

BOARD OF DIRECTORS MEETING AGENDA
REDWOOD COAST TRANSIT AUTHORITY



DATE: Tuesday, December 6, 2022

Time: 5:30pm

PLACE: 981 H Street – Flynn Bldg - Zoom Option: <https://dnco.zoom.us/j/82869372937>

A link to view the meeting will be posted on <https://media.co.del-norte.ca.us/> .

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1. Call Meeting to Order. Roll Call. Pledge of Allegiance
 2. Public Comment
 3. Consent Calendar
 - 3A. Approve Resolution 2022-23-05 Authorizing Receipt of \$35,145 in FTA Section 5310 Funds for Paratransit Software Modules and Authorizing the General Manager to Execute Grant Documents.
 - 3B. Approve the Minutes of the October 24, 2022 RCTA Board Meeting
 4. Approve a Purchase Order with Solomon Electric for Williams Drive Lighting Upgrades in the Not-To-Exceed Amount of \$28,236 for Purchase and Installation of LED Lighting
 5. Approve a Purchase Order with Cummins Arcata in Amount of \$26,276 for an Integrated Emergency Generator for RCTA's Williams Drive Facility
 6. Approve a Purchase Order with Creative Bus Sales in Amount of \$75,000 for a Replacement Accessible Minivan for RCTA's Dial-A-Ride Fleet
 7. Update on RCTA PTMISEA Expenditure Plan
 8. Update on Development Approach, Timelines, and Funding Plan for Front Street Transit Hub Project
 9. Update on Procurement Process for RCTA Legal Counsel Services
 10. Management Report – First Transit Project Manager
 11. RCTA General Manager's Report
 12. Announcements
 13. Adjourn – Next RCTA Board Meeting will be on Tuesday, February 27th, 2023 at 5:30pm

Any member of the public may speak on any agenda item for a time period, not to exceed 3 minutes, prior to the Public Agency taking action on that agenda item.

December 6, 2022

MEMO TO: Board of Directors
FROM: Joe Rye, General Manager
SUBJECT: Approve Resolution 2022-23-05 Authorizing Receipt of \$35,145 in FTA Section 5310 Funds for Paratransit Software Modules and Authorizing the General Manager to Execute Grant Documents.



RECOMMENDATION:

That RCTA adopt Resolution 2022-23-05 authorizing Federal Funding under FTA Section 5310 (49 U.S.C. Section 5310) with the California Department of Transportation in the amount of \$35,145 for additional functional modules for its paratransit scheduling software and authorize the General Manager to execute all grant documents.

BACKGROUND:

RCTA has been successful for the second time in receiving an allocation of Federal Transit Administration (FTA) 5310 funds. The 2022 5310 funding will provide 100% of the costs of purchase and installation of additional functional modules to RCTA's existing First Transit-owned CTS paratransit scheduling software.

DISCUSSION:

This FTA 5310 funding will be used to purchase a 5-year software subscription to CTS modules that will enable automatic alerts be sent to customers phones when their bus is approaching, as well as provide a web-based portal where passengers can request a trip online, during or after regular business hours. The modules RCTA expects to add include:

- TripScheduler Module – adds on to existing TripMaster Base to enable Scheduling Profile Settings, Batch Scheduling, Same Day Scheduling, in real-time to support more same-day reservations
- ParaScope Tablet Application – offers electronic manifests, real-time vehicle tracking, mobile message send/receive, plus pre- and post-trip inspection reports – requires tablet replacement
- TripReminder Module – generates robo-calls to passengers with reserved trips both the night before and when bus is getting close, voice or text, speeds up pick ups, reduces late cancels and no-shows
- TripPortal Module – creates an online portal (likely based in RCTA website) for riders to self-book reservations and for delegates to book reservations on behalf of customers, allows 24/7 bookings

RECOMMENDATION:

That the RCTA Board approve Resolution 2022-23-05 authorizing Federal Funding under FTA Section 5310 (49 U.S.C. Section 5310) with the California Department of Transportation in the amount of \$35,145 for additional functional modules for its paratransit scheduling software and authorize the General Manager to execute all grant documents.

ATTACHMENT

Resolution 22-23-05

Authorizing Resolution
RESOLUTION 2022-03-05

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5310 (49 U.S.C. SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9070.1G**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for senior and individuals with disabilities; and

WHEREAS, the Redwood Coast Transit Authority desires to apply for said financial assistance to permit operation of paratransit service in Del Norte County; and

WHEREAS, the Redwood Coast Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

FURTHERMORE, Redwood Coast Transit Authority certifies that their procurements and procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Redwood Coast Transit Authority Board of Directors does hereby Authorize the General Manager to file and execute applications on behalf of the Board with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5310 of the Federal Transit Act (**FTA C 9070.1G**), as amended.

That the General Manager is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the General Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That the General Manager is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project(s).

PASSED AND ADOPTED by the Board of Directors of the Redwood Coast Transit Authority of the County of Del Norte, State of California, at a regular meeting of said Commission or Board Meeting held on the 6th of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

(Please Print)

Name: Ray Altman X

Title: Chair, RCTA

Name: Joseph Rye X

Title: Secretary



Date: January 26, 2022

Quote# 0112622b

This quote is valid for 30 days and is completely confidential

For: Crescent City, CA **2 Licenses**

Software	Quantity	Description
TripMaster Software Base	Lot	Daily Operational Management, Reservation Management, Mapping, Billing and Reporting
TripScheduler Software Module	1	Scheduling Profile Settings, Batch Scheduling, Same Day Scheduling
ParaScope Tablet Application	1	Electronic Manifests, Real-time Vehicle Tracking, Mobile Message Send/Receive, pre- and post-trip inspections
TripReminder Module	1	Agency Specific Name and Number, Night Before and On The Way Call/Text Reminder
TripMaintenance Module	-	Track repair orders, service due dates based on intervals and manage vendors
TripPortal Module	Lot	Portal for riders to book reservations and for delegates to book reservations
TripPass Module	Lot	Digital fare collection interface. 1000 QR cards and an in-office QR code scanner
TripView Module	-	Live streaming in-vehicle video and audio solution with event based notifications.
TripRoute Module	-	Fixed Route, Flex Route, Flag Stop, Time Point management and GTFS Feed support

