



**EUREKA TRANSIT SERVICE
LINE SYSTEM FEASIBILITY STUDY
BID #2016-20**

Submission Deadline:
Tuesday, June 7th, 2016
No postmarks will be accepted.

PROJECT SUMMARY: The City of Eureka is requesting proposals from qualified firms to prepare a Line System Feasibility Study (“study”) for Eureka Transit Service (ETS). Eureka Transit Service is a loop system; the study will determine the feasibility of changing ETS to a line system. The study will examine and recommend alternatives for rerouting ETS in order to improve service for customers.

The City is seeking information that clearly describes the firm’s qualifications and experience with similar projects, and a proposed approach for accomplishing the objectives of the study, given the established budget, as explained in this RFP.

GOAL & OBJECTIVES

The ultimate goal is that Eureka residents, workers, and visitors regularly utilize public transit for their everyday needs. The operational goal is for Eureka Transit Service to maximize the places people in Eureka can get to by bus in the minimum amount of time feasible.

The objectives of the study are to:

- ❖ Improve ETS customers' transit experience.
- ❖ Cut passenger trip riding times.
- ❖ Reduce unproductive service miles.
- ❖ Increase efficiency with transfers to local (ETS) and regional routes.
- ❖ Increase transit ridership.
- ❖ Increase ease of connecting to other modes (i.e. travel by foot and by bike).

PROJECT AREA & BACKGROUND

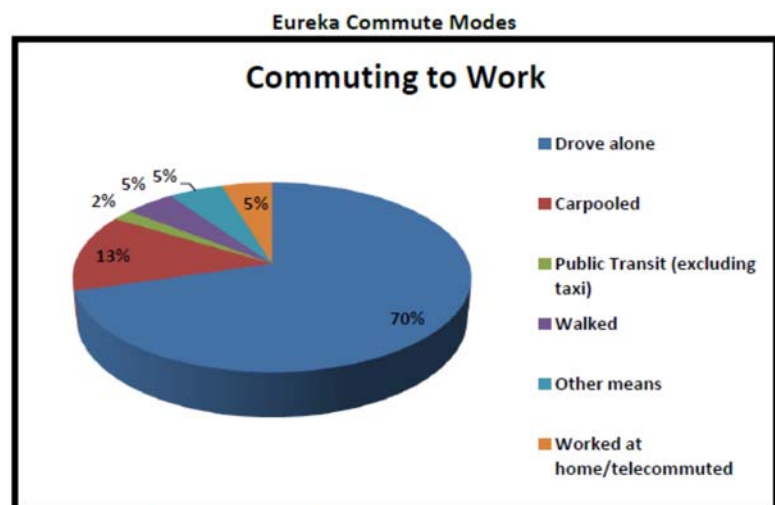
The project study area is the City of Eureka, California. The areas of concentration may generally—but not necessarily or exclusively—be the areas that Eureka Transit Service (ETS) currently serves (see ETS route map, attached).

The City of Eureka is a general law city incorporated in 1856. The City has a mayor-council form of government. It is the County seat for Humboldt. Eureka is located on the northern coast of California at the southern end of Humboldt Bay on the western mid-point of Humboldt County. The City has a population of roughly 28,000 (2012 Census Data) while the greater Eureka area contains approximately double that population.

Eureka Transit Service (ETS) has been operating since 1976, originally contracted to a private bus operator. Since the mid-1980s, the City has contracted Humboldt Transit Authority (HTA, a Joint Powers Authority) to operate its fixed route system and to administer day-to-day duties and reporting of the paratransit program. (The City contracts with other companies to operate paratransit service.) The City's Finance Department oversees and manages the transit system.

The ETS operates four fixed routes on weekdays (6:30-7am to 7pm) and three routes on Saturdays (10am to 5pm). Schedules run hourly. The transit hub is located at H and 3rd Streets in Old Town Eureka. Other major boarding stops include the Bayshore Mall, and F Street & Harris Street. The regional commuter service, Redwood Transit System (RTS) runs along Highway 101 in Eureka (Broadway, 4th Street, and 5th Street), which traverses over eight

miles through the City. The RTS buses connect ETS riders to northern and southern destinations from Fortuna to Trinidad, as well as to the Arcata Transit Facility, where riders can board eastbound buses. Greyhound Bus Lines has a curbside bus stop (unstaffed) at 4th and Q Street in



Source: 2005-2009 American Community Survey 5-Year Estimates

Eureka. Amtrak has a curbside bus stop (unstaffed) at 6th and C Streets. Map and schedule include as Exhibit D.

Project-related, current documents that are available on-line (www.hcaog.net/library):

- *FY 2011/12–2015/16 Transit Development Plan Update for Humboldt County Transit Systems* (PMC for HCAOG, 2012)
- *Variety in Rural Options of Mobility (VROOM): HCAOG 20-Year Regional Transportation Plan–2014 Update* (HCAOG, 2014)

BUDGET & SCHEDULE

There is an established budget of \$80,000 for this study. The project/study is funded from monies allocated to the City of Eureka from the Federal Transit Administration program “Formula Grants for Other Than Urbanized Areas” (FTA Section 5311), and the State Transit Assistance fund (legislated by the Transportation Development Act (TDA) of 1971).

