



REQUEST FOR PROPOSALS

#2019-01

City of Vacaville Public Transit Ridership Analysis and Recommendations Study

RFP Release

August 01, 2019

Proposal Submittal Due Date

August 09, 2019

at 3:00PM

To

Lori DaMassa, Transit Coordinator
City of Vacaville
Public Works Department
1001 Allison Drive
Vacaville, CA 95687
(707) 469-6575
lori.damassa@cityofvacaville.com

All referenced documents for this project can be downloaded at:
<http://www.citycoach.com/about-us/ridershipstudy-rfp>

This project is funded by State Transportation Development Act (TDA)

Request for Proposals

City of Vacaville Public Transit Ridership Analysis and Recommendations Study

A. Introduction

The City of Vacaville seeks ridership analysis and recommendations study assistance from a consultant with significant public transit system experience and background.

The context for this effort includes evolving transportation patterns within Vacaville, changes in the location of transit trip generators, and the advent of ridesharing services.

The transit ridership analysis and recommendations study effort is intended to meet the following objectives:

- Determine root causes(s) of City Coach ridership declines;
- Recommend action(s) and steps to take which stop the ridership decline and rebuild ridership.

It is the City's intention that the developed transit ridership analysis and recommendations study document will be used as a blueprint in restructuring the City's public transit system.

B. Background

1. Agency Description

Vacaville is a city of 97,000 residents located 52 miles north-east of San Francisco. Vacaville City Coach is a municipal bus transit system operated by the City of Vacaville's Public Works Department. All aspects of City Coach's management, planning, and marketing are conducted by City of Vacaville employees. Transit operations are contracted through a service agreement with First Transit Inc.

Vacaville City Coach operates a fleet of eighteen (18) 35-foot, low-floor, Compressed Natural Gas buses for fixed route service. Each of these buses has 30 seats. Demand response service is provided by six (6) 15-foot cutaway vans with eight seats.

Most routes begin and end at the Vacaville Transportation Center, which functions as one of two main transfer centers the other being in Vacaville's downtown area at the Downtown Transit Plaza.

Vacaville City Coach provides service on six (6) fixed-routes, one of which is a deviated fixed-route (serving the Leisure Town Senior Community) with a peak vehicle pull-out of 13 vehicles. The majority 30 minute frequency, pulse-based system combines both bi-directional linear routes as well as one-directional loop routes with the Route 5 being the heaviest traveled route.

The City Coach system is largely coverage-oriented, with uniform headways operated throughout the majority of the system. Information on City Coach routes and schedules, as well as fare information and the City Coach system map, can be accessed at: <http://www.citycoach.com>.

The Vacaville City Council serves as the policy board for Vacaville City Coach. The final, recommended service plan will be presented for review and consideration of adoption by the City Council.

C. Scope of Work

This Scope of Work is provided as a guide to bidders. Bidders are invited to suggest altered or expanded tasks; however, any deviations from the Scope of Work set forth in this RFP should be explicitly identified and discussed in bidders' proposals. Bidders may also set forth optional tasks, with cost proposals clearly identifying the costs for optional tasks.

The Transit Division expects the consultant to provide the following services and deliverables as well as be responsible for all graphic design, advertisement and printing related to this project:

1. Origin / Destination Analysis

Perform a transportation origin / destination analysis. Generate graphical data corresponding to City Coach transit routes.

Deliverables:

- Origin / Destination Analysis Results

2. Update Transit Performance Data

The last City Coach Short Range Transit Study was completed in early 2018 and contained data from the 2016/17 fiscal year. Develop an updated five-year table using current transit performance data based on metrics such as passengers/hour, cost/hour etc.

Create an stop by stop route boarding map based on supplied City Coach March 2019 APC data.

Deliverables:

- Updated Transit Performance Data

3. Community Input

Gather data from the community as to transportation needs, travel patterns and general transportation concerns.