Monthly Fee	Unit Price	Unit	Quantity	Amount
License Fee	\$25.00	License	2	\$50.00
Vehicle Fee	\$50.00	Vehicle	1	\$50.00
TripScheduler Module Vehicle Fee	\$10.00	Vehicle	1	\$10.00
ParaScope Tablet Application Vehicle Fee	\$15.00	Vehicle	1	\$15.00
TripReminder Fee (1,000 Calls/Texts)	\$50.00	Lot	1	\$50.00
Where's My Bus Vehicle Fee (TripReminder Required)	\$10.00	Vehicle	1	\$10.00
TripMaintenance Module Vehicle Fee	\$7.00	Vehicle	0	\$0.00
TripPortal Module Fee	\$150.00	Lot	1	\$150.00
TripPass Module Fee	\$150.00	Lot	1	\$150.00
TripView Module Vehicle Fee (4-Camera Install)	\$110.00	Vehicle	0	\$0.00
TripRoute Module Management Fee (GTFS Fixed Route)	\$25.00	Route	0	\$0.00
Estimated Time of Arrival (ETA) Vehicle Fee	\$5.00	Vehicle	0	\$0.00
Map Overlay / Shapefile Management Fee	\$50.00	Lot	0	\$0.00

Monthly Fee Total \$485.00

Training and Hardware Fees	Unit Price	Unit	Quantity	Amount
Data Acquisition, Conversion and Installation	\$1,000.00	Lot	1	Included
GTFS Feed Development	\$1,550.00	Lot	0	\$0.00
Online Remote Training	\$150.00	Session	3	\$450.00
Onsite Training (3 day minimum)	\$700.00	Day	0	\$0.00
Travel Expenses (1 trip minimum)	\$3,000.00	Trips	0	\$0.00
TripPass Design, 1000 Passes, In-office Scanner	\$595.00	Lot	1	\$595.00

Training Fee Total \$1,045.00

5 Year Total Cost \$30,145.00



General Notes and Assumptions

1. All pricing and information provided herein is based on information provide,
 - a. All prices are in US dollars.
 - b. Quote is valid for 30 days from the issued date and is completely confidential.
 - c. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.
 - d. The Products provided pursuant to any Purchase Order will be delivered to the Licensee.
 - e. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.

2. The pricing provided assumes that CTS Software will provide:
 - a. All related software
 - b. Hosting services
 - c. Training
 - d. Ongoing Maintenance and Support

3. The pricing provided in this proposal assumes that the Licensee will provide:
 - a. Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
 - b. A high-speed internet connection
 - c. Computer hardware
 - d. Tablet Hardware for *ParaScope* (Tablet, Power Supply, Protective Case and Mount)

**MINUTES
REDWOOD COAST TRANSIT AUTHORITY
BOARD OF DIRECTORS
OCTOBER 24, 2022, AT 5:30 PM**

PRESENT: Ray Altman (Chairman), Darrin Short (Vice-Chairman), Vidette Roberts, Susan Masten

ABSENT: Beau Smith

ALSO PRESENT: Joseph Rye, Fernando Hernandez, Nicole Burshem, Dan Herron (Via Zoom), Tamera Leighton Executive Director Del Norte Local Transportation Commission, Catherine Groves Hanson Bridgett LLP (Via Zoom), John Horner (Via Zoom), Mark Shaffer with Mark Shaffer Consulting (Via Zoom)

1. CALL MEETING TO ORDER. ROLL CALL. PLEDGE OF ALLEGIANCE

Chairman Altman called the meeting to order at 5:31 P.M. Nicole Burshem conducted Roll Call. Chairman Altman led the Pledge of Allegiance.

2. PUBLIC COMMENT

The following person(s) commented on the following: None

3. CONSENT CALENDAR

3A. ADOPT RESOLUTION 2022-23-03 APPROVING A CAL-OES GRANT FROM DEL NORTE COUNTY IN THE AMOUNT OF \$22,000 FOR PURCHASE AND INSTALL OF BACKUP GENERATOR AND AUTHORIZING GM TO EXECUTE THE AGREEMENT.

3B. APPROVE THE MINUTES OF THE SEPTEMBER 26, 2022, RCTA BOARD MEETING.

3C. ADOPT RESOLUTION 2022-23-04 APPROVING THREE BUDGET TRANSFERS TO ENABLE RCTA TO PAY FUTURE CAPITAL PROJECT OUTLAYS DIRECTLY FROM CAPITAL FUNDS 695, 696, AND 697.

On a motion by Director Short, seconded by Director Roberts, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved the Consent Agenda items 3A-3C, as presented.

4. DISCUSSION AND APPROVAL OF AGREEMENT WITH HANSON BRIDGETT LLP FOR RCTA LEGAL COUNSEL SERVICES

Discussion was held regarding an agreement with Hanson Bridgett LLP for RCTA Legal Counsel services. Mr. Rye reported RCTA has never leaned heavily on an attorney, but it is required that we have one for certain legal services. RCTA has been frugal over the years utilizing local legal services as needed over the years, first with Black and Rice LLP and for the last year plus with Del Norte County. The RCTA attorney is critical during major procurements, plus the periodic procurements of the General Manager position.

After receiving direction from the County Attorney that he did not have bandwidth or transit experience to continue to support RCTA (after Ms. Luna left the County), RCTA sought out a proposal from Hanson Bridgett LLP of San Francisco. Mr. Rye reported on staff's recommendation to approve the attached agreement with Hanson Bridgett LLP for legal services. Director Roberts asked if the fee was an annual fee. Mr. Rye responded yes; it is estimated to be \$30,000 per year, and that was based on a paced approach to modernizing RCTA's required and recommended array of policy and procedure documents. Director Masten asked when talking with other counties if they just didn't express any interest? Mr. Rye responded that he reached out to transit partners in nearby counties to see if their attorneys may be interested in adding RCTA to their customer base. No responses were received to date. Director Masten would feel more comfortable with a couple more coming forward and having options and has concerns about the price jump from where RCTA has been to \$30k/year. Chairman Altman asked when the last time RCTA had an attorney conduct a governance and policy review for the agency? Mr. Rye responded never that he knows of. The Board suggested this issue be tabled and staff look into conducting a formal solicitation, such as an RFP to secure a level playing field. Mr. Rye suggested having an RFP on the agenda for the early special meeting to bring back something in December. The item was tabled.