City staff anticipate the City Council will award a contract to the selected consultant team in June 2016. The final study must be completed and submitted to the City by October 2016. Intermediate deliverables should include, but are not limited to, stakeholder survey/interview findings, public outreach, line route conceptual alternatives, administrative draft study, public draft study, and final draft study. The final product will be the complete, final study, to be presented to the Eureka City Council.

STUDY APPROACH (SCOPE OF WORK)

Interested consultants should propose a work approach and scope based on the goal and objectives of the study and the available budget, guided by their understanding of the project and past experience with similar projects.

REQUISITE DELIVERABLES

I. SURVEY OF STAKEHOLDERS’ RECOMMENDATIONS

The consultant shall solicit input from local stakeholders to gather their ideas, suggestions, and top choices or priorities for ETS service, including priority destinations, recommended routes, preferred locations of and amenities at bus stops, and other pertinent information. Target audiences and stakeholders include, but are not limited to:

- HTA & ETS transit operators – management, bus drivers, others
- City of Eureka – Finance Dept. staff and other staff that City identifies
- current transit riders

- potential (latent) ridership populations
- social service agency staff/ reps
- HCAOG committees (e.g., Service Coordination Committee, Social Service Transportation Advisory Council)
- Humboldt State University and College of the Redwoods student body and administrative staff

The consultant should conduct a 100% ridecheck (boarding and alighting counts by bus stop) of ETS weekday and weekend routes, or propose another method for determining the relative importance of bus stops, based on passenger activity.

Responsive consultants will clearly describe the method(s) they propose to use to gather and convey the above information.

II. PUBLIC OUTREACH & ENGAGEMENT

The consultant's scope of work shall include a proactive public outreach program. Outreach information should convey clearly that this study is to determine the desirability and feasibility of rerouting to a line system, and that no decision has been made beforehand. The study will help the City of Eureka and HTA decide how to proceed.

Responsive consultants will describe clearly how they will carry out public outreach efforts and how they will inform the public and provide opportunities for the public to engage in this study.

III. LINE SYSTEM ALTERNATIVES

Develop alternatives of a line system, identifying proposed routes and schedules for weekday and Saturday service. Proposed schedules must factor in the mandated breaks for drivers (8-10 minutes). At least one of the alternatives must follow California Industrial Welfare Commission's wage order 9.¹ Consultants may choose to present a conceptual line system(s), get feedback, and then develop the top choices in more detail. The study shall detail the following information and recommend ETS route(s) and bus stop locations.

The consultant will survey potential sites for new bus stop locations along proposed route alternatives. For each candidate location, the consultant will describe why it is recommended, based on parameters such as (not limited to):

- Approximate right-of-way boundaries, public easements
- Traffic circulation, access for buses, autos, people on foot, on bike, and in wheelchairs.
- Necessary drainage improvements, if any (for bus stop to function properly)
- Sidewalk area dimensions, space available for transit amenities.
- If the site complies with ADA standards and/or needs access improvements.

¹ Order No. 9-2001 Regulating Wages, Hours and Working Conditions in the Transportation Industry, California Industrial Welfare Commission/Department of Industrial Relations

- Willingness of adjacent property owners.
- Parking concerns, if any.
- Safety issues and need for improvements, if any.

The study should describe the following characteristics of each proposed route:

- Connectivity with RTS and other ETS routes
- Connectivity to adjacent or nearby travel corridors that are easily accessible or preferred by people making multi-modal trips (i.e., traveling by transit, by foot, by wheelchair, and/or by bike)
- Scheduled recovery time
- Number of bus stops and spacing between bus stops
- Proximity to major and minor destinations
- Cost
- Projected ridership

The study shall define the comparative advantages (and disadvantages) of each alternative against the other(s). The study must describe the feasibility of the line system alternative(s) being self-sustaining, i.e. meeting its fare box ratio.

IV. TRANSITION PLAN

The study shall include a “transition plan” that outlines steps the City of Eureka should undertake if the City decides to transition from the existing loop system to a line system. The transition plan should outline the best practices and best schedule for: informing the public, establishing new bus stops, “decommissioning” eliminated bus stops, making new route information available, implementing the new routes, and other steps necessary to have as successful transition as possible.

V. COST ESTIMATES

The study shall include a preliminary or order-of-magnitude estimate of general capital and operating costs of the recommended line system alternative(s). Construction costs need not be penciled out for every single bus stop; consultants could use an average multiplier per bus stop, an aggregated sum per route, or may propose another logical and understandable method for estimating construction costs. An estimated cost of implementing the transition plan must be included.

VI. OTHER ACTIVITIES

Responsive consultants (proposers) must propose to conduct the following activities in conjunction with the above deliverables, within the budget and timeline of the project:

- ☐ Project kick-off meeting (virtual or in person)
- ☐ Periodic project management meetings (define intervals)

- ☐ Overall project management
- ☐ Administrative draft study to City staff (must include deliverables I through V as outlined in this RFP)
- ☐ Draft and final study to City staff (must include deliverables I through V acceptable for public release)
- ☐ Final presentation to City Council (this may be optional as City staff could present final to City Council)

INSTRUCTIONS FOR RESPONDING TO THE RFP

SCHEDULE OF EVENTS

| | |
|--|------------------------------------|
| City issues RFP | Thursday, April 28, 2016 |
| Pre-proposal meeting (attendance not required) | 2:00 p.m., Thursday, May 12, 2016 |
| Submission deadline for project proposals | 2:00 p.m., Tuesday, June 7, 2016 |
| Proposal opening | 2:00 p.m., Wednesday, June 8, 2016 |
| City Council meeting | Tuesday, June 21, 2016 |
| Contract negotiation & award | June 22-29, 2016 |
| Final product delivered..... | Monday, October 31, 2016 |

The City of Eureka reserves the right to revise and/or withdraw this request at anytime for any reason. Consultant selection will consist of the process outlined herein. An agreement between the City and the successful consulting firm will require the approval of the City Council. The services to be provided during the contract period will be outlined as part of the agreement.