Deliverables:

- Summarized Results

4. Needs Analysis and Creation of Draft Transit Plan

Using data gathered in scope of work items #1-3, develop an assessment of transit ridership in Vacaville and a plan to stop the decline and rebuild ridership.

Deliverables:

- Report on Transportation Needs and Draft Transit Plan

5. Final Report

Final report with adopted staff comments.

Deliverables:

- Final Report (in Microsoft Word and Adobe PDF formats)

D. Time of Performance

The Transit Division anticipates completing work on the transit service evaluation and restructuring plan within a three (3) month timeframe from the date of contract award.

E. Proposal Requirements and Submittal Process

To be considered, your proposal should be received no later than **3:00 PM** on **AUGUST 09, 2019**. Please submit proposals to the attention of:

Lori DaMassa, Transit Coordinator
1001 Allison Drive
Vacaville, CA 95687
lori.damassa@cityofvacaville.com
707-469-6575

Only proposals received as of the proposal due date and time will be considered timely. Proposals and modifications received after the time set for the bid due date will be rejected as late.

Proposals will clearly articulate how those services identified in the scope of work will be provided, and provide costs for services, vendor qualifications, experience, references, and all of the information requested herein. Proprietary data or trade secrets should be clearly identified as such in your proposal.

Proposal Postponement and Addendum: The City reserves the right to revise or amend the specifications or any other part of the proposal up to the time set for opening. Such revisions and amendments, if any, shall be announced by addendum to all prospective bidders. If revisions and amendments require changes in services proposed, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable bidders to revise their proposals. The addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

F. Evaluation of Proposals

Proposals will be evaluated using the following criteria:

- a. Demonstrated understanding of the scope of work (25 possible points);
- b. Demonstrated ability to perform the service described/history of providing similar services to comparable entities (25 points);
- c. Experience, qualifications, and expertise of the team proposed for the project (30 points);
- d. Costs relative to the scope of services (15 points); and
- e. Willingness to accept the City's contract terms as presented in Attachment 1 (5 points).

The City reserves the right, at its sole discretion, to take any of the following actions: waive informalities of minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Required information to be submitted in the proposal must be current, complete and accurate. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, at the sole discretion of the City. False, incomplete, misleading, or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection. The City reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

G. City Contacts

All communication regarding the Scope of Work or proposal process should be in writing and directed to Lori DaMassa, Transit Coordinator at: lori.damassa@cityofvacaville.com .

H. Estimated Schedule

Date	Milestone
August 01, 2019	Release RFP
August 09, 2019	Proposals Due
August 12, 2019	Panel Meets to Screen Proposals
September 27, 2019	Award of Contract
September 28, 2019	Start of Work

I. General Provisions

1. In submitting a proposal, proposers must comply with the performance criteria as set forth in these instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A City Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be invited for a subsequent interview and contract negotiation at their own expense.
3. City reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
4. Progress Reports and Payments: Payment will be made on a calendar-month basis in arrears, based on the hours and expenses for the month invoiced. Invoices will be accompanied by a progress report summarizing work completed during the month and the number of hours provided by each staff person, as well as appropriate documentation for any expenses charged to the project.
5. Non-collusion affidavit: The consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any revenue audit consultant or anyone else to put in a sham proposal,

or that anyone shall refrain from bidding; that the auditor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the financial advisor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other revenue audit consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. EEOC: By submitting a proposal, the consultant certifies that: a) the consultant does not discriminate against any employee or applicant for employment because of race, religion, sex, age, creed, color disability or national origin; b) the consultant is in compliance with all Executive Orders and federal, state, and local laws regarding fair employment practices and non-discrimination in employment; and c) the consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

J. Protests

In the event a bidder or proposer desires to protest an award, protests shall be resolved in keeping with the City of Vacaville City Purchasing Policy and Procedures Manual. Per City of Vacaville Purchasing Policy and Procedures Manual:

1. Definitions

The following terms as may be used in this section are defined below:

1. "Proposal" refers to an offer or proposal as used in the context of a Request for Proposal.
2. "Day" refers to working day of the CITY, Monday through Friday, 8:30 a.m. - 5 p.m.
3. "Date of Notification of Award" refers to the calendar date that the CITY places in the US Mail an official letter informing each submitting Proposer which bidding firm, corporation, partnership or individual was awarded the purchase contract.
4. "File" or "submit" refers to date of receipt by CITY of protest materials.

