

REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: D-4

SUBJECT:

Provide an update on the progress of the Madera Transit Plan and request approval to enter into a Phase 2 Agreement with WSP USA, Inc.

RECOMMENDATION:

Adopt a resolution approving the agreement with WSP USA, Inc. for Phase 2 of the Madera Transit Plan: Outreach and Implementation in the amount of \$87,391.24

SUMMARY:

During the April 21, 2021 Council meeting, WSP USA, Inc. (Consultant) was awarded the service agreement for the development of the Madera Transit Plan – Service Assessment (MTP). The purpose of the MTP was to evaluate the City's transit system and devise operational and policy changes that will improve transit services. Goals included, but were not limited to:

- Improving connectivity with other modes of transportation
- Enhancing systems to advance multi-modal transportation within the region
- Improving efficiency and headways times through service evaluation, and
- Redesign and restructuring of the City's three fixed routes

As the project evolved, it became apparent that a second phase would be fruitful. To recap, Phase 1 focused on:

- Research and development of guidelines and principles
- Standardizing practices
- Recommendations for the redesign and restructuring of the Transit System.

Over the year, the Consultant was successful in analyzing the existing transit network, identifying best practices, conducting multiple stake holder interviews and community outreach, while

providing quarterly updates to the staff, Project Committee, and the Transit Advisory Board (TAB). The contemplated Phase 2 would focus on redesigning and restructuring the Transit System through public outreach, community engagement, and the implementation Madera Metro's updated fixed route system. Phase 2 was not anticipated nor included as part of the initial project requirement.

Staff acknowledge the importance of an efficient public transit system. To avoid duplication of costs and unnecessary delays of the service revisions, staff requested a cost proposal from WSP USA, Inc. for Phase 2. WSP USA, Inc provided staff with a cost proposal of \$87,391.24. If approved, the two phases would partially overlap, resulting in the completion of Phase 2 as early as April 2023. Alternatively, staff would need to release a new Request for Proposals (RFP) following the completion of Phase One no sooner than August 2022. Procurement of Phase Two services from the Consultant through sole source procurement is efficient and in the best interest of the City. Substantial duplication costs and unacceptable delays will result if the City engages in a new RFP process and or awards the phase two project to another consultant.

DISCUSSION:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP). Prior to the MTP, no comprehensive studies of the system had been completed. As a result, the City lacked the necessary information to effectively plan and invest capital dollars into the City's transit system. To address this, a Request for Proposals (RFP) for Transit Consulting Services was released and later awarded to WSP USA, Inc (Consultant) in the amount of \$100,000 through the Caltrans Sustainable Community Planning Grant for the development of the MTP.

The Madera Transit Plan - Services Assessment included:

- Facilitation of community forums and committee meetings
- Compilation of survey results of community needs and transit deficiencies
- Facilitation of stakeholder interviews and presentations
- Cataloging, mapping, and inspecting all fixed route bus stops (including bike paths/lane accessibility)
- Confirmation of headways on all fixed routes
- Evaluation of current fixed routes deficiencies
- Recommendations for the redesign and restructuring of all fixed routes

As the project evolved, staff realized the Scope of Work (SOW) targeted problems and identified solutions but neglected an implementation path towards the redesign and restructuring of the City's Transit System. If approved, WSP, USA Inc. will continue seamlessly to progress with all phases of the MTP development. The city would avoid unnecessary delays associated with a new RFP process. Table 1 describes Phase One (Research and Development) and Phase Two (Outreach and Implementation) of the project.

Table 1: Madera Transit Plan			
	<i>Description</i>	<i>Date of Completion</i>	<i>Cost</i>
Phase 1*	Research and development of guidelines and principles, standardizing practices to enhance the City Transit System, and recommendations for the redesign and restructuring of the City's Transit System.	July 2022	\$100,000.00
Phase 2	Implementation of the redesign and restructure through public outreach, community engagement, and Madera Metro's newly designed fixed route system.	April 2023	\$87,391.24

*Current Agreement will sunset April 31, 2023.

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded. The agreement with WSP USA, Inc would be paid using Local Transportation Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Management and Operations Agreement supports the Vision Madera 2025 Plan as follows:

- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to complete the competitive bidding process and the conclusion of the Madera Transit Plan for the implementation of Phase 2.

ATTACHMENTS:

1. Attachment A – Resolution
2. Attachment B - Agreement
 - Exhibit A – WSP USA, Inc. – Madera Transit Plan - Phase Two Project Proposal
 - Exhibit B – WSP USA, Inc. – Detailed Cost Proposal
3. Attachment C – Exemption to Bidding Request – Sole Source Support Documentation
4. Attachment D – WSP Sole Source Justification Letter

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT WITH WSP USA FOR THE
OUTREACH AND IMPLEMENTATION OF PHASE TWO OF THE MADERA
TRANSIT PLAN OF THE MADERA METRO TRANSIT SERVICES SYSTEM**

WHEREAS, on April 21, 2021 the City of Madera (City) entered an agreement with WSP USA, Inc (Consultant) for the completion of the Madera Transit Plan – Services Assessment; and

WHEREAS, the City is in need of a qualified and experienced transit consulting firm for outreach and implementation of Phase Two of the Madera Transit Plan; and

WHEREAS, the procurement of Phase Two services from Consultant through sole source procurement is efficient and in the best interest of the City in that substantial duplication costs and unacceptable delays will result if the City engages in a new RFP process or awards to another consultant; and

WHEREAS, the Consultant will be responsible for the Outreach and Implementation of Phase Two of the Madera Transit Plan ; and

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

WHEREAS, the agreement between the City and WSP USA will not exceed the amount of \$87,391.24 and will expire on the April 30, 2023.

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

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

**AGREEMENT BETWEEN THE CITY OF MADERA AND WSP USA FOR PROFESSIONAL
CONSULTING SERVICES FOR OUTREACH AND IMPLEMENTATION OF THE MADERA TRANSIT
PLAN – PHASE TWO OF THE MADERA METRO TRANSIT SERVICES SYSTEM**

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("CITY") and ("CONSULTANT"). This Agreement shall be effective on _____, 2022.

RECITALS

WHEREAS, the CITY is needing to complete the delivery of the Madera Transit Plan – Phase Two (PROJECT) of the Madera Metro Transit System to improve connectivity and enhance the City's transit system; and

WHEREAS, the CITY has determined that services of a qualified consulting firm are required to complete the PROJECT; and

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

WHEREAS, the CONSULTANT is expected to complete the Outreach and Implementation of the PROJECT by April 30, 2023.

AGREEMENT

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

1. SERVICES OF CONSULTANT

CONSULTANT will provide professional transit management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK

CONSULTANT shall provide the professional transit management services as set forth in **EXHIBIT A**, "Madera Transit Plan – Phase II Proposal", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the "Scope of Work" reflected in **EXHIBIT A**.

4. CITY'S OBLIGATIONS

The CITY shall be obligated as follows:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits.

5. COMPENSATION

The compensation for the work tasks itemized in EXHIBIT B, "Phase II - Cost Proposal" is \$87,391.24 (eighty seven thousand three hundred and ninety one dollars and twenty four cents).

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B**, "Phase II – Cost Proposal", and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. PAYMENT

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. AUDITS AND INSPECTIONS ACCESS

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

8. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, it's officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be

rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

9. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

10. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in the "Project Schedule" reflected in **EXHIBIT A**.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on April 30, 2023 unless extended by mutual written agreement.

11. TERMINATION OF AGREEMENT

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

12. APPROVAL

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

13. HOLD HARMLESS

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

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

14. RESPONSIBILITY FOR OTHERS

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

15. PROFESSIONAL RESPONSIBILITY

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

16. PARTIES BOUND BY AGREEMENT

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

17. COMPLETE AGREEMENT OF PARTIES

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

18. ASSIGNMENT WITH APPROVAL

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

19. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

20. GOVERNING LAW

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

21. AMENDMENTS

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

22. COMPLIANCE WITH LAWS AND WAGE RATES

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws. 19.

23. CONSULTANT'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

24. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

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

CONSULTANT

Lauren Tsoi, Project Manager
WSP USA, Inc.
425 Market Street, Suite 1700
San Francisco, Ca. 94105

26. SOLE AGREEMENT

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

CITY OF MADERA

CONSULTANT

By: _____
Santos Garcia, Mayor

By: _____
Kristina Svensk, AICP

Title: Senior Director, NorCal Planning Business Lead

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

By: _____

ATTEST:

Title: _____

By: _____
Alicia Gonzales, City Clerk

Taxpayer ID Number

CITY OF MADERA

MADERA TRANSIT PLAN SERVICES ASSESSMENT PHASE II PROPOSAL





David Huff, Program Manager - Grants

City of Madera
205 W. 4th Street
Madera, CA 93638

Dear David:

Subject: Madera Transit Plan Services Assessment Phase II, Madera, California

The attached proposal has been prepared in response to the addition of Phase II for the Madera Transit Plan Services Assessment. This proposal includes the following information:

1. Scope of Work
2. Project Schedule
3. Cost Estimate

We appreciate the opportunity to respond to this change order and look forward to a successful working relationship with the City of Madera. If you have any questions or need additional information, please do not hesitate to contact me at 1 415 402 2280 or Lauren.Tsoi@wsp.com

Yours sincerely,

A handwritten signature in black ink that reads "Lauren Tsoi". The signature is written in a cursive, flowing style.

Lauren Tsoi

Director, Transportation Planner
Northern California Local Business Line Leader



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1 SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

The initial Scope of Services dated March 2021 was developed to reflect the original project components including the following: project management, Project Committee coordination, conducting service studies and the development of operation and policy recommendations including the preparation and presentation of the Madera Transit Plan. After consulting with the client, it has been determined that more resources will be needed to provide robust public outreach to present the Plan and the new network. This change order includes an updated project scope, schedule, and budget to reflect the additional resources necessary to complete this next phase of the project.

TASK 1.1 KICK-OFF MEETING

The project team will schedule a kick-off meeting with City of Madera (City) and the project team staff in July 2022. This meeting will serve as an opportunity to present and confirm the work scope, schedule, expectations, and develop communication protocols among the various parties. The project team will develop all necessary meeting materials.

TASK 1.2: MONTHLY INVOICING AND REPORTING

The project team will develop an invoice template consistent with City review requirements and will report out monthly budget expenditures and assess the study's progress against expenditure. The project team will ensure the project is delivered on-time and within the allocated budget.

TASK 1.3: CHECK-IN MEETINGS

The project team will schedule and lead bi-weekly check-in meetings with the consultant project manager, City project manager, the project team project manager, and key team members as necessary. The project team will develop all necessary meeting materials.

TASK 1.4: PROJECT MANAGEMENT PLAN (PMP)

The project team will develop a PMP that details the project's overall schedule, key deliverables, meeting dates, task budget tracking and project updates. The PMP will be hosted on a shared site that project team members can access along with past meeting materials and key project information.

TASK 1.5: COMMITTEE MEETINGS

The project team will schedule up to two (2) meetings with the Transit Advisory Board (TAB) and one with key City staff including the City Manager. The project team will develop all necessary meeting materials.

Task 1 Deliverables

- Kick-off meeting
- Monthly invoices and progress reports
- Bi-weekly check-in meetings (up to 16 meetings)

- Project Management Plan
 - Up to two (2) TAB meetings and one meeting with key City staff
-

TASK 2: PUBLIC OUTREACH

TASK 2.1 STATUS MEETINGS

The project team will schedule up to six (6) status meetings for the project team and City staff to attend as necessary. These meetings will involve discussing work activities, assignments, and public outreach and consensus building strategies related to development of the project.

TASK 2.2: ONLINE SURVEY

The project team will prepare a bilingual survey instrument to be added to the team's existing Survey Monkey account allowing for quick, easy, and direct access for stakeholders to provide input related to the project's effort. Questions will be reviewed by City staff prior to being posted live to the Survey Monkey platform. The bilingual survey instrument will contain approximately ten (10) to twelve (12) approved questions and will be ordered in such a manner that they will be comfortable and understandable for the responder. A link to the survey will be provided to the City for posting to the City's webpage and will also be available to the public via a link in social media postings, or via email distribution. A shortened, hard copy version of the survey can also be created for the community forums or pop-up events. Once the survey has concluded, the project team will provide results and basic reporting generated from the Survey Monkey platform.

TASK 2.3: PROJECT FLYER

The project team will develop a bilingual project flyer to relay important project information to key stakeholders, businesses, and the general public. As a community engagement tool, the flyer will ensure that consistent and accurate information is being communicated regardless of the time, place, or person communicating. Copy material including the use of photos and graphics will be developed and forwarded to the City for review and approval. The initial flyer will include noticing information for the first community forum including date, time, location, and any other pertinent information. An updated flyer will be prepared with similar information for the second community forum. Flyer information will also be formatted into poster size displays for posting on City transit buses and at City bus stops. Once completed, the project flyer will be added to the City's webpage and can be made available for wide distribution via:

- Email notification to the City's internal database
 - Postings to the City's social media sites
 - Email notification through partnering agency websites and internal databases
 - Posters on City buses and at bus stops
 - Madera School District Peachjar platform or student take home packets
-

TASK 2.4: QR CODE

The project team will develop a project related QR Code (link to online community survey and/or link to hybrid online community forum registration) to be included on all outreach materials allowing for quick, easy, and direct access.

TASK 2.5: SOCIAL MEDIA MATERIALS

Throughout the planning process, key project related social media content will be developed by the project team and provided to City staff for posting to their social media platforms. The social media campaign will include up to six (6) social media posts providing information about the Madera Transit Plan, why community input is vital to the success of the project, and how to participate. The project team will provide messaging, images, and social media posting schedules.

TASK 2.6: COMMUNITY FORUMS

The project team will coordinate with City staff to plan and facilitate up to two (2) community forum events. The project team recommends holding in-person community forums at the Frank Bergon Senior Center in conjunction with virtual options and will coordinate with the City to identify the appropriate timing of these community forums. The project team can adjust the in-person community forum to a virtual forum should conditions dictate.

The community forums will be setup in an open house fashion, giving the project team an opportunity to provide an overview of the project and discuss proposed route changes with transit riders and other stakeholders, businesses, the public and all other interested parties. The community forums will allow for organized group discussion with the goal of exchanging and gathering information. The community forums will also give the many diverse stakeholders and the public the opportunity to learn more about proposed route changes, identify areas of concern, and ask questions and explore issues in detail through one-on-one conversations with project team members, project exhibits, and a PowerPoint presentation. The community forums will be interactive to obtain maximum input from meeting participants. Additionally, TurningPoint polling software can be used to ensure that all community forum participants can provide input, not just those who are vocal. TurningPoint is a tool used to solicit answers, alternatives, and priorities using a real-time response keypad.

To further ensure broad participation of all community stakeholders and to meet environmental justice requirements, the community forum will include Spanish interpretation services, and additional languages if requested. Community forum materials including exhibits, information flyers, and comment cards will be available in both English and Spanish. The project team will also enlist the services of Community-Based and Faith-Based Organizations, as well as other similar agencies, to enhance participation by underrepresented and disadvantaged communities and individuals.

The project team will prepare and distribute bilingual community forum public noticing invites via email notification to the project stakeholder database and other identified key stakeholders and will also prepare social media noticing content for posting to the City's social media platforms. A total of three (3) email notifications to the project stakeholder database will be completed prior to the community forum, which will include an initial notification two weeks prior to the scheduled community forum and two (2) follow-up reminders.

The project team will be responsible for all community forum coordination and logistical efforts including reserving the community forum location, staffing, and organizing who is responsible for bringing equipment and refreshments.

The project team will provide a synopsis of the community forum, identify the number and type of attendees, include a list of presentations made and materials provided, and document the comments received from community forum attendees. Presentation materials will be provided to the City to include on the project webpage following the community forum. Comments received can be discussed with the project team and City staff regarding integration into the project.

TASK 2.7: OUTREACH (SPECIAL AND POP-UP) EVENTS

The project team will coordinate project team attendance at up to two (2) special events and up to four (4) pop-up events. These outreach events are designed to solicit input from the public in places where they will already be, thus increasing participation from a larger audience while decreasing the time needed to participate. Outreach events will consist of community events that generate high gatherings of people in addition to predetermined heavily used bus stop locations. The project team has experienced great success incorporating the use of outreach events of these types. Potential outreach event attendance will focus on geographic equity and events that capture large numbers of residents such as the Madera District Fair which occurs in September as well as bus stops identified by City staff that have high ridership statistics.

Outreach events will be staffed by project team members, and will include interactive activities such as multilingual flyers, maps, comment cards, and postcard sized survey instruments. Project team members, including one bilingual public engagement specialist, will actively engage event attendees, both educating and encouraging them to provide feedback. An incentive for survey participation can be used with respondent's names to be entered in a raffle drawing for an electronic gift card.

TASK 2.8: PUBLIC OUTREACH SYNOPSIS REPORT

An Outreach Synopsis Report will be prepared detailing the public outreach process. The report will summarize findings from the engagement activities and will also demonstrate to stakeholders how their input shaped the outcomes of the project.

TASK 2.9: STAKEHOLDER ENGAGEMENT

The project team will present project updates to the Transit Advisory Board (TAB) up to two (2) times during the course of the project and one time to the Madera City Council. In addition, the project team will present project updates at up to three (3) stakeholder committee or board meetings to broaden the transit plan's audience. These stakeholder committees or boards may include:

- Madera County Transportation Commission (MCTC) board meeting
- Madera Unified School District Board Meeting
- City of Madera ADA Advisory Council
- Madera County Social Services Department

Task 2 Deliverables:

- Project status meetings (Up to 6 meetings)
- Survey instrument and survey result
- Project flyer
- Transit display posters (City is responsible for printing and posting of transit posters)
- Development of QR code
- Social media content
- Noticing, PowerPoint presentation, translation services, community forum materials, and community forum synopsis
- Materials for attendance and facilitation of two (2) special events and up to four (4) pop-up events, translation services, and pop-up events synopsis
- Draft and Final Public Outreach Synopsis Report
- Up to three (3) presentations to stakeholder committees/board meetings
- One presentation to Madera City Council

TASK 3: REFINE ROUTE RE-ALIGNMENTS

TASK 3.1: REVISE ROUTE ALIGNMENT

The project team will revise the proposed route alignments to reflect community feedback.

TASK 3.2: DEVELOP CONCEPTUAL ALTERNATIVES FOR WALMART STOP/TERMINAL

The project team and the City will identify a new location for all three (3) routes to terminate at Walmart. The project team will develop up to three (3) conceptual alternatives that will be reviewed and revised as necessary by the City engineer. Up to three (3) meetings will be scheduled with City staff including the City engineer to review and refine the proposals.

TASK 3.3: UPDATE BUS STOP STATUS

The project team will update the list of bus stops to be removed or relocated based on community feedback. The project team will work with the City to ensure the updated bus stop list is accurate with necessary details including the bus stop ID, latitude and longitude, cross streets, and nearby amenities for each stop. Maps will be developed to show these locations as well.

Task 3 Deliverables:

- Updated route maps
 - Location of new terminal at Walmart, including three (3) conceptual alternatives
 - Up to three (3) meetings with City staff including the City engineer
 - Updated route maps to highlight bus routing
 - JPEG image of routes to be inserted onto the transit brochure
 - List of bus stops to be kept, removed, or relocated with accompanying maps
-

TASK 4: DEVELOP IMPLEMENTATION PLAN

TASK 4.1: REVIEW BEST PRACTICES

The project team will review relevant industry and peer case studies for best practices around bus stop and route implementation and improvements, service design guidelines, and performance monitoring. The project team will work with the City to finalize peer transit agencies to review. The peer agencies will be of similar size to Madera Metro if possible.

TASK 4.2: DETERMINE PERFORMANCE METRICS

The project team will work with the City to identify a list of performance metrics that will be used to measure the success of the new network. These metrics will be informed by research of peer agencies and availability of data from the City. These performance metrics should assess the system in both qualitative and quantitative terms. Examples include the following:

- Ridership
 - Annual average
 - Per hour
 - Per mile
- Operating cost
 - Per hour
 - Per mile
- Farebox recovery
- Cost per passenger
- Subsidy per passenger
- Percentage of population within ¼ mile of a bus stop
- On-board ridership survey to gauge satisfaction with new network

TASK 4.3: CREATE IMPLEMENTATION PLAN

The project team will work with the City to develop an implementation plan for the new network. Following extensive outreach to notify the public of the upcoming changes, implementation of the network should occur all at once instead of a phased process. Elements of the plan should include specific due dates and contact information for staff members responsible for each task. The project team will also meet with staff from the City's contracted transit operator to go over the new network and present the implementation plan.

Task 4 Deliverables:

- Industry best practices summary
- List of performance metrics
- Meet with transit operator
- Bus stop removal/adjustment list
- Training materials and meeting presentation for bus operators
- Implementation plan including list of available staff and locations for deployment on first day of implementation
- Update website and physical locations with current route information

TASK 5: DRAFT AND FINAL PLAN

TASK 5.1: PREPARE DRAFT AND FINAL PLAN

The project team will work with the City to develop a Draft and Final Plan with proposed bus stop improvements, new route alignments, and service design guidelines. The Plans will be based on the work completed in the previous tasks listed above.

TASK 5.2: PUBLIC HEARING AND FINAL PLAN ADOPTION

The project team will present the Final Plan for adoption by the City Council and send the final report to City staff for printing, distribution, and posting on the City's website.

Task 5 Deliverables:

- Draft Plan
- Revised Final Plan
- Present Final Plan to City Management
- Presentation to the City Council and updated project materials including maps, bus stop locations and improvements, and service design guidelines

2 PROJECT SCHEDULE

Table 1 Project Schedule

Task	2022						2023	
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Task 1: Project Management								
1.1: Kick-Off Meeting	◆							
1.2: Monthly Invoicing and Reporting								
1.3: Check-In Meetings								
1.4: Project Management Plan (PMP)	◆							
1.5: Committee Meetings								
Task 2: Public Outreach								
2.1: Status Meetings								
2.2: Online Survey		◆						
2.3: Project Flyer		◆						
2.4: QR Code		◆						
2.5: Social Media Materials								
2.6: Community Forums			◆					
2.7: Outreach (Special and Pop-Up) Events								
2.8: Public Outreach Synopsis Report				◆				
2.9: Stakeholder Engagement								
Task 3: Refine Route Re-Alignments								
3.1: Revise Route Alignment								
3.2: Develop Conceptual Alternatives for Walmart Stop/Terminal								
3.3: Update Bus Stop Status								
Task 4: Develop Implementation Plan								
4.1: Review Best Practices								
4.2: Determine Performance Metrics								
4.3: Create Implementation Plan								
Task 5: Draft and Final Plan								
5.1: Prepare Draft and Final Plan							◆	
5.2: Public Hearing and Final Plan Adoption								◆
◆ Deliverable								

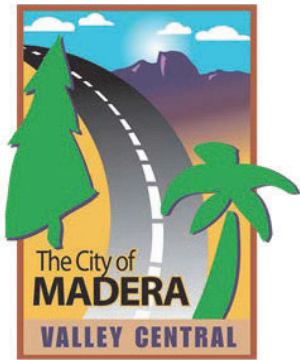
3 COST ESTIMATE

Table 2 Project Cost Estimate

Task	Total Cost
1.1: Kick-Off Meeting	\$ 854.04
1.2: Monthly Invoicing and Reporting	\$ 1,473.40
1.3: Check-In Meetings	\$ 5,251.02
1.4: Project Management Plan (PMP)	\$ 282.29
1.5: Committee Meetings	\$ 1,765.86
Task 1 Subtotal	\$ 9,626.61
2.1: Status Meetings	\$ 2,001.06
2.2: Online Survey	\$ 1,739.78
2.3: Project Flyer	\$ 3,638.04
2.4: QR Code	\$ 579.83
2.5: Social Media Materials	\$ 1,859.78
2.6: Community Forums	\$ 9,919.98
2.7: Outreach (Special and Pop-Up) Events	\$ 6,829.76
2.8: Public Outreach Synopsis Report	\$ 2,634.73
2.9: Stakeholder Engagement	\$ 2,895.00
Task 2 Subtotal	\$ 32,097.98
3.1: Revise Route Alignment	\$ 7,556.64
3.2: Develop Conceptual Alternatives for Walmart Stop/Terminal	\$ 12,369.02
3.3: Update Bus Stop Status	\$ 4,323.04
Task 3 Subtotal	\$ 24,248.69
4.1: Review Best Practices	\$ 564.57
4.2: Determine Performance Metrics	\$ 2,937.33
4.3: Create Implementation Plan	\$ 4,122.46
Task 4 Subtotal	\$ 7,624.37
5.1: Prepare Draft and Final Plan	\$ 10,232.04
5.2: Public Hearing and Final Plan Adoption	\$ 3,061.55
Task 5 Subtotal	\$ 13,293.59
Other Direct Costs: Travel	\$ 500.00
Total	\$ 87,391.24

Madera Transit Plan - Phase II Cost Proposal
19-Apr-22

TASKS	WSP USA INC									VRPA			TOTAL HOURS	(\$) TOTAL LABOR	(\$) OTHER DIRECT COSTS	(\$) TOTAL
	Lauren Tsoi Sr. Lead Consultant, Transportation Planner	Erik Bird Senior Transportation Planner	Cynthia Perez Assistant Consultant	Spencer Jaeger Assistant Planner	Civil Engineer	Hector Herrera Project Accountant	G. Vivian President/Project Manager	D. Graham Outreach Specialist	M. Hernandez Intern							
	HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS							
Loaded Rate:	\$ 224.51	\$ 141.14	\$ 98.98	\$ 107.12	\$ 165.45	\$ 122.78	\$ 328.65	\$ 146.23	\$ 51.11							
Task 1: Project Management																
1.1 Kick-Off Meeting	1	3	1	1								6	\$ 854.04			\$ 854.04
1.2 Monthly Invoicing and Reporting						12						12	\$ 1,473.40			\$ 1,473.40
1.3 Check-in Meetings	4	25	4	4								37	\$ 5,251.02			\$ 5,251.02
1.4 Project Management Plan (PMP)												2	\$ 282.29			\$ 282.29
1.5 Committee Meetings	1	8	2	2								13	\$ 1,765.86			\$ 1,765.86
SUBTOTAL	6	38	7	7		12						70	\$ 9,626.61	\$ -		\$ 9,626.61
Task 2: Public Outreach																
2.1 Status Meetings		6					2	2	4			14	\$ 2,001.06			\$ 2,001.06
2.2 Online Survey		1					2	2	8			13	\$ 1,499.78	\$ 240.00		\$ 1,739.78
2.3 Project Flyer		1						10				15	\$ 2,918.04	\$ 720.00		\$ 3,638.04
2.4 QR Code		1						3				4	\$ 579.83			\$ 579.83
2.5 Social Media Materials		1					2	2	8			13	\$ 1,499.78	\$ 360.00		\$ 1,859.78
2.6 Community Forums		1					16	4	32			53	\$ 7,619.98	\$ 2,300.00		\$ 9,919.98
2.7 Outreach (Special and Pop-Up) Events		1					4	6	24			35	\$ 3,559.76	\$ 3,270.00		\$ 6,829.76
2.8 Public Outreach Synopsis Report		2					2	6	16			26	\$ 2,634.73			\$ 2,634.73
2.9 Stakeholder Engagement	1	16	2	2								21	\$ 2,895.00			\$ 2,895.00
SUBTOTAL	1	30	2	2			32	35	92			194	\$ 25,207.98	\$ 6,890.00		\$ 32,097.98
Task 3: Refine Route Re-Alignments																
3.1 Revise Route Alignment	2	20		40								62	\$ 7,556.64			\$ 7,556.64
3.2 Develop Conceptual Alternatives for Walmart Stop/Terminal	2	20	4	4	50							80	\$ 12,369.02			\$ 12,369.02
3.3 Update Bus Stop Status	1	8	30									39	\$ 4,323.04			\$ 4,323.04
SUBTOTAL	5	48	34	44	50							181	\$ 24,248.69	\$ -		\$ 24,248.69
Task 4: Develop Implementation Plan																
4.1 Review Best Practices		4										4	\$ 564.57			\$ 564.57
4.2 Determine Performance Metrics	1	8	16									25	\$ 2,937.33			\$ 2,937.33
4.3 Create Implementation Plan	1	8	2	24								35	\$ 4,122.46			\$ 4,122.46
SUBTOTAL	2	20	18	24								64	\$ 7,624.37	\$ -		\$ 7,624.37
Task 5: Draft and Final Plan																
5.1 Prepare Draft and Final Plan	4	20	16	46								86	\$ 10,232.04			\$ 10,232.04
5.2 Public Hearing and Final Plan Adoption	2	8	2	12								24	\$ 3,061.55			\$ 3,061.55
SUBTOTAL	6	28	18	58								110	\$ 13,293.59	\$ -		\$ 13,293.59
TOTAL HOURS	20	164	79	135	50	12	32	35	92			619	\$ 80,001.24	\$ 6,890.00		\$ 86,891.24
OTHER DIRECT COSTS (Please Itemize)																
1 Postage																\$ -
2 Printing/Reproduction																\$ -
3 Travel		\$ 500.00													\$ 500.00	\$ 500.00
OTHER DIRECT COSTS SUBTOTAL	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
TOTAL	\$ 4,490.23	\$ 23,647.54	\$ 7,819.36	\$ 14,461.01	\$ 8,272.73	\$ 1,473.40	\$ 10,516.80	\$ 5,118.05	\$ 4,702.12			619	\$ 80,001.24	\$ 7,390.00		\$ 87,391.24



**CITY OF MADERA
PURCHASING – CENTRAL SUPPLY**

**REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS
AND
DISCLOSURE STATEMENT**

Product/service: Transit Systems Route Revision

Estimated Total Cost: \$ 87,391.24

Proposed Vendor: WSP USA, Inc.

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject the City to competitive bidding rules. Requests for goods and/r services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. City employees who have a business relationship with or financial interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: X

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:
 See Attachment - D

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary. Each individual must submit a completed and signed Disclosure Statement (attached).
Ivette Iraheta Michelle Avalos David Huff

5. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

David Huff Digitally signed by David Huff
Date: 2022.07.14 10:53:06
-07'00' 7.14.2022

 Signature / Date

David Huff

 Printed Name
 Grants Program Manager

 Title

Grants Department

 Department Name

Purchasing Approvals

J. Stickman 07/14/2022

 Procurement Services Manager / Date

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:

None

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:

None

3. Do you have any other type of business relationship with this company?

No

4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?

No

5. Do you or any of your near relatives have any financial interest in this company?

No

6. Please provide any additional information you believe should be disclosed at this time:

None

7. I certify that the above information is true:

David Huff

Signature

7.14.2022

Date

Digitally signed by David Huff
Date: 2022.07.14 10:53:57 -07'00'

David Huff

Printed Name

Grants Program Manager

Title



Grants Department - Transit

David Huff, Program Manager

May 9, 2022

RE: Sole Source Justification for WSP USA, Inc. – Madera Transit Plan, Services Assessment – Phase II

This letter is being written to support the justification for the request of service from WSP USA, Inc. through the use of Sole Source. In November 2020, the City was awarded \$100,000 through the Caltrans Sustainable Transportation Planning Grant for the “Madera Transit Plan – Services Assessment” (Project). The purpose of the project was to solely assess the City Transit System and to develop a set of standardized metrics. As work continued to progress, the City and WSP USA, Inc (Consultant) began to develop a draft of service changes for the enhancement of Transit Services to address deficiencies and areas of improvement.

The recommendations drafted were to address deficiencies often shared in multiple “Unmet Transit Needs” reports which are conducted annually by the Madera County Transportation Commission. Such deficiencies and/or service request were:

- Extended Hours of Operation
- Decrease Headway Times
- Weekend Service
- Efficient Systems
- User Friendly Service (Technology)
- Cleanliness

Due to the complexities of this project, the Madera Transit Plan has evolved into two categories labeled as Phase One and Phase Two. Phase One is to develop a set of guidelines and principles, performance measures, and standardized practices to assist the City Transit System with future growth and expansion. Phase Two will consist of the revision of routes and service expansions, community outreach, training, marketing, and implementation. To create a seamless transition and with an effort to not create any unacceptable delays, City staff is recommending extending the service of the Consultant for the implementation of Phase Two of the project.

The alternative would be to release an RFP to continue with the implementation of Phase Two but doing so would create a substantial duplication of cost and the procurement timeframe will cause a great delay in implementing the much need changes. The Consultant has provided a cost proposal for a total of \$87,391.24 for the implementation of Phase Two and all expenses will be covered with the use of Local Transportation Funds.

Phase One includes a draft of the suggested route revisions is scheduled to be presented to Council in July 2022. If the recommendation to extend the services of the Consultant are approved, the expected delivery date of Phase Two with the implementation of new services is schedule for March 2023.

Sincerely,

A handwritten signature in blue ink that reads "David Huff". The signature is written in a cursive style with a large, stylized "H" and "f".

David Huff
City of Madera – Grants Department, Transit Program Manager