5. REVIEW THE RCTA FISCAL YEAR 2021-22 RCTA ANNUAL REPORT PERFORMANCE DATA

Discussion was held regarding the Fiscal Year 2021-22 RCTA Annual Report Performance Data. Mr. Rye reported RCTA held its revenue services low during almost all of FY 2021-22, at pandemic level, sustaining cuts that were enacted in April 2020, with slight service reinstatement late in the fiscal year. Overall FY 2021-22 revenue hours were up 8.35%, while DAR hours were up 17%. DAR ridership rose by 14%, with RCTA providing 17.2% more DAR hours. Crescent City Local Routes (1-4) gained 6% over prior year ridership, with RCTA providing only 1.34% more revenue hours on the CC Locals. Route 20 and 199 recovered slightly, but struggled compared to local routes, with Regional Routes ridership up 5.62%, even though RCTA provided 14.9% more regional service hours in FY 21-22. Mr. Rye reported transit Agencies in the USA have experienced staggering ridership losses since COVID-19 pandemic. Very few agencies have seen those riders fully return. Director Roberts asked if we have a plan in place to do fare increases?. Mr. Rye responded no we do not, and it might be time, as the last fare increase was in 2017. Director Roberts suggested doing that in two increments rather than all at once. Chairman Altman asked how far out we are with the contactless fare collection (credit card acceptance on-board) electronic system? Mr. Rye responded that we are behind schedule and now looking toward the end of the year for launch. This will start the introductory promotion period of 6 months of \$1 fares (\$2 if you fail to "tap off"). After that introductory period on the regional route, might be a good time to do a general fare increase. The RCTA Board of Directors would like to see some kind of plan for this.

6. AUTHORIZE AWARD FOR PLANNING SERVICES TO MARK SHAFFER CONSULTING FOR THE SOUTH OREGON MEDICAL SHUTTLE PLANNING STUDY

Discussion was held regarding a proposal received in response to RCTA's RFP from Mark Shaffer Consulting for the South Oregon Medical Shuttle Planning Study. Mr. Rye reported during the 2022 iteration of the Del Norte Local Transportation Commission Unmet Transit Needs (UTN) process the need to provide additional transportation to either Southern Oregon or Humboldt County to better meet the needs of travelers who have medical appointments in Southern Oregon or Humboldt was expressed. The Del Norte Healthcare District pledged \$20,000 to help fund a planning study and to launch a service in 2023 if market is identified. RCTA is going to match their pledge to have a total budget of \$40,000 for the planning and launch of service. RCTA has expanded the initial scope to include shopping trips, to meet further needs and help with ridership. The Mark Shaffer proposal is a strong one, Mr. Shaffer has decades of experience running a successful CTSA in San Luis Obispo County (Ride On) and has planned and implemented several similar non-traditional transit services. Mr. Rye recommended that the Board approve an agreement with Mark Shaffer Consulting in a not to exceed amount of \$25,150 and authorize General Manager to execute the agreement. To be clear on the project goals, RCTA is doing this comprehensive evaluation of the existing conditions to ensure that any service concept that emerges from this study does not compete with existing medical transportation entities, but rather fills gaps in the transportation spectrum. If no viable markets are found that need this service, there will be no implementation phase. The study is heavy on interviews and public outreach to the medical community to learn what is currently happening to see if significant transport gaps exist. The phase 1, data gathering and exploration phase will be completed by and presented to the RCTA Board at their April strategic planning workshop. If a need is found that can be realistically met, RCTA could have a service plan around May 2023 that could be implemented as soon as the summer of 2023. Director Masten asked what the remaining funds from \$40k will be used for. Mr. Rye responded remaining balance will be used for launch of project or returned.

On a motion by Director Short, seconded by Director Roberts, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved an agreement with Mark Shaffer consulting not to exceed amount of \$25,150 and authorize General Manager to execute the agreement.

7. DISCUSSION OF RCTA'S PTMISEA EXPENDITURE PLAN – FUNDING MUST BE ENCUMBERED BY JUNE 30, 2023

Discussion was held regarding RCTA's PTMISEA Expenditure plan. Mr. Rye reported presentation was done last month. Old funding source from 2006 Prop 1B bond package. RCTA received the PTMISEA funding in annual allocations from 2007-2016. RCTA banked the funds in the early years, and recently has been using the funds as local match for bus replacement projects, and to repair and upgrade its Williams Drive Maintenance and Operations Facility. The current balance of \$500k or so will be used for mostly for bus replacement projects, with a few exceptions for facility projects. All

funds must be expended or at least encumbered by June 30th. The biggest risk staff sees is that Caltrans has awarded RCTA several bus replacement grants, but has yet to produce standard agreements. These Caltrans Standard Agreements enable RCTA to encumber and spend the funds. Staff will keep the Board updated on this item in the coming months, to ensure no funds are lost to the agency.

8. MANAGEMENT REPORT – FIRST TRANSIT PROJECT MANAGER

Fernando Hernandez reported the driver staffing is going great. He has a long list of applicants, much different than where RCTA was even a few months ago. First Transit Crescent City receives at least 3-4 applications per week and is currently fully staffed. RCTA ridership has picked up over the summer and fall. Even Saturday ridership has risen, up to about 144 riders last Saturday. Our school tripper, Route 300 is starting to pick up, after a slow start. Route 300 transported 16 riders each afternoon this week.

9. RCTA GENERAL MANAGER’S REPORT

Mr. Rye reported that the contactless fares project and all its components continues to slowing move forward, including wifi and other electronics on the buses. The latest challenge involves RCTA’s lack of an agency bank account for fare reconciliation. This problem almost derailed our smart phone ticket sales effort three years ago, the partnership with token transit. That issue was solved by First Transit agreeing to open up its existing bank account (where all other RCTA fares and pass sales are deposited and accounted for) to Token Transit. However, this time that won’t work, because First Transit is a private corporation and the RCTA project relies upon government card processing rates. Mr. Rye reported that he has a meeting with the County Treasurer on Wednesday and is hopeful she can assist and get this account setup.

The Front Street Transit Hub project has started, with utility markings and topographic surveying scheduled for RCTA’s preferred site on Front between H and I Streets. Discussions with the City are happening regarding an MOU or other agreement that will govern the use of the property. Mr. Rye has a meeting with the city tomorrow to talk about the MOU and timelines and processes. The project is gaining support, as evidenced when RCTA was approached by the Redwood State and National Parks Conservancy about including the Transit Hub in a grant to speed up construction.

10. ANNOUNCEMENTS

The following Directors reported: None

11. ADJOURN

Redwood Coast Transit Board of Directors adjourned the meeting at 6:37 p.m. The next meeting will be on Tuesday December 6, 2022, at 5:30 P.M.

Joseph Rye, General Manager
Redwood Coast Transit Authority

December 6, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Purchase Order to Solomon Electric for Lighting Upgrades at RCTA's Williams Drive Maintenance and Operations Facility



RECOMMENDATION:

Approve purchase order to Solomon Electric for lighting upgrade project at RCTA's Williams Drive Maintenance and Operations Facility.