CONTENTS OF PROPOSAL

Proposals shall include, at minimum, the following information presented in clear and concise format in order to demonstrate the proposer's (consultant's) related experience, competence, and professional qualifications for satisfactorily performing the work outlined in the RFP's Requisite Deliverables section. Responsive proposals shall include the following:

1. A transmittal letter: The transmittal letter shall be signed by an individual authorized to offer, negotiate, and execute contracts on behalf of the firm, and shall contain a statement to the effect that the proposal is a firm offer in effect for 60 days. The letter must acknowledge receipt of any and all addenda, if any were issued.

2. Project Understanding & Interest: This section will describe the consultant's basic understanding of, and interest in, the project. It should identify key issues known or expected, and those key issues which will be addressed during the project. Consultant shall provide any insights, innovative ideas, or recommendations, which will characterize the work to be performed and describe how consultant will perform their work.

3. Study Approach (or Scope of Work): The proposal will clearly describe how the consultant will approach completing the work to meet project objectives, and, specifically, to satisfactorily deliver “Requisite Deliverables” outlined in this RFP. The Study Approach should describe major tasks, milestones, and estimated staff and hours to accomplish each task/deliverable. Recommendations that demonstrate a clear benefit or advantage to the City may receive favorable consideration. The Study Approach may include any additional information, resource, or work element that, in the consultant’s opinion, would provide a superior work product.

4. Project Management & Budget: This section will describe how the consultant/team will plan, execute, monitor, and manage the project. The proposal must identify which staff are responsible for project management. This section must include a project timeline that proposes a schedule for project meetings, for performing the work (highlighting all major tasks/deliverables) including public outreach and engagement.

Proposal shall include in a separate, sealed envelope, one (1) fee schedule for a cost of services total not to exceed of \$80,000. The sealed envelope must identify the lead consultant firm’s/team’s name and the project name, “ETS Line System Feasibility Study.” The fee schedule shall describe all charges and hourly rates of service and any expenses to be reimbursed. Project costs shall be demonstrated by both dollar amount and percentage of total cost. The estimated consultant fee may be a basis for contract negotiations with the most qualified consultant team.

5. Related Experience & Qualifications: This section will describe the firm’s or team’s relevant work history and capabilities with similar projects completed in no more than the last 10 years. Emphasize the experience with projects and jurisdictions (i.e. community settings or general characteristics) comparable to this project.

6. Responsible Personnel: List the proposed team and those key consultant staff members who will be assigned and directly involved in the project, together with the expected hours that each key person is to be committed to the project. Include (as an attachment to the main body of the proposal) concise résumés key project members’ qualifications and experience. Include concise résumés for key sub-consultants, if any.

7. References: At least three references from other organizations, with at least two from public agencies, for which consultant has performed work relevant to this RFP in the last five years.

8. Contract Exceptions: Identify contract exceptions, if any, as an attachment to the proposal.

9. DBE Commitment: Each response must include a submission of DBE Commitment (Exhibit C). The Bidder shall fill out and submit as part of the proposal. The City of Eureka has established a Disadvantaged Business Enterprise (DBE) program in accordance with the U.S. Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 26. The City’s policy is to ensure that DBE’s have an equal opportunity to participate in all City projects and to track DBE participation in all City contracts. Bidders shall have a full and complete understanding of requirements of the Regulations and the Department’s Disadvantaged Business (DBE) program developed pursuant to the Regulations. The DBE Utilization Goal is 0%.

It is important that the consultant address and/or acknowledge all items requested in this RFP, as well as provide any pertinent information that may help the City in evaluating consultant proposals. It is not necessary to submit affidavits, certificates, or proof of insurance coverage with the proposal.

EVALUATION CRITERIA

A review committee, including City staff, will evaluate each response to the Request for Qualifications and may meet with some or all of the respondents. Staff may request a consultant to clarify aspects of the information submitted. The review committee will rank the submittals based on the criteria listed below.

NOTE: NO REVISIONS OR SUPPLEMENTAL MATERIAL WILL BE ACCEPTED AFTER STAFF REVIEW.

The evaluation criteria for evaluating and selecting a consulting firm include, but are not limited to, the following (no particular order):

- References and experience.
- Qualifications and expertise of key personnel, including sub-consultants, if utilized.
- Business reputation.
- Ability to fulfill the requirements of the Study scope in the timeframe established.
- Adherence to available budget.
- Completeness of the proposal and responses to the items presented in this RFP.
- Creativity in approach and identification of supplemental tasks/deliverables not listed.
- Appropriateness of project schedule and work distribution among tasks/deliverables.

