRPA Technologies being a Central Valley-based firm with an office located in Fresno County.</p> <p>References: Refer to Reference Comment tab.</p>	<p>Qualification & Experience: Though Moore & Associates was able to list their qualifications and experience, it was not presented in a format to be able to fully grasp their abilities. The information came off as “straight to the point” with the use of bullets and brief summaries.</p> <p>Organization & Approach: Little to no information on how/ what approach will be taken to complete this project. Strengths of each team member and their philosophy on being organized</p> <p>Scope of Services to be Provided: Moore & Associate was able to provide a summary of the Scope of services and each task that was being asked, but the detail as to how/ steps to take was not made clear.</p> <p>Schedule of Work: Schedule of completion is consistent with project calendar. Moore & Associates does have confidence in completing task 4.2 – 4.6 sooner.</p> <p>Local Presence: Due to the travel distance for Moores & Associates out of Valencia California, they were scored accordingly.</p> <p>References: Refer to Reference Comment tab.</p>	<p>Qualification & Experience: LSC was very detailed in explaining their qualifications and experience in how it relates to the Madera Transit Plan. Though based out of Tahoe City, Ca., LSA has worked with several neighboring transit agencies and have prepared multiple Transit Development Plans.</p> <p>Organization & Approach: LSC was able to clearly define all team members that would be involved in this project and their assigned duties and the skills each has as to why they were assigned to the given project. In addition, if needed LSC would be able to recruit additional personnel staff to assist with the project.</p> <p>Scope of Services to be Provided: LSC was successful in providing a clear and detailed explanation of services to be provided per task. LSC was also thorough in what additional steps would be taken to ensure are task are completed in a timely manner and are efficient.</p> <p>Schedule of Work: In addition to the excel example of the project schedule, LSC was able to provide a simplified version of the project schedule describing which task are to be completed during the given time frame.</p> <p>Local Presence: Due to the travel distance for LSC PM working from home office in Fair Oaks, California, they were scored accordingly.</p> <p>References: Refer to Reference Comment tab.</p>

II
Eval #2

Qualification & Experience: More than a century long experience. Proposed PM has worked with transit systems of all sizes. Sub for outreach, which has done work in Madera. The firm has national experience, but also local in Northern CA.

Organization & Approach: Experience in development of high speed rail. Experience in integrating fixed route with Q for Fresno Area Express. Mentions use of GIS mapping. Highlights subs extensive experience with community outreach. Would put 3 staff in project, plus sub.

Scope of Services to be Provided: Has capacity for in person and virtual pivoting. Makes a lot of mention of TAB and details how it would be incorporated. Deliverables very consistent with Caltrans tasks and objectives. Very methodical approach, especially in assessing current practices.

Schedule of Work: Propose to meet timelines which care consistent with CalTrans schedules. It is clear to understand how pieces of the projects will move into the next phase. Firm's capacities shows ability to stay on schedule throughout the duration of the project.

Local Presence: Though neither of the firms have the ability to establish an office within the County or surrounding area, WSP USA mentions their partner VRPA Technologies being a Central Valley-based firm with an office located in Fresno County.

References: Refer to Reference Comment tab.

Qualification & Experience: Over 30 yrs. of exp. Propose the founder as PM. Understanding of City's deficiencies and its TAB group. Has performed TDA triennial audits already knows Madera.

Organization & Approach: Specialize in small urban environments. Use of Basecamp software for project mgmt. – ongoing communication Jim Moore's expertise. Did similar work in Kern Council of Governments. Did not highlight multi-language skills of staff. Only showcase 2 staff for this project.

Scope of Services to be Provided: Incorporated CalTrans grant required deliverables but doesn't add any unique elements – very generic. Nothing that stands out. Doesn't mention much to assess cost effectiveness. Does list deliverables that are consistent with project goals.

Schedule of Work: Not very detailed. Generic regurgitation of RFP's timeline. Does propose to meet timelines which care consistent with CalTrans schedules.

Local Presence: Due to the travel distance for Moores & Associates out of Valencia California, they were scored accordingly.

References: Refer to Reference Comment tab.

Qualification & Experience: : Firm size and that they are based in CA is a plus. They have experience in the local area, including Merced, Lodi, etc. In Dinuba similar issues and goals were evaluated. It is sometimes advantageous that it would be the sole consultant with no subs.