BACKGROUND:

RCTA's Williams Drive Maintenance and Operations Facility is nearly 20 years old and many of its original systems are failing and/or no longer meet building codes nor the needs of the staffing for a safe and inviting workplace. One of the areas of deficiency is the lighting throughout the building, in particular in the service and maintenance bays.

RCTA has residual PTMISEA funding that is programmed to facility upgrades and must be expended or encumbered by June 30, 2023 per Caltrans direction. RCTA has a PTMISEA expenditure plan strategy (see later in this agenda) and this lighting upgrade is one of two remaining projects that are integral to fully utilizing the "facility" portion of the remaining RCTDA PTMISEA funds before the June 2023 deadline.

DISCUSSION:

RCTA staff has worked with First Transit's Crescent City staff to identify issues that can be addressed in and around the facility in recent years. Several projects have already been delivered, including the upgrade of the maintenance bay doors, replacement of failing structural beams, fencing, gates, operations room upgrades including card access readers, CCTV, and radio antennae. While deficiencies will certainly remain past the final PTMISEA expenditures, RCTA was worked with its local contract staff to identify this lighting project as a top priority for the last of the PTMISEA funding. Existing fluorescent light fixtures in the service bay, maintenance bays, parts room, and offices will be replaced and upgraded to code and LED technology, saving energy and increasing lighting coverage, helping with safety and efficiency.

RECOMMENDATION

It is recommended that the Board approve a purchase order to Solomon Electric in the amount of \$28,235.62 to upgrade lighting throughout the Williams Drive facility.

Attachment: Solomon Quote for LED Lighting Upgrades at RCTA Williams Drive Facility



Proposal

Solomon Electric & Data Inc.
 CA Lic. #935229 C-10
 PO Box 2027
 Crescent City, CA 95531
 Mobile Phone: (559) 892-8819
 rp.lusich@me.com

Proposal Number: E221019935
Proposal Date: Oct 19, 2022
Payment Terms: Payment 30 days
 after invoice date
Proposal Amount: 28,235.62
Created By: Paul Lusich

Billing Address

Redwood Coast Transit
 140 Williams Drive
 Crescent City, CA 95531
 nicholas.west@firstgroup.com

Job Name

Interior Lighting
 140 Williams Drive
 Crescent City, CA 95531
 nicholas.west@firstgroup.com

Item Name	Quantity	Unit Price	Total
<p>Lighting Bus Bays Remove existing fluorescent light fixtures in Bus Bay Garages and replace with new LED high-bay and low-bay lights for a minimum calculated lighting level of 50fc. Fixtures are damp location rated for high humidity environment. Includes the installation of lateral bracing as required to eliminate fixture sway. Includes certified HAZMAT disposal of fluorescent tubes. Includes disposal of old fixtures. Includes assistance with any applicable utility rebates for lighting efficiency upgrades. Includes permits and inspections as required.</p> <p>Payment Terms: \$840.00 Due upon Acceptance \$4000.00 Due upon Mobilization/Materials Ordered \$3625.00 Due upon Completion</p>	1.00	8,465.00	8,465.00
<p>Lighting Service Bay Remove existing fluorescent light fixtures in Service Bay and replace with new LED light fixtures. Fixtures on north wall above parts storage will be raised to +10' AFF. Includes the installation of lateral bracing as required to eliminate fixture sway. Includes certified HAZMAT disposal of fluorescent tubes. Includes disposal of old fixtures. Includes assistance with any applicable utility rebates for lighting efficiency upgrades. Includes permits and inspections as required.</p> <p>Payment Terms: \$590.00 Due upon Acceptance \$2000.00 Due upon Mobilization/Materials Ordered \$3335.00 Due upon Completion</p>	1.00	5,925.00	5,925.00
<p>Lighting Maintenance Office/Part Storage Remove existing fluorescent light fixtures in Maintenance Office/Part Storage and replace with new LED light fixtures. Includes certified HAZMAT disposal of fluorescent tubes. Includes disposal of old fixtures. Includes assistance with any applicable utility rebates for lighting efficiency upgrades. Includes permits and inspections as required.</p> <p>Payment Terms: \$350.00 Due upon Acceptance</p>	1.00	3,510.00	3,510.00

<p>\$1300.00 Due upon Mobilization/Materials Ordered \$1860.00 Due upon Completion</p>			
<p>Lighting Offices/Restrooms Remove existing fluorescent light fixtures in Offices and Restrooms and replace with new LED light fixtures. Includes certified HAZMAT disposal of fluorescent tubes. Includes disposal of old fixtures. Includes assistance with any applicable utility rebates for lighting efficiency upgrades. Includes permits and inspections as required.</p> <p>Payment Terms: \$590.00 Due upon Acceptance \$2000.00 Due upon Mobilization/Materials Ordered \$3320.00 Due upon Completion</p>	1.00	5,910.00	5,910.00
<p>Lighting Install new LED high-bay and low-bay lights under canopy on west side of building for a minimum calculated lighting level of 50fc. Fixtures are damp location rated for high humidity environment. Includes the installation of lateral bracing as required to eliminate fixture sway. Includes circuit extension as required. Fixtures will be photo cell controlled. Includes assistance with any applicable utility rebates for lighting efficiency upgrades. Includes permits and inspections as required.</p> <p>Payment Terms: \$670.00 Due upon Acceptance \$2700.00 Due upon Mobilization/Materials Ordered \$3345.00 Due upon Completion</p>	1.00	6,715.00	6,715.00
<p>Discount 7.5% (Seven and one-half percent) Discount if the four above line items are executed simultaneously.</p>	1.00	-2,289.38	-2,289.38

Comments:

Payments are as follows:

As described for each line item.