The City may request additional information while reviewing proposals. Based on an evaluation of the submittals using the above criteria, it is possible that the top candidates may be scheduled for an interview with the review committee.

| Criteria | Possible Points |
|--|-----------------|
| 1. Experience and competence of team/firm(s) and key individuals on similar projects. | 25 |
| 2. Interest in project and understanding of the project goals and objectives. | 10 |
| 3. General understanding of the work to be accomplished and overall approach to the services and deliverables requested. | 35 |
| 4. Schedule and project management plan. | 15 |
| 5. Cost effectiveness and adherence to available budget. | 15 |
| Total | 100 |

Contract negotiation will be initiated with the top-rated consultant following review and rating of all submitted proposals. The contract work scope will be based on the approach and work scope described in the proposal. In the event that a contract cannot be negotiated with the top-rated consultant, the City will initiate negotiations with the second-rated consultant.

GENERAL CONDITIONS

1. **Public Information:** All submittals and information submitted to the City of Eureka (City) shall become public record upon their delivery to the City.
2. **RFP Addenda:** The City reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. Any submittal to the City will acknowledge receipt of the Addenda.
3. **Submittal Preparation Costs:** All costs incurred in the preparation and presentation of a submittal shall be wholly absorbed by the proposer.
4. **Withdrawal of Submittal:** Any proposer may withdraw his/her submittal, either personally or by written request, at any time prior to the scheduled closing time for the receipt of submittals. Such requests are to be directed to the City of Eureka.
5. **Selection Procedures:** Submittals will be subject to the City's selection procedures for professional consultants. Accordingly, final selection will be based upon overall capability to perform services.
6. **Right to Reject Submittals:** The consultant will be hired under contract (Exhibit B) to the City. The City will attempt to negotiate a contract with the best qualified firm/team at compensation which the City determines is fair and reasonable. If the City is unable to do so, negotiation with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams on the list in order of ranking. If the City is unable to negotiate a satisfactory contract with any of the selected firms/teams, the City may select additional firms and continue the negotiation process.

The retained consultant will be paid for its actual time and expenses for work on a lump sum basis under the contract. Cost proposal format and content must follow Local Assistance Procedures Manual EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1). The consultant should anticipate that ten percent (10%) will be withheld until all work is completed to the satisfaction of the City. The City must also approve all interim work products before payment. Retained consultant should expect up to an eight week delay in payment after invoicing.

This Request for Proposal/Request for Qualifications is not a contract or commitment of any kind of the City of Eureka and does not commit the City to award an "Agreement for Services" or pay

any cost incurred preparing the submission. The City, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to waive any non-material irregularities or information in any submittal, and to accept or reject any combination of items, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposal/Request for Qualifications. All submittals will become the property of the City. Failure to provide any of the requested information within the specified submission period may cause the City, at its sole discretion, to reject the submittal or require additional information.

The objective is to execute an agreement with the selected firm within fourteen (14) days after notification of selection, unless the time of execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement may result, at the sole discretion of the City, in a decision to select from the remaining proposers or to call for new statements of qualifications.

INQUIRIES

Responses to this Request for Proposals (RFP) should be in accordance with the instructions stated herein. Questions regarding this RFP should be submitted in writing to Ms. Wendy Howard, Finance Director, at the address or e-mail listed below.

PROPOSAL SUBMITTAL

Proposals must be received no later than 2:00 p.m. on Tuesday, June 7th, 2016. Late proposals will not be accepted and will be returned un-opened to the consultant.

Four (4) hard copies, printed double-sided, and one electronic copy* of the proposal shall be sent to:

Re: Eureka Transit Service - Line System Feasibility Study
Ms. Wendy Howard, Finance Director
Finance Department
City of Eureka
531 K Street
Eureka, CA 95501
(707) 441-4114

*The electronic copy may be turned in on a disc or by e-mail to: whoward@ci.eureka.ca.gov

Exhibit "A"
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Eureka, a municipal corporation, ("City") and _____ ("Consultant").

RECITALS

WHEREAS, the City desires to contract for professional or technical services: and

WHEREAS, the Consultant represents that it is duly qualified and experienced to provide such services;

NOW, THEREFORE, said City and said Consultant, for the consideration hereinafter set forth, mutually agree as follows:

AGREEMENT

1. Consultant services shall be furnished in accordance with the attached Terms and Conditions for Professional Consulting Services Agreements, which are incorporated herein by this reference as Exhibit B.

2. Consultant shall assign _____ to personally participate in said services.

3. Consultant shall perform those services described in the attached Scope of Work (Exhibit A). City shall pay Consultant as compensation in full for those services, in an amount not to exceed \$_____, payable as specified in the attached Terms and Conditions for Professional Services Agreements.

4. The effective date of this agreement is _____ and it shall terminate on _____, unless terminated or extended as provided for within the Terms and Conditions' section of this Agreement.

5. Consultant shall provide City with a work progress schedule to be approved by City before services commence. The work progress schedule which is incorporated herein by this reference in Exhibit B.

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

CITY OF EUREKA

By: _____
Frank Jäger, Mayor

Dated: _____

Approved as to administration:

By: _____
Greg Sparks, City Manager

Approved as to form:

By: _____
Cyndy Day-Wilson, City Attorney

Attest:

By: _____
Pamela J. Powell, City Clerk

Consultant:

Dated: _____

1099 Information

By: _____
Signer Name

Tax Payer ID # _____

Social Security # _____

Incorporated: Yes _____ No _____

Exhibit "B"
TERMS AND CONDITIONS FOR
PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1. **DEFINITIONS:** "Consultant" shall mean the Professional Consultant which has entered into the Agreement which by reference is subject to the Terms and Conditions hereinafter set forth. "City" shall mean the City of Eureka, a municipal corporation "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.
2. **CONTRACT TERMS TO BE EXCLUSIVE:** This document is the entire AGREEMENT between the parties and it incorporates or supersedes all previous agreements describing the terms and provisions of the Agreement for Consulting Services.
3. **AMENDMENT OF SCOPE OF WORK:** City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement.
4. **CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT:** At any time and for any reason, City shall have the right to terminate or cancel the agreement upon ten (10) days' written notice, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this agreement. **If the agreement is suspended for one year or more and then restarted, City and Consultant agree to act reasonably and in good faith to re-negotiate Consultant's compensation.** Any compensation to Consultant for expenses resulting from the suspension and remobilizing the project shall be limited to twenty (20) hours and reasonable expenses incurred by Consultant in remobilizing the project.

City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon compensation to the Consultant.

5. **MEDIATION:** Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement, shall be submitted to non-binding mediation by a neutral and independent mediator, who shall be selected by the parties by mutual agreement or, if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association. The cost of the mediator and any other mediation costs shall be borne equally by the parties. The mediation process and the outcome of the mediation shall remain confidential. Notwithstanding the foregoing terms, the parties shall make every reasonable effort to resolve disputes, controversies or claims between themselves in a cooperative fashion prior to submitting a dispute to mediation. Unless otherwise mutually agreed in writing by the parties, neither party may commence any action at law or equity until the mediation provided herein has been concluded.
6. **EMPLOYMENT PRACTICES:** Consultant shall not discriminate in his performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).
7. **TITLE TO DOCUMENTS:** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use.
8. **RECORDS OF PERFORMANCE:** Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for a period of three (3) years from the date of final payment.
9. **ASSIGNMENT:** The Agreement shall not be assigned by the Consultant in whole or in part, without the written consent of the City.
10. **PAYMENT:** Consultant shall submit itemized monthly statements/invoices for work performed. Payment shall be made based upon approval of the statement/invoice. City shall make payment to the consultant within thirty (30) days after receipt and approval of such statement/invoice.
11. **FEDERAL AND STATE RULES AND REGULATIONS:** In the event the Request for Proposal to Provide Professional Consulting Services cites any federal or state financial

assistance involved in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable federal and state laws, rules and regulations.

12. **CORRECTION OF WORK:** The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand without cost to the City.
13. **INSURANCE REQUIREMENTS** - 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 the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

The insurance company agrees to waive all rights of subrogation against the City of Eureka, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured.

- D. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions Liability: \$2,000,000 per occurrence for Design or Construction and \$250,000 for Non-Design or Construction.
- E. I certify that in the performance of the scope of work outlined in this agreement, I

shall not employ any person in any manner so as to become subject to the Workers Compensation laws of California.

(Consultant to initial, if applicable)

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The City, its officers, officials, employees are to be covered as insured as respects: liability to the extent caused by the negligent operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

14. **SUBCONTRACTING:** None of the services covered by this contract shall be subcontracted without the prior written consent of the City. Execution of this AGREEMENT shall constitute consent by the City for Consultant to subcontract portions of the work covered by this AGREEMENT to the firms identified in the Scope of Work

(Exhibit A). Services of this AGREEMENT shall be performed for City in fulfillment of the obligation of City. It is understood that Consultant's responsibility will be to City. Accordingly, Consultant shall provide services so as to be as accurate and objective as possible. It is further agreed that in all matters pertinent to this AGREEMENT Consultant shall act as Consultant only to City and shall not act in any capacity as Consultant to any other individuals or entities affected by the plan prepared under this AGREEMENT in any manner that would conflict with Consultant's responsibility to City during the course of the plan's preparation.

15. **COVENANT AGAINST CONTINGENT FEES:** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
16. **DELAYS AND EXTENSIONS:** The Consultant will be granted time extensions for delays beyond Consultant's control. Extensions will be equal to the length of the delay or as agreed by the City and Consultant. In such event, compensation as set forth in the scope of services shall be subject to renegotiation upon written demand of either party to the agreement.
17. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING:** No waiver modification of this AGREEMENT, or any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the parties to be charged therewith. Modifications to the Scope of Work may be made administratively if set forth in writing and signed by each party's duly authorized representative; provided, however, that any modification which either increases the cost to City of Consultant's performance under this AGREEMENT or alters the basic purpose of the AGREEMENT may be made only with a prior written approval of City Council and a principal of Consultant. Furthermore, no evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this AGREEMENT, or the rights or obligations of any party hereunder, unless such waiver modification is in writing, duly executed as aforesaid. Provisions of this paragraph may not be waived except as herein set forth.
18. **CONTRACT GOVERNED BY STATE LAWS OF CALIFORNIA:** This AGREEMENT and performance hereunder, and suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, or in connection with, or by reason of this AGREEMENT, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

19. **BINDING EFFECT OF AGREEMENT:** This AGREEMENT shall be binding on and enure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns, except as provided above.
20. **CONSULTANT'S ENDORSEMENT:** The Consultant will endorse plans, specifications, reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.
21. **HOLD HARMLESS:** Consultant shall defend, indemnify and hold harmless City and its officers, officials, employees from and against all claims, damages, losses and expenses including attorney fees to the extent caused by the negligent performance of the work described herein, caused by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
22. **RELATIONSHIP OF PARTIES:** The parties intend that Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He shall be free to contract for similar services to be performed for others while he is under contract with the City. Consultant is not to be considered an agent or employee of City, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that City provide for its employees.

