



# TURLOCK TRANSIT

**City Project No. 18-34**

**Request for Proposals (RFP) No. 18-030**

**Short-Range Transit Plan FY 2019-24**

The City of Turlock, providing transit services under Turlock Transit, is seeking proposals from qualified transit planning consultants for a revised five (5) year Short Range Transit Plan. Interested applicants are encouraged to read the requirements as listed in this RFP and submit a proposal prior to the deadline. The anticipated solicitation schedule is:

RFP Advertised:	June 27, 2018
Requests for Information (RFI) due:	July 12, 2018
City Responses to RFIs due:	July 18, 2018
<b>Proposal Submission Deadline:</b>	<b>August 9, 2018 at 4:00 p.m. (local time)</b>
Notice of Intent to Award:	August 17, 2018
City Council Award (Anticipated):	September 25, 2018

Proposals received after the submission deadline will be rejected. The City is not liable for any costs associated with the preparation of a proposal in response to this RFP. Proposals and questions related to this solicitation shall be addressed to:

City of Turlock  
Development Services Department  
Attn: Wayne York  
156 S. Broadway, Suite 150  
Turlock, CA 95380  
Phone: (209) 668-6039  
Fax: (209) 668-5563  
Email: [wyork@turlock.ca.us](mailto:wyork@turlock.ca.us)

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## **2 General**

The City of Turlock (City), providing transit services under Turlock Transit, is soliciting proposals from transit planning consultants with qualifications, experience, and knowledge in the development of short-range transit plans. This Request for Proposals (RFP) provides detailed information regarding the scope of services requested, as well as outlines expectations for proposal content and evaluation. The resulting Short-Range Transit Plan (SRTP) shall be in effect for Fiscal Years 2019-2024, unless otherwise amended or revised sooner, and is expected to provide a strategic framework for future transit projects and operations.

### **2.1 Background**

Effective January 2017, Turlock Transit provides fixed route and demand-response (Dial-a-Ride) bus services to the city of Turlock and Dial-a-Ride service only to the nearby community of Denair. Regional bus services are provided by Stanislaus Regional Transit (StaRT) and the Transit Joint Powers Association of Merced County (The Bus). The City maintains a council-manager form of a government with a city manager responsible for administrative oversight of the organization and a city council responsible for policy and legislative approvals. Turlock Transit does not provide any transit services outside of the city of Turlock.

#### **2.1.1 Fixed Route**

Fixed route services are provided along six routes operating every 30-35 minutes throughout the day, with operating hours of 6:00 a.m. to 9:00 p.m. every weekday and 9:00 a.m. to 7:00 p.m. on Saturdays. There is no service on Sundays. Regular fares are \$1.50 per trip and an all-day pass is available for \$3.50. A monthly pass is available for \$50.00. Discounted passes (50% reduction) are available for qualifying passengers.

#### **2.1.2 Demand-Response Dial-a-Ride**

Dial-a-Ride service is available for next-day reservations and operates during the same operating hours as the fixed route service. Dial-a-Ride primarily provides complementary ADA paratransit service to eligible passengers within the City limits, along with service to senior citizens, Medicare card holders, and K-6 students. Service outside the core area (Zone 1) is available to the general public (Zones 2 & 3). Regular fares are \$2.50 per trip within Zones 1 & 2 and \$3.50 for Zone 3 (Denair). Discounts are provided for individuals that group travel under a single reservation.

#### **2.1.3 Previous System Changes**

Fixed route services were heavily modified in January 2017 as a result of the previous Short-Range Transit Plan recommendations. Prior to the change, the City operated four (4) looped fixed-routes with 45-minute headways and reduced operating hours. Routes were realigned and reconfigured to provide more bi-directional service, as well as better achieve on-time performance standards. The changes were generally well received by the public.

#### 2.1.4 Transit Fleet

The City owns and maintains all revenue service transit vehicles, while the management and operation of the transit services are contracted with Storer Transit Systems (Storer). The City's fleet of 15 buses are comprised of three (3), 35' CNG-powered buses and twelve (12) 26-29' gasoline-powered midsize buses. The fleet is currently operated generally as a mixed fleet, with midsize buses providing both fixed route and Dial-a-Ride services. The City expects to accept delivery of two (2) 29' Champion Transport midsize buses in summer 2018 and four (4) 35' CNG-powered Gillig buses in November 2018, likely resulting in the retirement of older revenue service vehicles that have reached the end of their useful life. The City has also provided Storer with two (2) non-revenue service vehicles: one (1) Ford Transit van used primarily for shuttling drivers at shift change and one (1) Ford Fusion Energi car for management and administration staff.

#### 2.1.5 Dispatch and Maintenance

Transit vehicles are parked, washed, and maintained at the City's Corporation Yard on the southwest side of the City at 701 S. Walnut Rd. Transit dispatch operations also currently occur from the City's Corporation Yard. Dispatch and transit management operations are expected to relocate to the Roger K. Fall Transit Center in the center of the City at 1418 N. Golden State Blvd. in October/November 2018 upon completion of the new transit center building and site improvements. The Transit Center shall also have a ticket window, allowing for transit pass sales at that location instead of only at Turlock City Hall. City transit administration staff is expected to relocate to the Transit Center in early 2019.