Subtotal: \$ 28,235.62
Proposal Amount \$ 28,235.62


 Company Signature Oct 22, 2022

Terms & Conditions:

TO OWNER OR OWNERS REPRESENTATIVE: Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be made referred to the registrar of the board whose address is: 1020 "N" Street, Sacramento, CA 95814. All materials are guaranteed to be as specified. All work will be/has been completed in a workmanlike manner according to standard practice and shall meet the requirements of the current edition of the NEC and/or UMC as adopted by the local governing jurisdiction. Our workers are fully covered by Workman's Compensation insurance. This is a "lump-sum" construction contract, and all state and/or local sales tax on materials will be/were paid to suppliers/vendors at the time of purchase and are included in this proposal/invoice, unless as otherwise noted above. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Any deviation from the scope of work and/or specifications described above must be approved by the Owner and will constitute a "Change Order," which may result in a decreased or increased project cost. This adjustment will be made during final billing. Approval of an "Estimate" or "Proposal" online via weblink constitutes acceptance and approval of said "Estimate" or "Proposal" with the same force and intent of a personal signature. Acceptance of this Proposal/Invoice also grants license/permission to Solomon Electric and Data, Inc. to take and publish photos of any and all work in company literature, whether in print or digitally, including social media accounts managed by Solomon Electric and Data, Inc. personnel. The granting of this license/permission supersedes any and all confidentiality and/or non-disclosure agreements. This Proposal/Invoice and any and all designs and specifications accompanying it or contained therein are the sole and complete intellectual and real property of Solomon Electric and Data, Inc, with all rights reserved, and is intended for the above recipient only. Any distribution, in printed, verbal, or electronic form, of this document and/or documents accompanying this Proposal/Invoice without the express permission of the owner(s) of Solomon Electric and Data, Inc is prohibited.

Solomon Electric & Data, Inc. has taken enhanced health and safety measure for the safety of our staff, their families, and our customers and clients, in compliance with federal, state, and local health guidelines. However, an inherent risk of exposure to COVID-19, and other communicable diseases, exists in any public place where people are present. COVID-19, in particular, is an extremely contagious disease and can lead to severe illness and death. By engaging the services, soliciting a proposal or quotation, approving a proposal or quotation, and/or authorizing any work by or from Solomon Electric & Data, Inc., the customer and/or client voluntarily assumes all risks related to exposure to COVID-19, and other communicable diseases, and releases any claim or liability and holds Solomon Electric & Data, Inc. without indemnification regarding the exposure to and/or possible spread of COVID-19 and/or other communicable diseases.

December 6, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Purchase Order to Cummins Arcata for Purchase of Integrated Emergency Generator for RCTA's Williams Drive Maintenance and Operations Facility



RECOMMENDATION:

Approve purchase order to Cummins Arcata in amount of \$26,276 for purchase of integrated emergency generator for RCTA's Williams Drive Maintenance and Operations Facility.

BACKGROUND:

RCTA is an integral element of the County's emergency response toolkit, and is responsible for assisting with support duties such as evacuations in an emergency. RCTA participates in the emergency preparation planning process by attending meetings and participating in exercises.

During a recent emergency response planning meeting, RCTA was offered a grant to purchase an integrated power generator to ensure that RCTA can function close to normal during power outages. However, due to the constraints of the grant, RCTA could only accept the funds if it can purchase the equipment (expending the County share of the grant funds) by the end of 2022. RCTA accepted the grant at the October 24th Board Meeting, and staff initiated this order immediately thereafter.

While the County OES grant covers the equipment purchase (this purchase order), the installation costs portion of this project is considered RCTA's local match, and will be paid for out of RCTA's last residual PTMISEA facility funding. This installation work is substantial and will likely expend the last of the facility PTMISEA and will need to be delivered in the first half of 2023, before the June 2023 spending deadline.

DISCUSSION:

RCTA staff has worked with First Transit's Crescent City staff to identify priority issues that can be addressed in and around the facility in recent years. Reducing RCTA's vulnerability to power outages is at the top of the list of projects. RCTA purchased a small portable generator in 2017 that has allowed RCTA to function minimally during power outages, but there is not enough power to run "business as usual". This Cummins RS60 Quiet Connect Generator will (via a switch gear unit) automatically turn on during a power outage and provide enough power for RCTA to conduct all its daily business, plus enough for some (to all) of RCTA's future battery electric bus charging.

RECOMMENDATION

It is recommended that the Board approve a purchase order to Cummins Arcata in the amount of \$26,276 to purchase a Cummins RS60 Quiet Connect Generator for the Williams Drive facility.

Attachment: Cummins Arcata Quote for Integrated Generator Equipment for Williams Drive Facility
RCTA Purchase Order 2022-23-15 to Cummins Arcata for Generator



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit To:
 Cummins Sales and Service
 PO Box 772639 , Detroit, MI 48277-2639

CSSNA WESTERN US
 1939 DEERE AVE
 IRVINE, CA 92606

QUOTE

EXPIRATION DATE 17-NOV-2022

INVOICE NO
TO PAY ONLINE LOGON TO customerpayment.cummins.com

SOLD TO

FIRST TRANSIT - 55818
 ** DO NOT MAIL **

SHIP TO

FIRST TRANSIT
 140 WILLIAMS DR
 CRESCENT CITY, CA 95531-8142

CONTACT NICK WEST

PAGE 1 OF 1
 *** ON ACCOUNT CHARGE ***

OI

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-OCT-2022	GET PO				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
274693	BEST WAY				
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OEQT-100-48	OC008/OC008				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1			A054F666	C60 N6-A054F666	ONAN	18,713.00	18,713.00
1			A066Y118	OTEC600 (NSE)-1PH-600A-24	ONAN	5,283.00	5,283.00

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

TRACKING#

FREIGHT: 300.00
SUB TOTAL: 24,296.00
LOCAL TAXES: 539.91
STATE SALES TAX: 1,439.76

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

TOTAL AMOUNT: US \$ 26,275.67

RECEIVED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the Customer (or customer(s) identified on the Quote and/or Invoice and Cummins Inc. ("Cummins")) and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable. **CUSTOMER OBLIGATIONS** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Customer receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



PURCHASE ORDER

c/o TMTP Consulting LLC
 900 Northcrest Drive, #134
 Crescent City, CA 95531
 707-235-3078
tmtconsulting@gmail.com

P.O. NO. 2022-23-15
 DATE November 9, 2022
 CUSTOMER ID tax ID 83-0497811

VENDOR

First Transit Inc.
 22192 Network Place
 Chicago, IL 60673-1221
 530-895-1109

SHIP TO

Redwood Coast Transit
 140 Williams Drive
 Crescent City, CA 95531
 707-464-6400

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
	net 30	11/2/22

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1.00	A054F666	integrated emergency generator		\$ 18,713.00	18,713.00
1.00	A066Y118	generator switch gear		\$ 5,283.00	5,283.00
		bill to: 697-40610-200 PTMISEA & OES Grant			
		pass through purchase			
		from Cummins Arcata			
		Shipping			\$ 300.00

SUBTOTAL \$ 23,996.00

SALES TAX 1,979.67

TOTAL (including shipping) \$ 26,275.67

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Joseph Rye - TMTP RCTA
 900 Northcrest Drive, #134
 Crescent City, CA 95531
 707-235-3078

9-Nov-22

Authorized by

Date

December 6, 2022



MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Adopt Resolution 2022-23-06 Approving an Expenditure of Up to \$75,000 to Creative Bus Sales for the Purchase of One Replacement Minivan for Redwood Coast Transit and Authorizing the General Manager to Issue a Purchase Order

RECOMMENDATION:

That the Board approve Resolution 2022-23-06 approving an expenditure of up to \$75,000 to Creative Bus Sales for purchase of (1) one replacement minivan for Redwood Coast Transit and authorizing the General Manager to issue a Purchase Order.