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the duly authorized representative of the firm of _____ whose address is _____, and that neither the above firm I here represent nor I has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement;

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I hereby that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Name: _____
Title: _____

EXHIBIT “C”

DBE INFORMATION FORM

Line System Feasibility Study (“study”) for Eureka Transit Service (ETS)
(Bid No. 2016-20)

(Note: DBE information requested and listed on this page is being collected for internal audit use only. It will not be used in any way related to the award of the project.)

| Bid Item No. | Description of work or service to be subcontracted or materials to be provided | Name, Cert. No., and Telephone No. of DBE** | DBE Dollar Amount*** | DBE Percent*** |
|------------------------------|--|---|----------------------|----------------|
| | | | | |
| Total Claimed Participation: | | | \$ | % |

Note: If 100% of item is not to be performed or furnished by DBE, describe exact portion, including planned location of work not to be performed, of item to be performed or furnished by DBE.

**** DBE's must be certified by Caltrans on the date bids are opened. Subcontractors and suppliers certified state-funded only cannot be used to meet goals on any Federally funded contracts.**

*** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

Date _____

Bidder's Name _____

Address

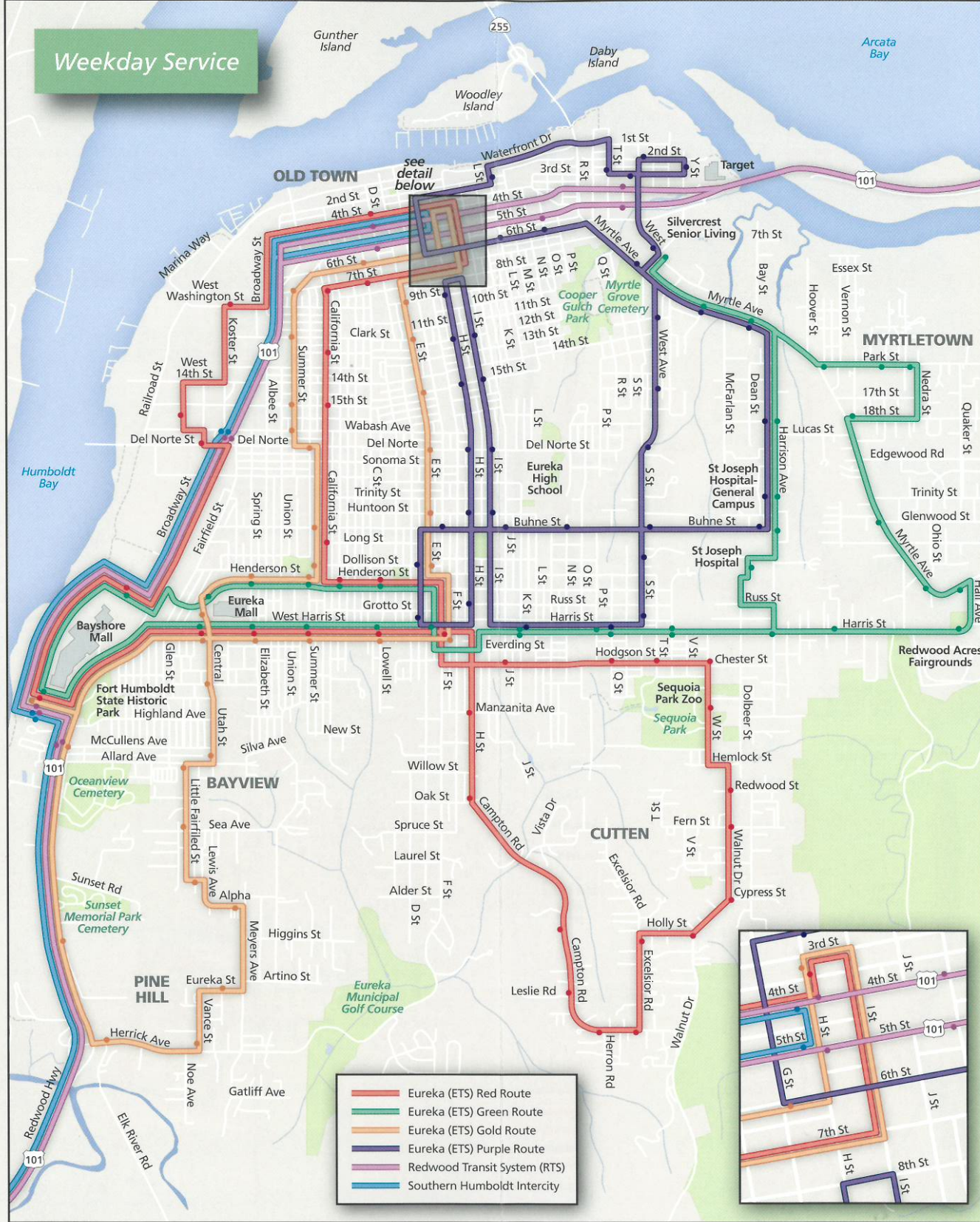
Authorized Signature

Type of Organization
(Individual, Partnership or Corporation)