5. “Interested Party” means an actual or prospective Proposer whose direct economic interest would be affected by the award of Agreement, or by failure to award Agreement.
6. “Protester” refers to interested party filing a protest or appeal.

2. Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Buyer or Director of Finance or designee. The protest shall be submitted in writing within ten (10) days after such person knows or should have known the facts giving rise to the protest. ***Protests and appeals which are not submitted in accordance with these procedures will not be considered by the City.***

Bid protests must follow the procedures and the timeline described below. Bidders will be advised of these procedures in contract specifications, as well as at the pre-bid conference, if applicable.

Bid protests will not be considered for the following reasons:

- Bidder’s failure to follow bid protest procedures (i.e. content and time requirements).
- After the contract award is finalized.
- Claims lacking merit.

These procedures will apply to all types of procurement actions undertaken by the City, with the exception of capital improvement bids. The City follows the State of California Bid Protest Regulations for capital improvement bids.

Protests of award must be filed in writing with CITY at:

City of Vacaville
Administrative Services Department
650 Merchant Street
Vacaville, CA 95688
Attn: Bid Protest

Protest shall:

1. Include the name and address of the Protester.
2. Identify the subject proposal/project.
3. Provide a statement of the grounds for protest.
4. Include all relevant information and supporting documentation.

In the case of a protest concerning the content and/or procedures relating to a Request for Proposal (RFP), CITY shall review the protest and render a decision addressing each issue raised in the protest within five (5) days. This decision shall be disseminated in an addendum to the RFP. **CITY's decision shall be final.**

3. Authority to Resolve Protests

The Buyer shall review all bid protests and communicate his or her decision in writing to the Director of Finance or designee. If a protest is not resolved to the satisfaction of the aggrieved, the aggrieved may appeal to the Director of Finance or designee to present his or her grievance.

Protests shall be submitted to the Director of Finance or designee within ten (10) days of a written decision of the Buyer. The Director of Finance or designee shall review and resolve the appeal. The aggrieved party may appeal the decision of the Director of Finance or designee to the City Manager or designee. A request for this action must be made in writing within ten (10) days of the date of the decision of the Director of Finance or designee.

Except in cases where the project is Federal Transit Administration (FTA) funded, the decision of the City Manager or designee regarding the protest and the award of contract shall be final and shall be given in writing and submitted to the protestor.

4. Stay of Procurements during Protest

An aggrieved party may request a stay of award prior to award of the contract. Upon notification of a request for a stay to the Buyer, the proposed acquisition or award shall not proceed until the protest has been resolved, unless the City Manager or designee makes a written determination that continuation of the bid process or the award of the contract without delay is necessary to protect life, health, safety, or property of the citizens of Vacaville.

Attachments

Attachment 1: Professional Services Agreement (SAMPLE) for the City of Vacaville Public Transit Ridership Analysis and Recommendations Study

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ATTACHMENT 1

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF VACAVILLE AND
CONSULTING COMPANY
FOR
TRANSIT RIDERSHIP ANALYSIS AND RECOMMENDATIONS STUDY**

THIS AGREEMENT is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and Consulting Company, a Corporation (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from *(check one)*:

the date of this AGREEMENT last written below to January 31, 2020, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed DOLLAR AMOUNT dollars (\$). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT (including CONSULTANT's employees), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONSULTANT nor CONSULTANT's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees may have to any such benefits or rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.