#### 2.1.6 Funding

The City receives federal funding for Turlock Transit from the Federal Transit Administration (FTA) under Sections 5307 and 5339, as well as funds from the State of California (State) through Local Transportation Fund (LTF) and State Transit Assistance (STA) funding allocated by the Stanislaus Council of Governments (StanCOG). Funding for transit planning projects, such as the services requested under this RFP, will be funded entirely through LTF funding and will not be subject to federal procurement regulations. While sufficient funding exists for transit operations and capital projects, State imposed restrictions in the form of the Transportation Development Act (TDA) requires a fare recovery ratio of 20%, limiting Turlock Transit's ability to provide certain services. Prior to FY 2016-17 the fare recovery ratio was 15%, which was barely achieved each year, and the City has benefited from an exemption to farebox recovery requirements for three years (starting in FY 2016-17). Since that exemption will expire for the City on June 30, 2019, it is imperative that a sustainable, strategic plan be developed to help ensure Turlock Transit's continued ability to provide transit services to the community.

#### 2.1.7 Staffing

City transit administration staff currently includes two (2) full-time staff: one (1) Transit Manager and one (1) Transit Planner.

## ***2.2 Requests for Information (RFI)***

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received prior to the stated RFI submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received after the RFI submission deadline. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing. In the absence of a response from the City, proposers shall do their best to provide the information requested to the best of their ability and understanding.

## ***2.3 Miscellaneous***

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The contract type shall be a firm-fixed price contract.

### **3 Scope of Work**

The scope of services outlined in this RFP represents the services the City anticipates the successful proposer to perform. The list is not intended to be all-inclusive and final, as the City expects prospective consultants, as the subject matter experts, to propose all of the necessary tasks and activities that would be required to achieve the City's goals and objectives. The Consultant should include all tasks/activities necessary to achieve applicable Federal, State, or Regional requirements for a project of this nature and may elect to consolidate multiple tasks into a single task in their respective proposal.

#### **3.1 Primary Objectives**

The City seeks the completion and delivery of a five (5) year Short-Range Transit Plan that is developed through active solicitation and participation of community stakeholders, considers existing ridership patterns, constraints, and social-economic factors, and conforms with existing local/regional planning efforts. The resulting SRTP should provide recommendations for projects and/or service enhancements that are operationally and financially sustainable, in consideration of financial and operational constraints, and set a vision for improved transit services for the future. While a majority of existing riders may be classified as "transit dependent" the City desires a strategy to encourage "choice" riders that elect to use transit despite other available transportation options.

#### **3.2 Project Tasks**

The City has identified the following project tasks. Proposers are to describe in specific terms how these tasks will be accomplished:

1. Review the analysis and findings of the previous Short-Range Transit Plan completed in 2016 (<https://bit.ly/2lyA25V>), the City's General Plan (<https://bit.ly/2rUEZvq>) and Active Transportation Plan (<https://bit.ly/2LgiRb7>), and StanCOG's Regional Transportation Plan (<http://www.stancog.org/rtp.shtm>).
2. Evaluate the City's existing Agreement with Storer, financial and ridership reports, and current transit budgets, policies, and procedures.
3. Lead a variety of public outreach efforts:
  - a. Conduct and lead at least two (2) public workshops (mid-day & evening), likely on the same day, near the start of the project to familiarize the public with project goals and solicit input on transit needs.
  - b. Conduct and lead at least two (2) public workshops (mid-day & evening), likely on the same day, midway through the project to keep the public updated on project progress and solicit input on any recommendations made thus far.
  - c. Conduct and lead at least two (2) public workshops (mid-day & evening), likely on the same day, near the end of the project to provide draft recommendations and demonstrate incorporation of previous feedback.
  - d. Design, print, and provide to the City (or it's designated mailing agent) 20,000 8.5" x 11" paper flyers (full color, dual-sided) for distribution as an insert in the City's utility billing mailings. The intent of the flyer would be to provide an

overview of the project, key dates/times of meetings, contact information for the consultant, and a way to be added to a contact list for updates by the consultant during the project. Ideally the flyer could be used and re-used throughout the life of the project.

4. Conduct in-person, on-board rider surveys on each of the fixed routes.
5. Develop a proposed, comprehensive Short-Range Transit Plan to include:
  - a. System Description;
  - b. Vision and Mission Statement;
  - c. SMART Goals/Objectives;
  - d. Performance Standards and Overall System Evaluation;
  - e. Evaluate fixed route operations to include projection of future transit ridership demands;
  - f. Recommended level of service/frequency for established routes;
  - g. Recommended enhancements to Dial-a-Ride service;
  - h. Research the potential for expanded or new services, which should include, but not be limited to:
    - i. Fixed route and/or Dial-a-Ride service on Sundays;
    - ii. Adjusted operating hours;
    - iii. Special, limited services of fixed duration or scope;
    - iv. Limited service to regional points of interest;
    - v. Commuter service option.
  - i. Recommended 5-year operational plan with cost analysis, with improvement and enhancements reflected in appropriate phases;
  - j. Recommended 5-year capital improvement plan with cost analysis, with potential projects prioritized based on their ability to improve ridership or meet an expressed need of existing riders;
  - k. Recommended 5-year rolling stock procurement plan with cost analysis, to include establishing an ideal spare ratio and analysis of the following factors:
    - i. Purchasing vs. leasing buses
    - ii. Electric vs. CNG vs. Gasoline buses
    - iii. 35' vs. 40' buses
  - l. Evaluate connectivity to other transit providers and transit options and provide recommendations for enhancements to that connectivity;
  - m. Evaluate and recommend a fare structure for all transit services;
  - n. Evaluate the viability of a consolidated transit service with one more regional transit service providers, to include:
    - i. Whether or not a consolidated service would be likely to provide services more or less efficiently;
    - ii. Whether consolidation would meet the needs of Turlock citizens better or worse than current service levels;
    - iii. If consolidation is recommended, then advise on a strategy for moving in that direction, to include organization, funding, transfer of assets, and service provision considerations;