| | |
|-------------------------|--|
| Telephone Number | |
| Exp. Date | |

State Contractor's Lic. No. &

Weekday Service



Weekday Schedules

Red Route

| | |
|-------------------------------------|-----|
| H & 3rd | :00 |
| 4th & D | :01 |
| Koster & Washington | :04 |
| Costco | :05 |
| Broadway & Del Norte | :06 |
| Forest Service | :08 |
| Bayshore Mall | :12 |
| Harris & Central | :14 |
| Harris & Elizabeth | :14 |
| Harris & Summer | :15 |
| Harris & Lowell | :15 |
| Harris & F | :18 |
| Break | |
| Leave Harris & F | :27 |
| H & Manzanita | :28 |
| H & Oak | :29 |
| Moose Lodge | :31 |
| Campton & Leslie | :31 |
| Campton & Herron | :32 |
| Excelsior & Campton | :32 |
| Excelsior & Holly | :33 |
| Holly & Walnut | :33 |
| Walnut & Cypress | :34 |
| Walnut & Fern | :35 |
| Walnut & Redwood | :35 |
| Sequoia Park | :36 |
| W & Chester | :36 |
| Hodgson & T | :37 |
| Hodgson & Q | :38 |
| Hodgson & J | :39 |
| F & Harris | :45 |
| Henderson & Lowell | :46 |
| Henderson & A | :47 |
| California & Long | :48 |
| California & Del Norte (Sr. Center) | :49 |
| California & 15th | :50 |
| California & Simpson | :51 |
| California & 7th | :52 |
| 7th & C | :52 |
| H & 3rd | :59 |

Hours of Operation:
7:00am - 7:00pm

Green Route

| | |
|-----------------------|-----|
| Harris & F | :52 |
| Harris & K | :52 |
| Harris & Q | :53 |
| Harris & U | :54 |
| Harrison & Harris | :56 |
| St. Joseph's Hospital | :58 |
| Harrison & Buhne | :59 |
| General Hospital | :01 |
| Harrison & 18th | :02 |
| Silvercrest | :09 |
| Myrtle & Sunny | :10 |
| Myrtle & Dean | :11 |
| Park & Myrtle | :12 |
| Lafayette School | :13 |
| Park & Nedra | :14 |
| Nedra & 18th | :14 |
| 18th & Myrtle | :15 |
| Myrtle & Glenwood | :16 |
| Myrtle & Hall | :17 |
| Redwood Acres | :18 |
| Granada | :19 |
| Harris & U | :20 |
| Harris & P | :21 |
| Harris & K | :22 |
| F & Harris | :26 |
| Leave F & Harris | :28 |
| Henderson & Lowell | :29 |
| Henderson & A | :30 |
| Henderson & Summer | :30 |
| Henderson & Spring | :31 |
| Henderson & Central | :31 |
| Forest Service | :34 |
| Bayshore Mall | :37 |
| Harris & Central | :39 |
| Harris & Elizabeth | :40 |
| Harris & Summer | :41 |
| Harris & Lowell | :41 |
| Harris & F | :44 |

Hours of Operation:
6:52am - 6:44pm

Gold Route

| | |
|--|-----|
| H & 3rd | :00 |
| 6th & G | :02 |
| 6th & C | :03 |
| Summer & 7th | :04 |
| Summer & Clark | :05 |
| Summer & 15th | :06 |
| Summer & Wabash | :07 |
| Del Norte & California (Senior Center) | :08 |
| California & Buhne | :09 |
| California & Dollison | :09 |
| Henderson & Summer | :10 |
| Henderson & Spring | :10 |
| Veterans Clinic | :12 |
| Utah & South | :13 |
| Utah & Allard | :14 |
| Little Fairfield & Allard | :15 |
| Little Fairfield & Sea | :16 |
| Bingen & Lewis | :16 |
| Alpha & Myers | :19 |
| Eureka & Leonard | :20 |
| Vance & Herrick | :21 |
| Herrick & Elk River Rd | :22 |
| K Mart | :24 |
| Broadway & McCullens | :26 |
| Bayshore Mall | :31 |
| Harris & Central | :33 |
| Harris & Elizabeth | :34 |
| Harris & Summer | :34 |
| Harris & Lowell | :35 |
| F & Harris | :38 |
| Break | |
| Leave F & Harris | :47 |
| E & Dollison | :48 |
| E & Huntton | :49 |
| E & Del Norte | :50 |
| E & 15th | :51 |
| E & Clark | :52 |
| E & 9th | :52 |
| H & 3rd | :59 |

Hours of Operation:
6:31am - 7:00pm (starting at Bayshore Mall)

Purple Route

| | |
|------------------|-----|
| H & 3rd | :59 |
| 2nd & L | :00 |
| 3rd & T | :03 |
| 3rd & V | :04 |
| 2nd & Y/Target | :04 |
| 2nd & V | :05 |
| Silvercrest | :09 |
| Myrtle & Sunny | :11 |
| Myrtle & Dean | :12 |
| Harrison & 18th | :13 |
| General Hospital | :15 |
| Buhne & Harrison | :16 |
| Buhne & S | :17 |
| Buhne & N | :18 |
| Buhne & J | :19 |
| Buhne & F | :20 |
| E & Dollison | :21 |
| Harris & F | :24 |
| Break | |
| Leave Harris & F | :32 |
| I & Huntton | :33 |
| I & Del Norte | :34 |
| I & 15th | :35 |
| I & 12th | :35 |
| H & 9th | :37 |
| H & 12th | :37 |
| H & 15th | :38 |
| H & Del Norte | :38 |
| H & Huntton | :39 |
| H & Russ | :39 |
| Harris & F | :44 |
| Harris & K | :44 |
| Harris & Q | :45 |
| S & Wood | :46 |
| S & Carson | :46 |
| Zane | :47 |
| West & 17th | :48 |
| West & 13th | :48 |
| Burre Center | :49 |
| 6th & O | :51 |
| 6th & L | :52 |
| H & 3rd | :59 |