BACKGROUND:

The funds for the purchase of this gasoline powered minivan were awarded to RCTA in its first successful 5310 grant application back in 2020. RCTA delayed ordering the minivan in hopes of identifying an electric minivan that would be both available on the CalACT/MBTA Purchasing Cooperative and Altoona Tested (required for any bus purchased with FTA funds). The strategy was to start RCTA's electric vehicle transition with one of these small vehicles. However, in the last 2 years no known electric minivans have achieved both Altoona testing AND been made available on the CalACT/MBTA contracts. Caltrans has demanded that RCTA explain why no van was ordered to date, and when RCTA asked for the funds to be spent on an electric minivan, Caltrans rejected this request and urged RCTA to order a gasoline van ASAP.

Funding for this minivan purchase is split as follows:

Source	Amount
FTA 5310 (64AC19-01220)	\$ 56,000
<u>RCTA PTMISEA local match*</u>	<u>\$ 19,000</u>
Total Purchase Price*	\$ 75,000 (*max amount, should be less)

Fortunately, unlike most transit vehicles, especially RCTA's preferred Ford cutaways, Creative Bus Sales secured a large quantity of these Chrysler Voyager-based Braun Ability vans and can fulfill this order very quickly. RCTA expects delivery of this minivan within three months.

RECOMMENDATION

Staff recommends the Board approve the purchase order to Creative Bus Sales in a not-to-exceed amount of \$75,000 and direct the General Manager to issue the purchase order.

Attachments

1. Quote from Creative Bus Sales – December 1, 2022
2. RCTA Purchase Order 2022-23-19 to Creative Bus Sales

RESOLUTION NO. 2022-23-06

RESOLUTION APPROVING A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$75,000 TO CREATIVE BUS SALES FOR PURCHASE OF ONE REPLACEMENT MINIVAN FOR REDWOOD COAST TRANSIT AUTHORITY FROM THE CALACT/MBTA PURCHASING COOPERATIVE COMPETITIVE BID AND AUTHORIZING THE GENERAL MANAGER TO ISSUE THE PURCHASE ORDER AND EXECUTE ALL PURCHASE DOCUMENTS

WHEREAS, Redwood Coast Transit has a need to maintain a safe and reliable fleet which requires regular replacement of revenue vehicles as they age to ensure cost efficient and reliable transit service; and

WHEREAS, Redwood Coast Transit has programmed PTMISEA funding to purchase replacement buses in the Fiscal Year 2022-23 RCTA Budget; and

WHEREAS, Redwood Coast Transit Authority is eligible to utilize the California Association for Coordinated Transportation (CalACT) Morongo Basin Transit Authority (MBTA) Purchasing Cooperative for streamlined procurement and advantageous pricing as a privilege of CalACT membership; and

WHEREAS, Redwood Coast Transit Authority has selected (1) Type D Braun Ability (Chrysler) Minivan, for purchase with this particular bus order, and worked with the vendor (Creative Bus Sales) to select the desired vehicle options that best suit RCTA's service needs; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Redwood Coast Transit Authority does hereby approve the issuance of a Purchase Order in a not-to-exceed amount of \$75,000 to Creative Bus Sales for the production and delivery of one replacement minivan for Redwood Coast Transit per the price and product quotation attached to this staff report and resolution, and authorizes the General Manager to execute the Purchase Order and other project purchase documents.

PASSED AND ADOPTED by the Redwood Coast Transit Authority of the County of Del Norte, State of California, at a regular meeting of said Board held on December 6, 2022 by the following vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

Ray Altman, Chair

Joseph Rye, General Manager



PURCHASE ORDER

c/o TMTP Consulting LLC
 900 Northcrest Drive, #134
 Crescent City, CA 95531
 707-235-3078
tmtconsulting@gmail.com

P.O. NO. 2022-23-19
DATE December 3, 2022
CUSTOMER ID tax ID 83-0497811

VENDOR Jay Holzauer
 Creative Bus Sales, Inc.
 14741 Ramona Ave.
 Chino, CA 91710
 855-887-1611

SHIP TO
 Redwood Coast Transit
 140 Williams Drive
 Crescent City, CA 95531
 707-464-6400

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
deliver to bus yard	net 30	TBD

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1.00	Type D	Braun Ability Chrysler Minivan		\$ 65,708.00	\$ 65,708.00
				-	
1.00		ADA Non-taxable		\$25,619.00	\$ 25,619.00
1.00		Sales Tax @ 8.25%		3,314.36	\$ 3,314.36
1.00		DMV Docs and CaACT Fees		1,359.37	\$ 1,359.37
1.00		delivery		1,320.00	1,320.00

SUBTOTAL	\$ 68,387.37
SALES TAX	3,314.36
TOTAL (including shipping)	\$ 71,701.73

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
 Joseph Rye
 900 Northcrest Drive, #134
 Crescent City, CA 95531
 707-235-3078

3-Dec-22

Authorized by _____ Date



Creative Bus Sales

14740 Ramona Avenue
Chino, CA 91710
888.633.8380



Creative Bus Sales

7471 Reese Road
Sacramento, CA 95828
888.633.8380

CalACT MBTA RFP #20-01 - Class D - Quote Sheet (Rev 2022)				
Vehicle Type:	Class D - Braun (WAV Side Entry)	Type of Ramp:	<input checked="" type="checkbox"/> Braun	
Contact:	Joe Rye	Ramp Location:	<input checked="" type="checkbox"/> Front	
Agency:	Redwood Coast Transit	Seat Material Level:	Level 4- Docket 90	
Address:	140 Williams Drive	Seat Color:	Grey	
City, State, Zip:	Crescent City, CA 95531	Flooring and Color:	Grey	
Phone:	707-235-3078	Salesperson:	Jay Holzhter	
E-Mail:		Salesperson Cell:	(650) 222-2621	
Delivery:	tmpconsulting@gmail.com	Salesperson E-Mail:	jayh@creativebussales.com	
Quantity:	Description	Price	Ext. Price	ADA
1	Braun - WAV Side Entry - Class D	\$65,623.00	\$65,623.00	\$25,619.00
Published Options				
1	4 - Freedman SneezeGuard (Per Seat)	\$85.00	\$85.00	
1	16 - Delivery Zone 5		\$0.00	
Non-Published Options				
.				
		Class D - Base Price	\$65,623.00	
		Published Options	\$85.00	
		Non-Published Options	\$0.00	
		Total	\$65,708.00	\$25,619.00
		Doc Prep Fee	\$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$25,619.00	
		Taxable Amount	\$40,174.00	
Crescent City* ▼		Tax Total	\$3,314.36	8.250%
		Sub-Total	\$69,107.36	

CalACT Fee	\$985.62	
DMV E-File Fee:	\$30.00	
DMV Fee	\$250.00	<i>(Estimated)</i>
Tire Fee	\$8.75	
Local Delivery	\$1,320.00	0
Total	\$71,701.73	<i>Insert Miles</i>
Final Total	\$71,701.73	

Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018

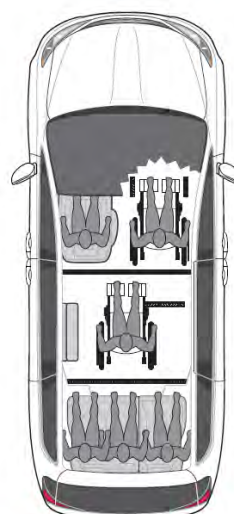
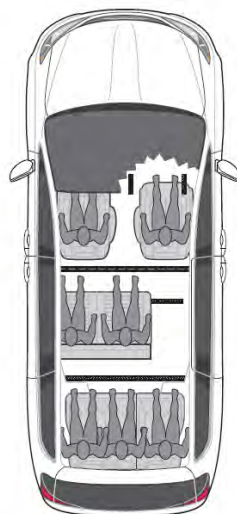


2022 BraunAbility Chrysler Voyager – Side Entry



Seating Positions

Possible Wheelchair Seating Positions





Specifications

Chassis	<ul style="list-style-type: none">• Chrysler Voyager• Engine: 3.6L V-6• GVW: 6,055lbs• Fuel Type: Gas• Fuel Tank: 19 gallons OEM
General Specifications	<ul style="list-style-type: none">• Door Opening Usable Width (Slide Door): 31"• Door Opening Usable Height (Slide Door): 56"• Interior Height at Center of Van: 60"• Interior Height at Driver and Passenger Position: 60"• Ramp Length: 52"• Ramp Width (Usable clear opening): 30"• Ramp Angle (Unloaded): 13.75°• Ramp weight capacity: 1,000 lbs• Interior Floor Length (Behind Front Seats): 71"• Overall Interior Floor Length (Flat Area): 98.5"• Interior Width at Passenger Doors (Doors Closed): 64"• Interior Width - Ramp (Deployed) to Optional 2-Passenger Seat (Stowed): 49"• Ground clearance (loaded) @ = GVWR lbs** : 5"• Overall Vehicle Height (Unloaded): 81"
Exterior	<ul style="list-style-type: none">• Exterior Color: White• OEM Inflatable Spare Tire• Stylized lower body panels with Integrated steps• Power passenger side sliding door• Power liftgate
Interior	<ul style="list-style-type: none">• 60" floor-to-ceiling at center of van• Front passenger floor tracks for wheelchair securement• Flooring: Vinyl flooring with 3/8" marine grade• Lowered floor from toepan to rear axle• Automatic fold up/down sideplates
Lighting	<ul style="list-style-type: none">• ADA-compliant ramp and door entrance lighting
Electrical	<ul style="list-style-type: none">• Auxillary wiring harness include fused circuits
Wheelchair Accessibility	<ul style="list-style-type: none">• Manual swing ramp• ADA-compliant park interlock• ADA-compliant ramp and door entrance lighting
Accessories	<ul style="list-style-type: none">• Priority seat decal• Wheelchair securement location decals
Passenger Seating Options	<ul style="list-style-type: none">• 5 Passenger, 1 Wheelchair or 6 ambulatory passengers• 3 Passenger, 2 Wheelchair
Seating	<ul style="list-style-type: none">• Passenger Seating<ul style="list-style-type: none">– 2 OEM driver and co-pilot seats– 1 Freedman Foldaway Seat– 3-passenger bench seat at rear

SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years
Body Structure	36,000	3
Chassis	36,000	3
Engine	60,000	5
Transmission	60,000	5
Air conditioner	36,000	3
Lift/Ramp	Unlimited	5
EV Battery	N/A	N/A
EV Conversion/Installation	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A

December 6, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Update on Prop 1B Public Transit
Modernization, Improvement, and Service Enhancement Account (PTMISEA)
Expenditure Plan



RECOMMENDATION:

Discussion only.

BACKGROUND:

The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. PTMISEA funds may be used for transit capital projects only. RCTA has residual PTMISEA funding that is programmed to bus replacements and facility projects and both must be expended or encumbered by June 30, 2023.

RCTA has taken the approach over the years to program most PTMISEA funds towards bus replacement projects, while at the same time obtaining other funds for bus replacements whenever possible. This policy has allowed RCTA's PTMISEA account to grow, and prior to 2017 only \$100,000 of RCTA's overall 10-year apportionment of \$1,215,934 in PTMISEA funds had been expended. However, other funding sources have not materialized, and RCTA began to expend its PTMISEA in 2017. RCTA has two PTMISEA "projects" with current balances:

- Bus Replacements (\$428,902 balance)
- RCTA Facility Improvements (\$57,409 balance)

Discussion

Facilities Projects – Current Balance \$57,409

On this December 2022 agenda are two facility project commitments that should expend most or all of the remaining PTMISEA "facility" project balance before June 2023:

- Williams Drive LED Lighting Upgrades (\$28,236 commitment)
- Williams Drive Cummins Generator *Installation* (~\$56,000 commitment)

Any project costs beyond the remaining PTMISEA balances can be covered from RCTA LTF reserve funds OR RCTA can submit a modified expenditure plan to move some money from bus replacements to facilities to fully pay the final invoices out of PTMISEA funds.

Bus Replacement Projects – Current Balance \$428,902

The bus replacement fund has been very slowly drawn down due to several factors:

- RCTA has tried to leverage these funds by using them as the “local match” to federal funding on most bus purchases – and federal bus replacement funding through Caltrans has been very slow to be disbursed in recent years, and inadequate in general
- This would not be a problem if not for the Caltrans PTMISEA program mandate to sunset the program and expend or encumber all funds by June 30, 2023 or lose the money
- The COVID-19 Pandemic has ushered in an era of supply chain disruption never before seen, causing orders of buses to take 2+ years to be delivered, rather than 6 months

Much of the \$428k Bus Replacement balance is “encumbered” already, for the following:

- Local Match – (2) ARBOC Low-Floor buses – PO 2021-22-xx (\$157,402 commitment)
- Local Match – (1) Ford F-550 diesel bus – PO 2021-22-xx (\$63,000 commitment)
- Local Match – (1) Braun Chrysler gas minivan – PO 2022-23-19 (\$19,000 commitment)
- Contactless Fares Project – SC Soft On-Board Validator Equipment (\$34,705 commit)
- Engine Replacement (2) 2013 Freightliner Diesels – In Prog Dec 2022 (\$82,000 commit)

So of the current bus replacement fund balance of \$428,902, *only \$72,795 is unencumbered.*

RCTA has continued to apply for bus replacement grants and has received one grant, and verbal indications that a second or third grant may be soon executed:

- Local Match – 5339 Freightliner Rehab – request to buy new – (\$70,000 commit)
- Local Match – (1) Ford F-550 diesel bus – Grant 64GC20-01516 (\$29,280 commit)

RCTA is working with Caltrans to convert the funds for the rehab of the Freightliners to purchase of one or two replacement buses. That will re-commit \$70k (nearly all) of the PTMISEA, with the remainder committed to the order of the Ford F-550 contained in grant 01516. RCTA should have the PTMISEA funds fully encumbered before June 2023, although with the state of the bus manufacturing industry, actual expenditures may linger into 2024 or beyond, due to supply chain problems. RCTA will be in compliance with PTMISEA regulations.

Looking forward beyond the grant above, RCTA will be forced to find other methods of paying for its capital projects. In the short run, RCTA will be holding a significant amount of LTF reserves because of one-time federal pandemic relief funding. RCTA will receive \$2M in one-time pandemic relief funds to expend on operating (allowing RCTA to use regular operating money to deliver capital projects) cost over the next five or six years, about \$400k/year. Once those one-time funds are expended, RCTA may be in a difficult spot. RCTA will be banking its STA State of Good Repair funds plus LTF for bus replacement projects, but that fund amount is woefully inadequate. RCTA’s fleet is 13-14 vehicles, each lasting approximately 6 years of service life. This then requires that on average, RCTA replace 2 of its buses each year.

December 6, 2022

MEMO TO: RCTA Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Front Street Transit Center Hub Development Strategy



RECOMMENDATION:

Discussion only.

BACKGROUND:

RCTA has been developing a project to house a staffed presence at RCTA's main transit center, currently Front Street near the Cultural Center. The project evolved out of negative feedback received during the market research outreach leading up to the 2018-19 Short Range Transit Plan. RCTA scored poorly in security and specifically the Cultural Center hub was cited for its lack of security. The project has evaluated a spectrum of investments, from very modest improvements to the current location, to finding another similar stretch of curb space in the public right-of-way, to an off-street location that could host a permanent transit center building. The preferred vision has evolved to include an off-street location where RCTA can build a customer service center, restrooms for employees and the public, off-street bays for buses, seating for boarding and alighting passengers, real-time bus info, concessions, etc.

RCTA engaged Green Dot Transportation to evaluate locations in the Front Street/Downtown area that could be developed into an off-street transit center. Having a location where dispatch staff (currently housed at the Williams Drive Maintenance & Operations Facility) can be based so that they can provide a human presence to improve security while providing information and ticket sales is a top priority for RCTA. RCTA wishes to keep its "timed-pulse" local routes operation in close proximity to the Downtown and find a location with additional space for RCTA and other regional buses and Dial-A-Ride.

DISCUSSION:

Project Location

In April 2022, the RCTA Board selected the City-owned parking lot on Front between H and I streets as its preferred site after considering 6+ locations near Front Street/Downtown. The City has expressed interest in supporting RCTA in the developing of this important civic project and may be willing to lease the property to RCTA at little or no cost. City has asked that a second City-owned parking lot be considered before RCTA invests further in the project design. The second location is the City-owned lot at Front and K, in the northern portion of the library parking lot, less than a block from the current RCTA bus stop at the Cultural Center.

Either of the final two locations under consideration at the Special RCTA and City Council Meeting on December 6th 2022 could work nicely to host this transit hub facility. While there are pros and cons to both sites, RCTA is excited to pursue whichever site is chosen for the future transit center hub.

Project Funding Plan

As a general description of the project's funding plan, RCTA will seek grants to fund the design and construction of the facility while having a fallback ability to build in phases (pay as you go). Due to robust funding received by RCTA for pandemic relief, RCTA is in a position to build at least Phase I of the project in 2023 or 2024 even if no significant new grant funding is secured for the project.

The project promises to compete well for grant funding, and two grant efforts are already in progress: a joint application with City and RCTA for Clean California Grant Funds, and a regional application with North State Super Region partner transit agencies for TIRCP grant funding.

RCTA will work with the DNLTC and its regional partners to seek grant funding until enough funds are available to design and construct the ultimate project - a brick and mortar structure which will include a staffed ticket office (coffee kiosk sized building), employee restrooms/break room, and public restrooms that would be maintained by the City. Other amenities could include green space, last mile transport rentals (bikes, scooters, e-bike charging, etc) real-time bus arrival info, and perhaps additional alternative fuel charging infrastructure.

Next Steps

While submitting for various grants, RCTA will begin the project as a phased project, starting with building the island and bus bays using existing funding, moving existing shelters to the island to enable the site to begin functioning as a transit hub as soon as 2023, while including infrastructure in the island for the future elements. Its possible that a temp or mobile kiosk may be deployed on the site to provide a staffed presence during operating hours until a permanent structure can be funded and built.

RCTA has engaged Green Dot and Adkins Engineering to develop the design and permitting needed to build (at least) Phase 1 as soon as 2023. Design work was paused in November to allow for the Special Meeting to make a decision on which City-owned site RCTA will proceed to develop.

A first step next will be to finalize the MOU (or similar agreement) between the City and RCTA for the chosen site. City has offered to draft the MOU, which will need to be approved by both policy boards so that Phase 1 design work can move forward. This MOU will give both parties the certainty about roles and responsibilities of the development so that RCTA can feel secure investing design funds into the site. Design on the chosen site will re-start after the MOU is approved, allowing RCTA to obtain the required planning entitlements and complete construction plans by sometime in 2023.

Recommendation

Discussion only.