- iv. If consolidation is not recommended, then articulate the rationale for the recommendation.
  - o. Evaluate and recommend a strategy for establishing and growing online transit pass sales;
  - p. Evaluate the existing Agreement with Storer and make recommendations for changes or enhancements, if any, for future amendments or future operations and management contracts;
  - q. Recommend a marketing plan for promotion of Turlock Transit, to include a recommended budget and specific strategies;
  - r. Recommend a 5-year consolidated financial plan that considers existing funding sources and levels, recommends additional funding sources as applicable, identifies estimated capital, operating, and planning expenditures, and provides a strategy for financial sustainability;
    - i. Financial plan should be completed in a format that is viewable within Microsoft Excel
  - s. Recommend a Transit Asset Management (TAM) Plan compliant with FTA's TAM Final Rule (<https://bit.ly/2eD3ncG>), based on asset data provided by the City, to include bus and maintenance inspections and audit schedule;
  - t. Recommend a staffing plan for City transit administration to accomplish the required work associated with administration, procurement, and oversight of Turlock Transit, to include succession planning;
    - i. Recommend staffing structure with break down of roles, duties, and responsibilities of each;
    - ii. Identify impacts to fare recovery ratio for recommendations
  - u. Recommend a monthly ridership reporting format;
  - v. Recommend potential Geographic Information System (GIS) solutions based on available datasets
6. Document all feedback from public meetings, provide a copy to the City of the results within five (5) business days of the meeting, and include feedback as an appendix in the final SRTP;
  7. Prepare and present the draft Short-Range Transit Plan to the Turlock City Council and incorporate any changes/modifications they direct to be made.
  8. Provide printed and electronic copies of the final, adopted Short-Range Transit Plan inclusive of all changes and feedback:

### **3.3 Post-Award Project Schedule**

The Consultant shall provide a post-award project schedule in their proposal that reflects all project tasks, activities, and dependencies. The schedule should reflect a Consultant presentation of the draft SRTP to the Turlock City Council at a regularly scheduled meeting no later than the end of September 2019.

- City policy requires agenda items be submitted five (5) weeks ahead of the meeting for which they will be considered, so the SRTP would need to be provided to City staff earlier than the date it will be presented;

- The Turlock City Council generally meets on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month.

### **3.4 Expedited Schedule Option**

Prospective consultants may, at their option, elect to provide an expedited project schedule that results in the presentation of the draft SRTP to the City Council on June 25, 2019 (three months earlier than the normal schedule) and completion of all work, including delivery of printed deliverables, by June 28, 2019. If this expedited option is provided, the consultant should also identify any additional costs associated with exercising that option in their cost proposal (as a separate line). Failure to provide this option will not negatively impact the scoring or selection of a consultant's proposal.

The City may, in its sole discretion, elect to exercise the expedited schedule option if it is made available. If so elected, the City shall notify the selected consultant in writing to advise of this election prior to award of an agreement and the Agreement term would be updated to reflect a term end date of June 30, 2019.

### **3.5 Project Deliverables**

1. Submission of draft or working documents should be made via email
2. Submission of final SRTP should be made as follows:
  - a. Five (5) full-color, 8.5" x 11" printed and bound hard copies;
  - b. Each printed report should be bound and organized in a manner for easy referencing, such as through the use of tabs;
  - c. Specific plans identified (i.e. Marketing Plan) shall commence at the start of a new page so that they can be extracted later and serve as a standalone document if required.
  - d. Page numbering shall be structured with a section identifier and page identifier, with the latter starting over at "1" with each section, allowing each section to be extracted as a standalone document if required.
  - e. Maps, diagrams, or material that is larger than 8.5" x 11" when printed should be folded to 8.5" x 11" size;
  - f. One (1) full-color electronic (PDF) copy, compiled in a manner that allows for text searches throughout the document (i.e. print-to-file);
  - g. Page numbers in PDF file shall match the printed page numbers at the bottom of each page and in the report's index, for easy digital searching of content.

## 4 Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. A cover page shall be provided that includes the proposer's contact information and the person(s) authorized to negotiate agreements on behalf of the firm. An authorized person shall sign the cover letter.

The consultant shall provide the information requested within the RFP. The consultant's proposal to this RFP consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. Consultants may attach relevant information and documentation not specifically requested.

The proposal shall be limited to no more than 50 pages (not including a cover page) and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. A single paper page with printing on both sides counts for two pages. Resumes and a company qualification brochure may be added to the proposal and not count towards the maximum page limited, provided they are located in an appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFP they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated, the City shall assume the consultant understands all of the requirements of the RFP, including the insurance requirements and provisions in the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFP shall be included in the Agreement as an exhibit.

### 4.1 *Statement of Qualifications*

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional transit planning services. Each proposal must contain a statement of qualifications that includes the following information:

1. **General Information** – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work. The professional qualifications necessary for completing the work refers to the staff members that will be working on the project;
2. **Background** – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. **Experience**– Provide a detailed description of past projects and work experience that qualifies the firm to be uniquely capable of providing the services requested under this RFP;
4. **Capacity** – Describe the current organizational structure of the firm, current operations, and describe how the firm has the capacity and capability to provide the services requested under this RFP;
5. **References** – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

#### ***4.2 Technical Proposal***

The Consultant shall provide, in sufficient detail, a technical proposal that describes their understanding of the scope of work and how they plan to meet the City’s goals and objectives.

#### ***4.3 Cost Proposal***

The Proposer shall provide an all-inclusive cost summary for the proposed labor, materials, tasks, activities, and any other project costs. Total costs shall be itemized and submitted in a manner deemed most appropriate by the Proposer.

If an “option” is elected to be provided by the Proposer as described in this RFP, the cost proposal shall include a separate line for that option so that it is clear to the City the total project cost with or without that option.