Hours of Operation:
6:37am - 7:00pm

Saturday Schedules

Gold Route

| | |
|---|-----|
| H & 3rd | :00 |
| 6th & G | :02 |
| 6th & C | :03 |
| Summer & 7th | :04 |
| Summer & Clark | :05 |
| Summer & 15th | :06 |
| Summer & Wabash | :07 |
| Del Norte & California (Senior Center) | :08 |
| California & Buhne | :09 |
| California & Dollison | :09 |
| Henderson & Summer | :10 |
| Henderson & Spring | :10 |
| Veterans Clinic | :12 |
| Utah & South | :13 |
| Utah & Allard | :14 |
| Little Fairfield & Allard | :15 |
| Little Fairfield & Sea | :16 |
| Bingen & Lewis | :16 |
| Alpha & Myers | :19 |
| Eureka & Leonard | :20 |
| Vance & Herrick | :21 |
| Herrick & Elk River Rd | :22 |
| K Mart | :24 |
| Broadway & McCullens | :26 |
| Bayshore Mall | :31 |
| Harris & Central | :33 |
| Harris & Elizabeth | :34 |
| Harris & Summer | :34 |
| Harris & Lowell | :35 |
| F & Harris | :38 |
| Break | |
| Leave F & Harris | :47 |
| E & Dollison | :48 |
| E & Huntoon | :49 |
| E & Del Norte | :50 |
| E & 15th | :51 |
| E & Clark | :52 |
| E & 9th | :52 |
| H & 3rd | :59 |

Hours of Operation:
10:00am - 5:00pm

Purple Route

| | |
|------------------|-----|
| H & 3rd | :00 |
| 2nd & L | :01 |
| 3rd & T | :02 |
| 3rd & V | :03 |
| 2nd & Y/Target | :04 |
| 2nd & V | :05 |
| Silvercrest | :09 |
| Myrtle & Sunny | :11 |
| Myrtle & Dean | :12 |
| Harrison & 18th | :13 |
| General Hospital | :15 |
| Buhne & Harrison | :16 |
| Buhne & S | :17 |
| Buhne & N | :18 |
| Buhne & J | :19 |
| Buhne & F | :20 |
| E & Dollison | :21 |
| Harris & F | :24 |
| Break | |
| Leave Harris & F | :32 |
| I & Huntoon | :33 |
| I & Del Norte | :34 |
| I & 15th | :35 |
| I & 12th | :35 |
| H & 9th | :37 |
| H & 12th | :37 |
| H & 15th | :38 |
| H & Del Norte | :38 |
| H & Huntoon | :39 |
| H & Russ | :39 |
| Harris & F | :44 |
| Harris & K | :44 |
| Harris & Q | :45 |
| S & Wood | :46 |
| S & Carson | :46 |
| Zane | :47 |
| West & 17th | :48 |
| West & 13th | :48 |
| Burre Center | :49 |
| 6th & O | :51 |
| 6th & L | :52 |
| H & 3rd | :59 |

Hours of Operation:
10:00am - 5:00pm

Rainbow Route

| | |
|----------------------|-----|
| 3rd & H | :00 |
| 4th & D | :02 |
| Koster & Washington | :04 |
| Costco | :05 |
| Broadway & Del Norte | :06 |
| Forest Service | :08 |
| Bayshore Mall | :10 |
| Harris & Central | :12 |
| Harris & Elizabeth | :13 |
| Harris & Summer | :13 |
| Harris & Lowell | :14 |
| Harris & F | :15 |
| Break | |
| Leaving Harris & F | :23 |
| Harris & K | :24 |
| Harris & Q | :25 |
| Harris & U | :26 |
| Chester & Dolbeer | :26 |
| Walnut & Hemlock | :27 |
| Sequoia Park | :28 |
| Chester & W (Zoo) | :29 |
| Harris & Harrison | :30 |
| Harrison & Erie | :31 |
| Buhne & Harrison | :32 |
| General Hospital | :33 |
| Harrison & 18th | :34 |
| Myrtle Town Shops | :35 |
| Myrtle & 18th | :36 |
| Myrtle & Glenwood | :37 |
| Myrtle Ave Market | :37 |
| Myrtle & Hall | :37 |
| Redwood Acres | :38 |
| Harris & Granada | :39 |
| Harris & U | :41 |
| Harris & P | :42 |
| Harris & K | :44 |
| Harris & F | :47 |
| Break | |
| Leaving Harris & F | :50 |
| I & Huntoon | :51 |
| I & Del Norte | :52 |
| I & 15th | :53 |
| I & 12th | :53 |
| H & 3rd | :57 |

Hours of Operation:
10:00am - 5:00pm

Saturday service