Organization & Approach: Need clarification on what "on call" means to them. Consistent staff with years of experience and varied backgrounds. Can reach out to support staff if need be. Did not highlight multi-language skills of staff.

Scope of Services to be Provided: Incorporated CalTrans grant required deliverables. Do like the onboard survey strategy. Clearly addresses the major deliverables.

Schedule of Work: Generally adheres to CalTrans proposed schedule. Allows for some flexibility which is a positive given potential needs to adjust schedules due to Covid or anything else.

Local Presence: Due to the travel distance for LSC PM working from home office in Fair Oaks, California, they were scored accordingly.

References: Refer to Reference Comment tab.

MA
Eval #3

Qualification & Experience: There is a wide variety of experience of different project spread over many agencies that we partner with. The local experience will be helpful in achieving our goals. The Qualifications all line up with our needs for our Transit Plan and meeting the goals of our partner agencies as well.

Organization & Approach: The rounds before recommendations to council can be cleared up a bit. (TAB will be before Council Recommendations). The organization goes back and forth a bit. This in my opinion was a weakness since I had to keep going back to see where I read something.

Scope of Services to be Provided: City of Madera would be lead on Task 1. There were no deliverables for Task 1. City being the full or majority of the lead on Task 1 & 3 would be a weakness since we are already stretched thin. Creation of a QR code for all Outreach material will make it easy to reference the City's website. The QR code is a strength in being able to get the information out to more people.

Schedule of Work: Clear chart was given with a rough dateline. The timeline for Task 2 was clearly laid out but without dates until the schedule. The dates on the chart could have been broken out into beginning, mid, and later of the month to have a clearer idea of when tasks will be completed.

Local Presence: Though neither of the firms have the ability to establish an office within the County or surrounding area, WSP USA mentions their partner VRPA Technologies being a Central Valley-based firm with an office located in Fresno County.

References: Refer to Reference Comment tab.

Qualification & Experience: Moore & Associates has knowledge of the Madera area as they have worked with MCTC on the Triennial Performance Audits. They have worked on Transit Plans with at least 2 other jurisdictions. They have already identified a few areas for improvement. The strengths are that the staff has many years of experience and has done projects in the area to be able to have knowledge with the local needs for the area.

Organization & Approach: Guaranteed biweekly project status updates will keep the project running its course. Organized each task in detail of what will happen and when.

Utilizing Nextdoor app is a good approach as more community members are joining the app.

Scope of Services to be Provided: Well organized services into 4 tasks. Geocoding will help with the new stops when the routes are rerouted. Community involvement is a high priority for the City. Stop Numeric Identifiers are something we are looking into now. Bilingual project webpage is great touch.

Schedule of Work: The schedule of work is clearly mapped out so that we can follow the timeline. The organization will be able to ensure staying on track.

Local Presence: Due to the travel distance for Moores & Associates out of Valencia California, they were scored accordingly.

References: Refer to Reference Comment tab.

Qualification & Experience: Experience with school trips in a small community (Dinuba) is comparable to what we need in Madera. They also have experience with both Fixed and DAR services. City of Lodi experience with revisions to DAR service would be helpful to improve performance and increase ridership to the over all service

Organization & Approach: They come with 63 years of experience in transit planning. On call staff anytime we will need them to come up but will be a drive so it would need to be scheduled. Having a useful and realistic approach to the system will ensure the success of the project.

Scope of Services to be Provided: Community Forums will be virtual and widely distributed. Onboard Passenger Surveys in both English and Spanish is helpful to get rider insight. Evaluating Existing Route Operations will help us to increase on-time performance and increase ridership.

Schedule of Work: Dates set out clearly. There is a chart to follow to keep on track. There is adequate time for each task.

Local Presence: Due to the travel distance for LSC PM working from home office in Fair Oaks, California, they were scored accordingly.

References: Refer to Reference Comment tab.

	WSP	Moore & Associates		LSC TRANSPORTATION CONSULTANTS, INC.
References	FRESNO AREA EXPRESS Jeff Long	City of Burbank Adam Emmer	City of Santa Clarita Adrian Aguilar	Kings Count Association of Governments Teresa Nickell
	RESPONSE	RESPONSE	RESPONSE	RESPONSE
	4.75 - WSP (Parson's Brinckerhoff) was the prime consultant for our Strategic Services Evaluation. This project was to take a fresh look at the system and make determinations to improve frequencies and service levels. They did an excellent job managing the subs including Jarrett Walker and Associates and Rios Inc. Finished product was excellent and FAX is still working towards implementation of many of the recommendations.	5.0 - Moore & Associates was responsive to initial direction pertaining to project objectives. Additionally, Moore & Associates receptive and responsive to comments throughout the project. The final project, presentation materials and Plan were complimented by elected officials.	4.25 - Rating without comments	5.0 - Due to delays with COVID State and regional orders and holiday closures, the TDP rider surveys were delayed which slowed the process, so instead of December 2020, the Plan will be finalized by end of April 2021. LSC Transportation is highly competent in transit studies and provides immediate attention to details, and utilized a proactive subcontractor for public outreach activities (AIM Consulting).

**RFP No. 202021-04
Madera Transit Plan Services Assessment
Interview Scores**

	1	2	3		Totals
	DH	II	MA		
10	Presentation by Team				
WSP USA, INC.	5.00	4.00	5.00	14.00	140.00
LSC Transportation Consultants, Inc.	4.00	3.50	4.00	11.50	115.00
15	Q & A Response to Panel Questions				
WSP USA, INC.	4.00	4.50	4.00	12.50	187.50
LSC Transportation Consultants, Inc.	5.00	3.50	5.00	13.50	202.50

Proposers	Totals	Rank
WSP USA, INC	327.50	
	0.00	
LSC TRANSPORTATION CONSULTANT	317.50	

**RFP NO. 202021-04 Madera Transit Plan Service Assessment
Evaluators Comments Interview**

RATER	WSP USA, INC.	LSC TRANSPORTATION CONSULTANTS, INC.
DH	<p>Comments: Overall WSP presentation was clear, to the point and they explain their reasoning and approach a little further. They were able to clearly explain projects completed that had a similar purpose and what we are wanting to gain from the assessment. It is also good to see that WSP has foresight of the project of potential amendments to be made and are familiar with Caltrans requirements. The one benefit WSP has is their partnership with VRPA who assisted with the development of MCTC ATP. VRPA is very knowledgeable of transit issues and challenges faced by the Central Valley and Madera County/City due to the recent study with Madera County. WSP was also able to share their plan is to develop transit plan that will help and guide any future decision making, flexible to what we need now, adapt for future use, it being a plan we can always go back to.</p>	<p>Comments: LSC presentation was a repeat of the proposal submitted. I was hoping to go into their approach and reasoning more. Overall LSC was thoughtful in their approach and were straight forward with their answers. Their project involvement across the states is very impressive along with the projects completed in neighboring counties. LSC focus seems to be on rural areas and several things shared would be beneficial for our Transit section. Develop standard design and policies. Most noticing was their mentioned of providing a “how-to” guide when moving on from Covid. Introducing threshold performance standards. The firm demonstrated a passion to serve the community when ask why (the firm decided to select this proposal, the firm responded with being able to return to a project area a few years later and see their results firsthand. Seeing the community benefit and not just themselves. The firm also demonstrated a committment with their focus in smaller rural areas vs larger urban areas and the knowing that a smaller transit agency like ourselves is thinly staff and the unforeseen challenges we may face.</p>

RFP NO. 202021-04 Madera Transit Plan Service Assessment

Evaluator's Comments Interview

II	<p>Comments: Outreach by VRPA is a plus. This firm has strong familiarity with local area, specializes in outreach and staff to do this work is well selected. Good understanding of transit as an industry - needing ongoing changes and evolution. The team were eager to take on the professional challenges on these types of projects, Given the familiarity with the region and knowing the region due to family living in the area, inspires wanting to serve and improve the community. The team also had a strong capacity to make changes, catch up with timelines, etc.</p>	<p>Comments: The firm had a good understanding of needed to add expertise and capacity to transit system's staff teams, and also provided great ideas about interview the drivers and getting local and direct insight into the system's operations; had knowledge about trends in the industry as it pertains to the region - increases in ridership amongst younger demographics, and reduced usage amongst seniors; however, the team members selected for the project may not be a strong fit for Madera due to not having had local experience.</p>
MA	<p>Comments: They overall had a very good presentation. They also were very confident that they could finish the project in a quicker timeframe if needed. One addition of partnering with a local company will assist in ensuring that we have a gon the ground person at all times as needed.</p>	<p>Comments: They gave a good presentation and were able to answer all our questions as we asked. They were able to give some insight into local projects and their outcomes so that we would be able to know what we were getting if they were chosen.</p>