## **5 Proposal Submission & Selection**

### ***5.1 Proposal Submission***

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide three (3) printed, bound copies of their proposal as well as one electronic copy (PDF) on a USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option. The electronic version of the Proposal should be compiled in a manner that it is text searchable (i.e. print-to-file).

Proposals are subject to release, in part or in whole, under the California Public Records Act (CPRA) upon conclusion of the solicitation process. If there are specific portions of the Proposal that a Proposer believes are not subject to release under CPRA, those items should be identified within the Proposal with the specific CPRA exemption cited. If noted, the City shall consider redacting such items before release of the Proposal when/if the City has concurred with the exemption.

### ***5.2 Proposal Selection***

Proposals will be reviewed by City staff and evaluated to determine which proposal best meets the criteria of the RFP. The final selection will be based on completeness, experience, capacity, technical merit, cost competitiveness and reference checks. It is the City's intention to select one firm that has sufficient expertise to handle the various details of the project. The City reserves the right to enter into agreements with multiple consultants.

The City reserves the right, without qualification, to:

1. Reject all proposals;
2. Exercise discretion and apply its judgment with respect to any proposals submitted;
3. Select proposals which qualify based on the following factors (50 points max):
  - a. Qualifications and Experience of Project Staff (15 pts),
  - b. Cost Proposal (15 pts),
  - c. Capacity / Capability to Provide Quality Services (10 pts),
  - d. Familiarity with Technical Requirements (5 pts),
  - e. Reference Checks (5 pts),

4. Review and rank the all proposals received from consultants and recommend a consultant to receive an agreement for the work specified within this RFP.

City staff shall issue a Notice of Intent to Award once a tentative selection has been made. Only the City Council is empowered to formally award an Agreement on behalf of the City. City staff shall notify the selected Consultant of the final approval by the City Council.

## **6 Protest Procedures**

The purpose of these procedures is to set forth the procedures to be utilized by City of Turlock in considering and determining all protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

### **6.1 General**

In order for a protest to be considered by City of Turlock, it must be submitted by an Interested Party in accordance with the procedures set forth herein. An Interested Party means any person who is an actual or prospective proposer in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A sub-consultant does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement. A protest which is submitted by a party which is not an Interested Party or which is not in accordance with the procedures shall not be considered by City of Turlock, and will be returned to the submitting party without any further action by City of Turlock.

### **6.2 Grounds for Protest**

Any Interested Party may file a protest with City of Turlock on the grounds that:

1. City of Turlock has failed to comply with applicable Federal or State Law; or
2. City of Turlock has failed to comply with its procurement procedures; or
3. City of Turlock has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
4. City of Turlock has issued restrictive or discriminatory specifications.

### **6.3 Contents of Protest**

A protest must be filed in writing and must include:

1. The name and address of the protestor.
2. The name and number of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of City of Turlock procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires City of Turlock to consider in making its decision.
5. The desired relief, action, or ruling sought by the protestor.

Protests must be filed with:

City of Turlock  
Development Services Department  
Attn: Wayne York  
156 S. Broadway, Suite 150

Turlock, CA 95380

All protests must be received at the City of Turlock address listed above during normal office hours of 8:00 a.m. to 5:00 p.m. local time.

If any of the information required by this section is omitted or incomplete, City of Turlock will notify the protestor, in writing, within one (1) business day of the receipt of the protest, and the protestor will be given one (1) business day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

#### ***6.4 Timing Requirements and Categories of Protest***

City of Turlock will consider the following categories of protests within the time period set forth in each category:

- Any protest alleging improprieties in a Solicitation process or in Solicitation documents must be filed no later than five (5) business days prior to the scheduled deadline for submittal or proposals in order to be considered by City of Turlock. Any protest based on such grounds not filed within this period will not be considered by City of Turlock. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
- Any protests regarding the evaluation of proposals by the City of Turlock, or alleging improprieties involving the approval or award or proposed approval or award of a Contract must be filed with City of Turlock no later than five (5) business days after the protestor's receipt of City of Turlock's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of proposals, or the Contract approval or award will not be considered by City of Turlock. City of Turlock will notify all unsuccessful proposers of its intent to award a Contract to the successful proposer by email at the same time it notifies the successful proposer if City Council approval is not required, and at the same time as the publication of the City Council agenda if City Council approval is required.

#### ***6.5 Review of Protest by City of Turlock***

City of Turlock will notify the protestor within three (3) days of timely receipt of a protest that the protest is being considered.

In the notification, City of Turlock will inform the protestor of any additional information required for evaluation of the protest by City of Turlock, and set a time deadline for submittal of such information. If City of Turlock requests additional information and it is not submitted by the stated deadline, City of Turlock may either review the protest on the information before it, or decline to take further action on the protest.



In its sole discretion, City of Turlock may give notice of any protest to other proposers for the procurement involved in the protest, as appropriate, and permit such proposers to submit comments to City of Turlock relative to the merits of the protest. City of Turlock will set a time deadline for the submittal of such comments, which will be no less than five (5) business days after City of Turlock provides notification of the protest.

In its sole discretion, City of Turlock may schedule an informal conference on the merits of a protest. All Interested Parties will be invited to participate in the conference. Any information provided at the conference will only be considered by City of Turlock in deciding the protest if it is submitted to City of Turlock in writing within three (3) business days after the conference.

### ***6.6 Effects of Protest on Solicitation Actions***

Upon receipt of a timely protest regarding evaluation proposals, or the approval or award of a contract, City of Turlock will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful proposer may not recover costs as a change order.

Notwithstanding the pendency of a protest, City of Turlock reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- a. Where the item to be procured is urgently required;
- b. Where City of Turlock determines, in writing, that the protest is vexatious or frivolous;
- c. Where delivery or performance will be unduly delayed, or other undue harm to City of Turlock will occur, by failure to make the award promptly; or,
- d. Where City of Turlock determines that proceeding with the procurement is otherwise in the public interest.

### ***6.7 Summary Dismissal of Protests***

City of Turlock reserves the right to summarily dismiss all or any portion for a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by City of Turlock in a previous protest by any Interested Party in the same solicitation or procurement action.

### ***6.8 Protest Decisions***

After review of a protest by appropriate City of Turlock staff and/or legal counsel, a recommendation shall be made to the City of Turlock Development Services Department Director (Director) concerning the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and City of Turlock's own investigation and analysis.

The decision of the Director shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the Director will be issued within thirty

(30) business days after the date all relevant information is submitted according to the dealings set forth in these procedures.

If the protest is upheld, City of Turlock will take appropriate action to correct the procurement process and protect the rights of the protestor, including solicitation, revised evaluation of proposals or City of Turlock's determination, or termination of the contract.

If the protest is denied, City of Turlock will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

### ***6.9 Judicial Appeals***

A protester adversely affected by a protest decision under this solicitation may appeal such decision to an appropriate court of the State of California.

## 7 Appendices

### 7.1 Vehicle Listing

Veh No.	Year	Make	Model	Length	Fuel	Use	Due to Arrive
<b>1032</b>	<b>2005</b>	<b>Orion</b>	<b>VII</b>	<b>35</b>	<b>CNG</b>	<b>Fixed Rt</b>	
<b>1038</b>	<b>2015</b>	<b>Arboc</b>	<b>GM 4500</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1039</b>	<b>2015</b>	<b>Arboc</b>	<b>GM 4500</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1040</b>	<b>2015</b>	<b>Arboc</b>	<b>GM 4500</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1041</b>	<b>2015</b>	<b>Arboc</b>	<b>GM 4500</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1042</b>	<b>2015</b>	<b>Arboc</b>	<b>GM 4500</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1043</b>	<b>2009</b>	<b>Orion</b>	<b>VII</b>	<b>35</b>	<b>CNG</b>	<b>Fixed Rt</b>	
<b>1044</b>	<b>2009</b>	<b>Orion</b>	<b>VII</b>	<b>35</b>	<b>CNG</b>	<b>Fixed Rt</b>	
<b>1045</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1046</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1049</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1050</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1051</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<b>1052</b>	<b>2015</b>	<b>Champion</b>	<b>Transport</b>	<b>26</b>	<b>Gasoline</b>	<b>Mixed</b>	
<i>1056</i>	<i>2015</i>	<i>Champion</i>	<i>Transport</i>	<i>29</i>	<i>Gasoline</i>	<i>DAR</i>	<i>Jun '18</i>
<i>1057</i>	<i>2015</i>	<i>Champion</i>	<i>Transport</i>	<i>29</i>	<i>Gasoline</i>	<i>DAR</i>	<i>Jun '18</i>
<i>1058</i>	<i>2018</i>	<i>Gillig</i>	<i>Standard</i>	<i>35</i>	<i>CNG</i>	<i>Fixed Rt</i>	<i>Nov '18</i>
<i>1059</i>	<i>2018</i>	<i>Gillig</i>	<i>Standard</i>	<i>35</i>	<i>CNG</i>	<i>Fixed Rt</i>	<i>Nov '18</i>
<i>1060</i>	<i>2018</i>	<i>Gillig</i>	<i>Standard</i>	<i>35</i>	<i>CNG</i>	<i>Fixed Rt</i>	<i>Nov '18</i>
<i>1061</i>	<i>2018</i>	<i>Gillig</i>	<i>Standard</i>	<i>35</i>	<i>CNG</i>	<i>Fixed Rt</i>	<i>Nov '18</i>

**Bold vehicles are currently in the fleet**

*Italicized vehicles have been ordered, but not yet delivered.*

## 7.2 Sample Agreement



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**THE CITY OF TURLOCK**  
and

\_\_\_\_\_ for  
**SHORT RANGE TRANSIT PLANNING SERVICES**  
CITY PROJECT NO. 18-34

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**THIS AGREEMENT** is made this 25th day of September, 2018, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for short range transit planning services; and

**WHEREAS**, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the Request for Proposals attached hereto as Exhibit A, and the the CONSULTANT's proposal attached hereto as Exhibit B. CONSULTANT shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit

A and Exhibit B and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed \_\_\_\_\_ and No/100<sup>th</sup>s Dollars (\$\_\_\_\_\_). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective September 25, 2018 and end December 31, 2019, subject to CITY's availability of funds.

**6. INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement 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 or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and

its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Contractors Pollution Insurance: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(e) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. 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 (3) years after completion of the services required by this Agreement.

(f) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(g) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(h) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(i) Verification of Coverage: CONSULTANT shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(k) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(l) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

## 7. INDEMNIFICATION:

**Indemnity for Professional Liability:** When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers 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 Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's 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 elective and appointive boards, officers, officials, agents, employees or volunteers 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 performance of this Agreement by CONSULTANT or by any individual or agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

**8. INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any



third party that an employer-employee relationship exists by reason of this Agreement.

**9. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

**10. TERMINATION OF STATED EVENT:**

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not

useful to CITY as of the termination date.

**11. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

**12. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

**13. TIME:** Time is of the essence in this Agreement.

**14. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

**15. OBLIGATIONS OF CONSULTANT:** Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**16. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

**17. NEWS AND INFORMATION RELEASE:** CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**18. INTEREST OF CONSULTANT:** CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

**19. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

**20. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

**21. CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to Section 1776, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

**22. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**23. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**24. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

**25. GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

**26. HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**27. COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health

regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**28. CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

**29. ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

**30. RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

**31. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

**32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**33. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_

for CITY: CITY OF TURLOCK  
ATTN: DEPARTMENT DIRECTOR  
ENGINEERING DIVISION  
156 SOUTH BROADWAY, SUITE 150  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5520  
FAX: (209) 668-5563

**34. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Wayne York  
Development Services Department  
156 S. Broadway, Suite 150

Turlock, California 95380-5456  
Telephone: (209) 668-6039  
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E-mail: wyork@turlock.ca.us

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

Gary Soiseth, Mayor

or

\_\_\_\_\_  
Robert A. Talloni, Interim City Manager

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_

Nathan Bray, P.E., Interim Development  
Services Director/City Engineer

APPROVED AS TO FORM:

By: \_\_\_\_\_

Jose A. Sanchez, City Attorney

ATTEST:

By: \_\_\_\_\_

Jennifer Land, City Clerk



**DEVELOPMENT SERVICES**  
ENGINEERING DIVISION  
156 S. BROADWAY, SUITE 150  
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engineering@turlock.ca.us

**Date: 07/20/18**

**City Project No. : 18-34**

**RPP No. : 18-030**

**Addendum No. : 1**

The changes, clarifications and notations shown below shall be added as Appendix 7.3 to this Request for Proposals. Some questions were not answered due to the need to compile records/data. This information will be provided in a forthcoming Addendum No. 2, which will be issued within a few business days.

The following questions were provided in writing to the City from prospective proposers prior the deadline for such requests on July 12, 2018. Responses to each question have been provided by the City.

**1. What is the maximum budget available to the Consultant?**

The project budget is not being provided to prospective consultants during the solicitation period. The purpose of this approach is to not fiscally constrain a consultant's proposal, thus, potentially resulting in an inferior or limited final product. Consultants should prepare a proposal that demonstrates their ability to fully complete the scope of work specified, while doing so in a cost-effective manner. The City has ample funding to accommodate the proposal ultimately selected on the basis of "best value" to the City.

**2. What role will the City play in the public workshops? Will they provide the venues? Advertising? Translator?**

The City will provide the use of City facilities for public workshops, if needed, as well as the use of presentation equipment that may be present at each venue. Workshops held at City Hall in the Yosemite Conference Room (aka Council Chambers) will accommodate large groups and will have audio/video presentation capabilities, including two 90" TVs, document camera for displaying hard copies, and VGA or HDMI laptop computer connections for presentations/videos. Presentations held at other venues, such as another City facility or Turlock Unified School District (TUSD) facility, will be limited to technology available at those sites. The consultant would be responsible for bringing presentation equipment (i.e. projector) and any other presentation materials needed in those situations. Site locations for public workshops can be discussed with the selected consultant following award of an agreement.

The City expects the Consultant to take a lead role in planning, organizing, and conducting public workshops. This includes recording notes during the meetings of public input, organizing that feedback for inclusion in future meetings and/or reports, preparing the promotional materials needed to communicate information about the meeting(s) to the general public, and providing a Spanish translator at each public workshop. At least one City staff member will be present at each meeting to serve in a supportive role and be available for questions, if needed.

The City will leverage the use of TurlockTransit.com and Turlock Transit's Facebook & Twitter social media accounts to advertise information prepared by the Consultant. The City can distribute

utility bill inserts with utility bills that are sent out to all of the City’s residents. Advertising beyond these means would be the responsibility of the Consultant.

While the draft reports and final reports should be provided in English, any public notices or advertisement for public input should be provided in both English and Spanish.

**3. Will there be an oversight committee of any sort? Who will be reviewing the interim documents?**

Interim documents will be reviewed by the Transit Manager, Transit Planner, and Transit Assistant. There is not currently plans for additional members to join this group, though that could be a possibility in the future.

**4. How is the on-time performance of existing services? How is this tracked?**

On-time performance of each fixed route is currently very good. City fleet vehicles currently do not have any Automatic Vehicle Locator (AVL) technology installed, so on-time performance is tracked manually through regular on-site evaluations by the General Manager or Operations Manager, a mystery rider program, spot inspections by City transit staff, and discussions between City staff and passengers.

**5. Has ridership been growing under the revised routing/schedules that were implemented in January 2017?**

Yes. See the table below which compares overall fixed-route ridership from early 2018 with the same time period one year prior, as well as the percentage increase in ridership. You’ll notice the level of increase in March 2018 is not as high, which is reflective of a free ride promotion in March 2017 that increased ridership that month.

	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>
<b>2017</b>	9,124	9,213	12,674	10,883	10,905
<b>2018</b>	11,247	12,041	13,758	12,367	14,023
<b>% Increase</b>	23%	31%	9%	14%	29%

**6. What is the extent of the available boarding/alighting data? By route? By route and run? By stop?**

Boarding/alighting data is available by route and run, but not by stop. We do not have passenger counters installed on any buses and are not able to provide stop level analysis of ridership.

**7. Do the fixed route buses have automated farebox/passenger counters that generate data for ridership by stop/route/run analysis?**

Each bus has a SPX Genfare Fast Fare electronic farebox that collects fares and ridership data on a per mode, per route, per run level. We do not have passenger counters installed on any buses and are not able to provide stop level analysis of ridership.

**8. Are onboard surveys on weekdays-only sufficient, or is it important to include Saturday surveys as well?**

It will be important to gather information on both weekdays and Saturdays to better understand the change in ridership patterns, particularly as that data could lead to changes in services following the completion of the SRTP.

**9. What is the status of developing a funding agreement with Stanislaus State for a student pass paid by student fees?**

The City has an existing funding agreement with the Associated Students Incorporated (ASI) of Stanislaus State for unlimited use of fixed route services in exchange for a fixed fee. That agreement was executed in January 2017 and provided tiered increases in fees, starting with a partial FY 2016-17, a higher step in FY 2017-18, with a fixed rate of \$90,000 per fiscal year for three years beginning in FY 2018-19. It's important to note that this agreement is with ASI, not Stanislaus State.

The City intends for the Consultant to provide valuable feedback and input on the development of the next funding agreement with ASI, to include any enhancements or changes that improves upon the existing agreement, as well as recommendations for securing additional funding agreements with other organizations or entities.

**10. Has a date for potential interviews been identified? If so, what is it?**

City staff will be available on Wednesday, August 15, 2018 and Thursday, August 16, 2018 for interviews with prospective consultants. The City is providing two different days in an effort to be more accommodating to prospective consultants. If selected for an interview, City staff will work with the respective consultant to identify a specific date/time that is mutually convenient. The City does not expect any single interview to exceed one hour in length.

**11. Has the City already prepared route and schedule modifications to address introduction of the new transit center?**

There are no routes/schedule modifications that will be needed. The Transit Center is already actively used as the origin and destination of each route. The improvement project underway will further improve the site by adding a building, parking lot, and various passenger amenities.

**12. What is the anticipated budget for this project (range or not-to-exceed amount)?**

The project budget is not being provided to prospective consultants during the solicitation period. The purpose of this approach is to not fiscally constrain a consultant's proposal, thus, potentially resulting in an inferior or limited final product. Consultants should prepare a proposal that demonstrates their ability to fully complete the scope of work specified, while doing so in a cost-effective manner. The City has ample funding to accommodate the proposal ultimately selected on the basis of "best value" to the City.

**13. The RFP states "recommend a Transit Asset Management Plan." Does that mean to prepare the City's TAM Plan?**

No, though it's apparent how that statement (Section 3.2, Subsection 5s) could be interpreted that way. The statement is amended to read as follows:



Review the City's existing Transit Asset Management (TAM) Plan for compliance with FTA's TAM Final Rule (<https://bit.ly/2eD3ncG>), based on asset data provided by the City, to include bus and maintenance inspections and audit schedule, and recommend changes, improvements, or enhancements if needed;

**14. RFP states three or more references from the past two years. Can the time range for references be extended to three or five years?**

Yes. The first sentence of Section 4.1 (Subsection 5) is amended to allow for references for work completed in the past five years instead of two years.

**15. Please provide average daily ridership by route for the most recent fiscal year. If this is not available, please provide annual ridership by route.**

This information will be provided in Addendum No. 2 in the next few business days.

**16. How many Dial-A-Ride customers are currently active (have ridden in the past 6 months)?**

This information will be provided in Addendum No. 2 in the next few business days.

**Section 2.1.7 "Staffing" is changed to reflect the addition of a new part-time staff member and shall be amended as follows:**

City transit administration staff currently includes two (2) full-time staff members (Transit Manager & Transit Planner) and one (1) part-time staff member (Transit Assistant).

**Section 3.5.2.1 is amended to read as follows:**

Evaluate connectivity to other transit providers and transit options and provide recommendations for enhancements to that connectivity. This evaluation shall include Consultant led discussions with the following entities for their input and feedback on draft plans proposed under this SRTP:

- Stanislaus Council of Governments (StanCOG)
- Stanislaus Regional Transit (StaRT)
- Merced County Association of Governments (MCAG)
- Transit Joint Powers Authority for Merced County

Comments and feedback from these entities shall be incorporated into the final report, likely as an appendix.

Sincerely,



Wayne York  
Transportation Engineering Supervisor

Cc: Scott Medeiros, Transit Planner  
Brian Vasquez, Transit Assistant



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**Date: 08/05/18**

**City Project No. : 18-34**

**RPP No. : 18-030**

**Addendum No. : 2**

The changes, clarifications and notations shown below shall be added as Appendix 7.4 to this Request for Proposals. The clarifications shown below took longer to generate than previously anticipated.

The following questions were provided in writing to the City from prospective proposers prior the deadline for such requests on July 12, 2018. The City responded to these questions under Addendum No. 1 by advising a subsequent addendum would be released. This is that addendum.

- 1. Please provide average daily ridership by route for the most recent fiscal year. If this is not available, please provide annual ridership by route.**

See attached.

- 2. How many Dial-A-Ride customers are currently active (have ridden in the past 6 months)?**

Approximately 97 active passengers in the past six (6) months.

Sincerely,

Wayne York  
Transportation Engineering Supervisor

Cc: Scott Medeiros, Transit Planner  
Brian Vasquez, Transit Assistant

## Fixed Route Monthly Ridership

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yr. Total	Mon. Ave.	+/- %
98-'99					1,692	3,556	3,925	4,314	5,748	5,026	4,922	5,707	56,695		
99-'00	6,836	6,785	8,027	87,853	6,736								132,105		
00-'01													141,670		
01-'02	10,764	11,345	12,699	14,034	11,697	10,579	11,219	10,830	12,649	12,381	13,380	11,541	143,118	11,927	
02-'03	10,464	8,783	9,970	12,399	9,805	8,291	9,692	9,075	10,721	9,593	10,631	8,429	117,853	9,821	-18%
03-'04	8,541	8,829	11,754	12,992	9,570	9,986	9,719	9,670	12,931	11,051	10,751	10,003	125,797	10,483	7%
04-'05	8,684	8,978	12,185	11,679	10,559	9,669	10,659	10,144	11,350	11,141	11,841	10,943	127,832	10,653	2%
05-'06	10,143	11,795	14,141	13,997	12,190	10,425	11,156	10,928	12,698	10,597	13,746	11,746	143,562	11,964	12%
06-'07	10,649	12,578	13,668	14,884	13,174	12,575	12,466	11,710	15,618	12,478	14,691	12,113	156,604	13,050	9%
07-'08	10,236	12,922	11,471	11,484	9,021	7,044	7,618	7,951	8,364	10,050	9,930	8,774	114,865	9,572	-27%
08-'09	8,142	9,215	10,617	11,706	8,397	8,652	9,453	8,401	9,434	8,785	9,436	7,354	109,592	9,133	-5%
09-'10	7,368	8,660	10,246	9,456	7,965	7,392	7,654	8,171	9,676	7,892	8,181	7,141	99,802	8,317	-9%
10-'11	6,508	8,637	9,994	9,982	8,737	9,164	8,472	7,997	10,214	8,609	9,348	6,670	104,332	8,694	5%
11-'12	6,101	9,192	9,523	8,782	7,868	7,438	8,632	8,066	10,605	8,029	9,280	7,383	100,899	8,408	-3%
12-'13	6,793	9,035	8,763	10,819	9,452	7,827	8,747	9,797	10,580	9,419	10,071	7,098	108,401	9,033	7%
13-'14	7,667	8,625	9,432	10,697	8,715	8,122	8,719	8,815	9,160	8,963	9,901	7,440	106,256	8,855	-2%
14-'15	7,872	9,204	10,047	11,011	8,851	8,277	8,492	7,892	10,317	8,763	8,597	7,508	106,831	8,903	1%
15-'16	7,517	8,666	10,593	10,888	8,591	8,428	7,454	9,060	11,433	10,057	9,860	8,493	111,040	9,253	4%
16-'17	7,044	9,575	10,536	9,853	9,670	9,501	9,124	9,213	12,674	10,883	10,905	8,392	117,370	9,781	6%
17-'18	8,499	11,869	13,444	12,640	11,907	11,380	11,247	12,041	13,758	12,367	14,023	11,473	144,648	12,054	23%
	21%	24%	28%	28%	23%	20%	23%	31%	9%	14%	29%	37%			

## DAR Monthly Ridership

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yr. Total	Mon. Ave.	+/- %
01-'02	2,107	2,213	2,369	3,016	2,544	2,308	2,597	2,344	2,603	2,695	2,857	2,372	30,025	2,502	
02-'03	2,082	2,459	2,442	2,872	2,069	2,097	2,365	2,277	2,559	2,670	2,580	2,528	29,000	2,417	-3%
03-'04	2,464	2,690	2,795	3,016	2,108	2,397	2,692	2,445	3,008	2,779	3,694	2,675	32,763	2,730	13%
04-'05	2,212	2,590	2,726	2,702	2,280	2,272	2,311	2,213	2,872	2,761	2,867	2,567	30,373	2,531	-7%
05-'06	2,143	2,549	2,659	2,383	2,242	2,234	2,424	2,090	2,376	1,944	2,421	2,095	27,560	2,297	-9%
06-'07	1,671	2,267	2,078	2,068	1,823	1,760	1,896	1,896	2,117	1,823	2,077	1,813	23,289	1,941	-15%
07-'08	1,609	1,717	1,361	1,428	1,229	1,247	1,311	1,154	1,163	1,259	1,295	1,189	15,962	1,330	-31%
08-'09	1,103	1,229	1,318	1,515	1,035	1,021	1,028	1,048	1,169	1,090	1,062	1,035	13,653	1,138	-14%
09-'10	918	809	873	910	749	806	799	781	921	809	789	862	10,026	836	-27%
10-'11	766	811	893	834	782	718	744	744	886	918	990	863	9,949	829	-1%
11-'12	800	1,023	993	1,005	816	831	933	983	1,278	1,010	1,191	1,033	11,896	991	20%
12-'13	1,019	1,219	984	1,147	1,107	1,000	1,057	971	1,056	982	1,109	767	12,418	1,035	4%
13-'14	892	935	958	1,015	847	811	919	834	922	953	914	782	10,782	899	-13%
14-'15	871	999	1,063	1,121	887	969	950	1,006	1,144	1,133	1,046	1,035	12,224	1,019	13%
15-'16	1,042	889	926	913	837	885	731	698	823	819	669	596	9,828	819	-20%
16-'17	604	784	694	736	661	683	767	537	1,096	688	728	702	8,680	723	-12%
17-'18	677	878	1,184	1,083	984	764	1,018	883	1,038	849	937	829	11,124	927	28%
	12%	12%	71%	47%	49%	12%	33%	64%	-5%	23%	29%	18%			

# Fixed Route Ridership by Route

## FY 2017-18

\*Bus added for full service on Routes 3 and 6 on Jan 2, 2018

<u>Route</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	Yr. Total	Mon. Ave.	Daily Ave.
<b>1</b>	1,791	2,526	2,931	2,544	2,617	2,399	2,227	2,436	2,515	2,137	2,486	2,218	<b>28,827</b>	2,402	<b>94</b>
<b>2</b>	1,265	1,465	1,629	1,756	1,663	1,894	1,706	2,023	2,151	1,883	2,209	2,012	<b>21,656</b>	1,805	<b>71</b>
<b>3</b>	687	1,037	1,219	1,196	889	924	1,356	1,422	1,539	1,543	1,731	1,186	<b>14,729</b>	1,227	<b>48</b>
<b>4</b>	1,891	2,716	2,901	2,800	2,503	2,613	2,431	2,276	2,716	2,660	2,942	2,288	<b>30,737</b>	2,561	<b>100</b>
<b>5</b>	2,099	3,210	3,558	3,417	2,950	2,814	2,589	2,652	3,293	2,787	3,146	2,739	<b>35,254</b>	2,938	<b>115</b>
<b>6</b>	578	871	972	888	788	659	917	1,256	1,562	1,357	1,688	1,392	<b>12,928</b>	1,077	<b>42</b>