A. INDEMNITY.

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

B. OBLIGATION TO DEFEND.

CONSULTANT shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

C. INSURANCE POLICIES; TERMINATION.

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

SECTION 9. INSURANCE REQUIREMENTS.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this agreement. CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Manager as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Manager. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's Director of Public Works or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request

by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CITY: Lori DaMassa, Project Manager
City of Vacaville
1001 Allison Drive
Vacaville, CA 95687
ATTENTION: Lori DaMassa

TO CONSULTANT: Consulting Company
2nd Line
Address
City, State Zip
ATTENTION:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

SECTION 22. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C. H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: _____

By: _____

David Nam, Deputy City Attorney I

Shawn Cunningham, Director of Public Works

Dated: _____

"CONSULTANT"

Consulting Company

By: _____

Name

Dated: _____

EXHIBIT A

RECITALS

WHEREAS, CITY desires to obtain contract services to conduct a transit ridership analysis and recommendations study project; and

WHEREAS, Consulting Company has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain Consulting Company as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

See CONSULTANT's Proposal, entitled "Vacaville City Coach Ridership Analysis and Recommendations Study", dated August DATE, 2019, attached hereto below and incorporated herein by reference.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth in CONSULTANT's Proposal, entitled "Vacaville City Coach Ridership Analysis and Recommendations Study", dated August DATE, 2019, attached hereto under Exhibit B above. Notwithstanding CONSULTANT's estimated time for completion of three (3) months from the execution of this AGREEMENT, the time for completion is January 31, 2020.

EXHIBIT D

COMPENSATION

CITY agrees to compensate CONSULTANT up to but not to exceed DOLLAR AMOUNT dollars (\$) for professional services and reimbursable expenses performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed DOLLAR AMOUNT dollars (\$). Payment for professional services shall not exceed DOLLAR AMOUNT dollars (\$). Payment for reimbursable expenses shall not exceed DOLLAR AMOUNT dollars (\$0.00). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.

Reimbursable expenses shall include the reasonable cost of: travel, copying, delivery, and phone charges.

EXHIBIT E

INSURANCE

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going

Operations (ISO Form CG 20 10).

3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

Required Coverage	Minimum Limits
<p>General Liability <i>(primary and excess limits combined)</i></p>	<p>Minimum coverage \$1,000,000 per occurrence and \$2,000,000 aggregate.</p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 per occurrence for bodily injury and property damage.</p>
<p>Workers' Compensation and Employers' Liability</p>	<p>Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</p>

Professional Liability or Errors and Omissions Liability	Minimum coverage \$1,000,000 per claim and \$1,000,000 aggregate (on a claims made basis).
Required Policy Conditions	
Additional Insured Endorsement - On-Going Operations	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p> <p><i>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</i></p>
Primary and Noncontributory Endorsement	The Additional Insured coverage under the CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01 04 13.
A. M. Best Rating	A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.
Waiver of Subrogation Endorsement	CONSULTANT's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.
Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"> 1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY's Risk Manager and shall not reduce the limits of liability. 2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. 3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention

	guaranteeing payment of losses and related investigations, claims administration and defense expenses.
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Umbrella/Excess Liability Policies

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of the CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

Claims-Made Policies

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONSULTANT shall include the following language in their agreement with subcontractors: “Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request.”

CONSULTANT is responsible for verifying subcontractors’ insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT’s subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT’s subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY *before work may begin*. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY’s Project Manager. Insurance certificates and endorsements may be emailed or faxed to CITY’s Project Manager. However, CONSULTANT must mail the original certificates and endorsements to CITY’s Project Manager once emailed or faxed.

CITY’s Project Manager

NAME:	Lori DaMassa
ADDRESS:	1001 Allison Drive, Vacaville CA 95687
EMAIL:	lori.damassa@cityofvacaville.com
PHONE:	(707) 469-6575

Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided. **Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY’s insurance requirements, CITY may take such action as it deems necessary to protect CITY’s interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY’s Project Manager.**

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

EXHIBIT F

SPECIAL PROVISIONS

Check one:

- There are no special provisions.

- The special provisions to this AGREEMENT are as follows: