

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, July 16, 2015
3:00 P.M.

LOCATION: **Board of Supervisors Chambers**
481 Fourth Street, Hollister, CA 95023

DIRECTORS: Chair Jerry Muenzer, Vice Chair Tony Boch,
Anthony Botelho, Victor Gomez, and Ignacio Velazquez
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Mickie Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda.
No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated June 18, 2015 – Gomez
2. **RECEIVE** County Express/MV Transportation Operations Report for May 2015 and Specialized Transportation/Jovenes de Antaño Monthly Operations Reports for May and June 2015
3. **APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and Majic Consulting Group in the Amount Not to Exceed \$18,453.65 for the Preparation of the San Benito County Transit Plan – Lezama
4. **APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and TJKM Transportation Consultants for an Amount Not to Exceed \$64,385 for the San Benito County Local Transportation Authority's Bus Stop Improvement Plan (BSIP) – Vienna

REGULAR AGENDA:

5. AUTHORIZE County Express Shuttle Service to the San Benito County Fair – Vienna

Adjourn to LTA Meeting on Thursday, August 20, 2015. Agenda deadline is August 11, 2015 at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on **July 16, 2015** at **3:00 P.M.** was posted at the following locations freely accessible to the public:

The front entrance of the San Benito County Courthouse, Monterey Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the **10th day of July 2015**, on or before **5:00 P.M.**

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY: _____
Monica Gomez
Secretary I
Council of San Benito County Governments

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
June 18, 2015 3:00 P.M.**

DRAFT MINUTES

MEMBERS PRESENT:

Chair Muenzer, Vice-Chair Boch, Director Gomez, Director Velazquez, and Alternate Director De La Cruz

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Interim Executive Director, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama; Transportation Planner, Sean Vienna; Secretary, Monica Gomez

CALL TO ORDER:

Chair Muenzer called the meeting to order at 4:13 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director De La Cruz, and seconded by Director Gomez, the Directors unanimously acknowledged the Certificate of Posting.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated May 21, 2015 – Gomez
- 2. Receive** Operations Performance Report for the 3rd Quarter of Fiscal Year 2014/2015 – Gilbert
- 3. Approve** FY 2015/16 Local Transportation Authority Final Budget – Postigo

Ms. Gilbert noted a correction to Item 3. She stated that the correct action was to **ADOPT** Fiscal Year 2015/2016 Local Transportation Authority Final Budget.

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director De La Cruz and seconded by Director Boch, the Directors unanimously approved Items 1-3 from the Consent Agenda, as amended by staff. Vote: 5/0 motion passes.

Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, the Directors unanimously adjourned the LTA meeting at 4:14 p.m. Vote: 5/0 motion passes.

ADJOURN TO LTA MEETING JULY 16, 2015.

May 2015
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2015	2014
Passengers Per Hour		
Dial a Ride/Paratransit	4.43	4.54
Fixed Route Service	5.60	6.09
Gavilan Service	9.78	8.81
Caltrain Service	6.25	6.66
Greyhound Service	4.47	5.36
Total Passengers	10,149	10,917
Total Revenue Hours	1,818.56	1,923.08
Passengers per Hour	5.58	5.67
Lift Trips	196	166
No Shows	107	98
Cancellations	314	329

WEEKDAYS May 2015

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,071	21	281.79	3,897	\$ 747.68	\$ 567.50	\$ 154.00	20	\$ 11,811.51
Paratransit	2,684	20	570.13	8,989	\$ 2,243.04	\$ 1,702.50	\$ 462.00	20	\$ 23,897.57
Fixed Route	2,613	43	473.98	5,401	\$ 1,494.46	\$ 218.50	\$ -	20	\$ 19,867.35
Gavilan	2,269	11	233.11	5,699	\$ 2,274.61	\$ 973.70	\$ 54.00	20	\$ 9,771.04
Caltrain	968	0	154.64	4,146	\$ 1,390.81	\$ 143.10	\$ -	20	\$ 6,481.89
Total	9,605	95	1,713.65	28,132	\$ 8,150.60	\$ 3,605.30	\$ 670.00	100	\$ 69,270.87

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	59	0	16.32	236	\$ 50.13	\$ 15.40	\$ -	5	\$ 684.07
Greyhound	164	0	32.99	985	\$ 281.10	\$ 1.10	\$ -	5	\$ 1,382.81
Total	223	0	49.31	1,221	\$ 331.23	\$ 16.50	\$ -	10	\$ 2,066.88

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	87	0	20.91	222	\$ 79.39	\$ 31.90	\$ -	5	\$ 876.46
Greyhound	139	0	34.69	950	\$ 235.38	\$ -	\$ -	5	\$ 1,454.07
Total	226	0	55.60	1,172	\$ 314.77	\$ 31.90	\$ -	10	\$ 2,330.53

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,217	21	319.02	4,355	\$ 877.20	\$ 614.80	\$ 154.00	30	\$ 13,372.04
Paratransit	2,684	20	570.13	8,989	\$ 2,243.04	\$ 1,702.50	\$ 462.00	20	\$ 23,897.57
Fixed Route	2,613	43	473.98	5,401	\$ 1,494.46	\$ 218.50	\$ -	20	\$ 19,867.35
Gavilan	2,269	11	233.11	5,699	\$ 2,274.61	\$ 973.70	\$ 54.00	20	\$ 9,771.04
Caltrain	968	0	154.64	4,146	\$ 1,390.81	\$ 143.10	\$ -	20	\$ 6,481.89
Greyhound	303	0	67.68	1,935	\$ 516.48	\$ 1.10	\$ -	10	\$ 2,836.87
Total	10,054	95	1,818.56	30,525	\$ 8,796.60	\$ 3,653.70	\$ 670.00		\$ 76,226.76

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	15,242	303	3,903.20	53,416	\$ 10,912.12	\$ 7,006.66	\$ 2,463.25	330	\$ 159,865.00
Paratransit	31,503	307	6,859.45	105,464	\$ 28,762.73	\$ 20,363.44	\$ 7,392.75	231	\$ 280,921.89
Fixed Route	26,219	398	5,109.67	58,144	\$ 14,745.30	\$ 2,671.70	\$ 209.00	229	\$ 209,419.62
Gavilan	29,698	316	2,554.83	63,137	\$ 31,560.42	\$ 13,062.30	\$ 1,514.00	234	\$ 104,790.86
Caltrain	11,401	0	1,740.87	47,645	\$ 15,182.46	\$ 2,220.00	\$ -	234	\$ 71,310.06
Greyhound	3,177	3	644.04	18,635	\$ 5,133.80	\$ 125.10	\$ -	96	\$ 26,385.21
Total	117,240	1,327	20,812.06	346,441	\$ 106,296.83	\$ 45,449.20	\$ 11,579.00		\$ 852,692.63

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	196	2,282
Turn Downs	0	1
No Shows	107	1,027
Cancellations	314	3,510
Employee Hours	3,579	25,196
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = Gavilan Bikes =50 Caltrain Bikes =38 Fixed Route = 1

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-May	21	56	65	4	8	154
2-May						
3-May						
4-May	18	41	65	5	3	132
5-May	20	40	63	5	3	131
6-May	43	50	62	6	5	166
7-May	28	34	40	4	10	116
8-May	19	38	56	3	3	119
9-May						
10-May						
11-May	18	32	54	3	5	112
12-May	16	39	67	4	5	131
13-May	44	42	67	5	5	163
14-May	15	33	52	5	10	115
15-May	19	45	56	3	8	131
16-May						
17-May						
18-May	19	43	61	4	7	134
19-May	20	39	63	4	7	133
20-May	42	29	63	5	10	149
21-May	14	22	42	5	8	91
22-May	17	35	47	5	11	115
23-May						
24-May						
25-May	0	0	0	0	0	
26-May	18	48	70	5	7	148
27-May	47	52	64	6	4	173
28-May	10	40	44	5	12	111
29-May	17	40	63	4	8	132
30-May						
31-May						
TOTALS	465	798	1164	90	139	2656
DAILY						
AVERAGE	22	38	55	4	7	133



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - May 2015

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	424	289.25	3,702	\$ 323.50	20
Senior Lunch	721	114.50	1,287	\$ -	20
Medical/Shopping Assistance	72	68.50	1,134	\$ 90.00	13
Total	1,217	472.25	6,123	\$ 413.50	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	424	289.25	3,702	\$ 323.50	20
Senior Lunch	721	114.50	1,287	\$ -	20
Medical/Shopping Assistance	72	68.50	1,134	\$ 90.00	13
Total	1,217	472.25	6,123	\$ 413.50	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	6,274	3,987.62	54,766	\$ 2,443.25	
Senior Lunch	8,442	1,322.08	14,055	\$ -	
Medical/Shopping Assistance	983	1,143.25	11,648	\$ 1,083.75	
Total	15,699	6,452.95	80,469	\$ 3,527.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	131423
734	
735	84641
736	74012
737	52431
738	34614

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	188	1,714
Unduplicated Passengers	100	1,031
Turn Downs		0
No Shows		2
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - May 2015

OUT OF COUNTY

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	S
05/1-2/15					21	0
05/4-9/15	18	25	17	19	22	0
05/11-16/15	18	31	16	24	17	0
05/18-23/15	18	27	19	23	22	0
05/25-30/15	0	26	17	24	20	0
Total	54	109	69	90	102	0

DONATIONS						
M	T	W	TH	F	S	Total
						0
				190		190
						0
				134		133.5
						0
						0
	0	0	0	0	324	323.5

REVENUE HOURS						
M	T	W	TH	F	S	Total
				13.8		13.75
	14	19.8	13	8.5	19	74.25
	14	14.3	11.5	13.3	13.8	66.75
	12.5	16.8	14.5	12.8	17	73.5
	0	18.3	13.5	15	14.3	61
	40.5	69	52.5	49.5	77.8	289.25

REVENUE MILES						
M	T	W	TH	F	S	Total
				197	0	197
	137	147	201	60	249	794
	140	266	103	98	203	810
	156	239	188	157	232	972
	0	336	214	196	183	929
	433	988	706	511	1064	3702

SENIOR LUNCH

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	Total
05/1-2/15					38	38
05/4-9/15	39	32	45	45	35	196
05/11-16/15	38	37	34	38	33	180
05/18-23/15	31	41	33	32	35	172
05/25-30/15	0	30	30	38	37	135
Total	108	140	142	153	178	721

DONATIONS						
M	T	W	TH	F	S	Total
						0
						0
						0
						0
						0
	0	0	0	0	0	0

REVENUE HOURS						
M	T	W	TH	F	S	Total
				5.5		5.5
	6	5.5	6	6.5	6	30
	5.5	5.5	5.5	6	5.5	28
	5.5	5.5	6	5.5	5.5	28
	0	6	5.5	5.5	6	23
	17	22.5	23	23.5	28.5	114.5

REVENUE MILES						
M	T	W	TH	F	S	Total
				63		63
	65	56	70	64	59	314
	66	65	59	72	78	340
	62	59	61	53	56	291
	0	66	60	72	81	279
	193	246	250	261	337	1287

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	Total
05/1-2/15					0	0
05/4-9/15	0	6	0	0	0	6
05/11-16/15	0	4	4	6	2	16
05/18-23/15	6	7	4	8	5	30
05/25-30/15	0	4	6	6	4	20
Total	6	21	14	20	11	72

FARES						
M	T	W	TH	F	S	Total
				0		0
	0	7.5	0	0	0	7.5
	0	5	5	7.5	2.5	20
	7.5	8.75	5	10	6.25	37.5
	0	5	7.5	7.5	5	25
	7.5	26.3	17.5	25	13.8	90

REVENUE HOURS						
M	T	W	TH	F	S	Total
				0		0
	0		0	0	0	0
	0	5	5	5.5	5	20.5
	6.5	5	5	5	4	25.5
	0	4	7	6.5	5	22.5
	6.5	14	17	17	14	68.5

REVENUE MILES						
M	T	W	TH	F	S	Total
				0		0
	0	30	0	0	0	30
	0	54	59	48	69	230
	110	55	82	53	37	337
	0	40	97	60	340	537
	110	179	238	161	446	1134



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - June 2015

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	498	291.42	3,470	\$ 279.75	22
Senior Lunch	775	123.17	1,284	\$ -	22
Medical/Shopping Assistance	63	73.00	673	\$ 81.25	14
Total	1,336	487.59	5,427	\$ 361.00	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	498	291.42	3,470	\$ 279.75	22
Senior Lunch	775	123.17	1,284	\$ -	22
Medical/Shopping Assistance	63	73.00	673	\$ 81.25	14
Total	1,336	487.59	5,427	\$ 361.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	6,772	4,279.04	57,985	\$ 2,723.00	
Senior Lunch	9,217	1,445.25	15,339	\$ -	
Medical/Shopping Assistance	1,040	1,216.25	12,291	\$ 1,157.50	
Total	17,029	6,940.54	85,615	\$ 3,880.50	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	
734	56314
735	85865
736	74682
737	54448
738	35977

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	102	1,816
Unduplicated Passengers	50	1,061
Turn Downs	0	0
No Shows	1	3
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - June 2015

OUT OF COUNTY

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	S
6/1-6/15	14	22	20	26	21	0
6/8-13/15	17	21	20	26	19	0
6/15-20/15	21	23	18	21	22	0
6/22-27/15	62	23	21	22	19	0
6/29-30/15	22	18				0
Total	136	107	79	95	81	0

DONATIONS						
M	T	W	TH	F	S	Total
				280		279.75
						0
						0
						0
						0
0	0	0	0	280	0	279.75

REVENUE HOURS						
M	T	W	TH	F	S	Total
13.5	13.8	15.5	14	12.8		69.5
14.5	13.3	18.5	14.3	14		74.5
8.5	14.5	13	9.25	13		58.25
8.5	14.8	14	14.8	13.5		65.5
15.2	8.5					23.67
60.2	64.8	61	52.3	53.3	0	291.42

REVENUE MILES						
M	T	W	TH	F	S	Total
164	198	208	164	140	0	874
207	116	284	254	192	0	993
62	138	60	118	167	0	545
62	226	174	184	192	0	778
213	67				0	280
708	745	726	720	571	0	3470

SENIOR LUNCH

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	Total
6/1-6/15	31	31	36	38	30	166
6/8-13/15	30	38	30	39	40	177
6/15-20/15	28	36	37	40	32	173
6/22-27/15	36	37	36	43	40	192
6/29-30/15	35	32				67
Total	160	174	139	160	142	775

DONATIONS						
M	T	W	TH	F	S	Total
						0
						0
						0
						0
						0
0	0	0	0	0	0	0

REVENUE HOURS						
M	T	W	TH	F	S	Total
5.5	5.5	5.5	5.5	4.5		26.5
5.5	6	5.5	5.5	6		28.5
6.67	5.5	5.5	6	5.5		29.17
5.5	5.5	5.5	6	5.5		28
5.5	5.5					11
28.7	28	22	23	21.5		123.17

REVENUE MILES						
M	T	W	TH	F	S	Total
66	54	62	52	43		277
62	63	56	56	60		297
57	57	58	69	56		297
66	56	58	64	61		305
53	55					108
304	285	234	241	220		1284

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS						
Week of	M	T	W	TH	F	Total
6/1-6/15	8	0	6	8	2	24
6/8-13/15	0	3	0	6	2	11
6/15-20/15	4	0	6	6	0	16
6/22-27/15	0	0	0	4	4	8
6/29-30/15	0	4				4
Total	12	7	12	24	8	63

FARES						
M	T	W	TH	F	S	Total
10	0	7.5	10	2.5		30
0	3.75	0	7.5	5		16.25
5	0	7.5	7.5	0		20
0	0	0	5	5		10
0	5					5
15	8.75	15	30	12.5		81.25

REVENUE HOURS						
M	T	W	TH	F	S	Total
5.5	0	5	8.5	4		23
0	5	0	7	5		17
5	1	7	6	0		19
0	0	0	4	5		9
0	5					5
10.5	11	12	25.5	14		73

REVENUE MILES						
M	T	W	TH	F	S	Total
57	0	34	108	20		219
0	24	0	108	70		202
26	11	43	46	0		126
0	0	0	30	69		99
0	27					27
83	62	77	292	159		673

Staff Report

To: Local Transportation Authority
From: Veronica Lezama, Transportation Planner Telephone: (831) 637-7665
Date: July 16, 2015
Subject: San Benito County Transit Plan

Recommendation:

APPROVE Contract between the San Benito County Local Transportation Authority (LTA) and Majic Consulting Group in the Amount Not to Exceed \$18,453.65 for the Preparation of the San Benito County Transit Plan.

Summary:

The Transit Plan will include short and long range recommendations to improve County Express and Specialized Transportation Services (Jovenes de Antaño) transit services.

Financial Considerations:

The Local Transportation Authority was awarded a Rural or Small Urban Transit Planning Studies grant in the amount of \$111,470 to prepare a Transit Plan for San Benito County. A local match of \$11,470 was provided in in-kind LTA staff time. The in-kind local match is provided by existing salaries. The grant will fund LTA staff project management and consultant contract fees.

Background:

The LTA Board of Directors previously approved a contract with Majic Consulting Group to prepare the San Benito County Transit Plan, which has since expired. In order to complete the remaining work on the Transit Plan, a new contract is needed. The contractor has completed the following scope of work:

- **Assess Existing and Planned Transit Services:**
Each of the transportation services was evaluated for effectiveness and efficiency and a profile of each of the services was constructed.
- **Prepare Comprehensive Needs Analysis and Identify Key Findings:**
A comprehensive needs analysis was developed for both the near term (short-range transit plan) and long-term (long-range transit plan).
- **Analyze the Current Level of Services and Fares and Provide Recommendations:**
Previous data was evaluated to determine the current transit demand. Any gaps or duplication in service was identified. Current routes were evaluated for reallocation of service and per frequency versus area covered.

- **Identify Current and Potential High-Quality Transit Corridors:**

The Consultant examined how the county is expected to grow over time, where development is likely to occur, and how expanded transit service in the right places could encourage and support economic development for the County.

Staff Analysis:

The LTA Board of Directors previously approved a contract with Majic Consulting to prepare the San Benito County Transit Plan, which has since expired. In order to complete the remaining work on the Transit Plan, a new contract is needed. The new contract will include finalizing of the enclosed scope of work (Attachment 1).

The Board of Directors will receive a formal presentation on the draft Transit Plan at a future meeting to ensure optimal feedback. In addition, the Social Services Transportation Advisory Council (SSTAC) will serve as the review committee—providing ongoing feedback throughout the development of the Plan. The general public will also have various opportunities to provide input on the service needs and project recommendations.

Executive Director Review: _____

Counsel Review: Yes

Supporting Attachment: Contract with Majic Consulting Group

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and Majic Consulting Group ("CONSULTANT") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 16, 2015, and end on July 22, 2016 unless sooner terminated as specified herein.

2. Scope of Services.

CONSULTANT, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

The CONSULTANT shall compensate the LTA according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONSULTANT shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachments D and E. Attachments D and E are made a part of this contract.

8. Prior Contract.

The CONSULTANT previously provided certain professional engineering and consulting services under a previous contract, entered September 19, 2013, attached to this contract as Attachment F. Attachment F is made a part of this contract.

9. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Mary Gilbert

Title: Interim Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONSULTANT:

Name: Belynda Johnson

Title: Managing Director

Address: 19425 Soledad Canyon Road, 264

Santa Clarita, CA 91351

SIGNATURES

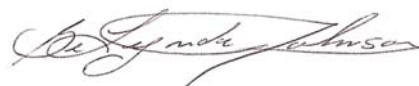
APPROVED BY LTA:

Name: Jerry Muenzer, Chair

San Benito County Local Transportation
Authority

Date:

APPROVED BY CONSULTANT:



Name: Belynda Johnson

Title: Managing Director

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

ATTACHMENT A Scope of Services

The CONSULTANT, for the LTA's benefit, shall provide the following professional consulting services regarding preparation of the San Benito County Transit Plan. CONSULTANT previously provided certain professional engineering services, under a previous contract entered September 19, 2013 (Attachment E). CONSULTANT, for the LTA's benefit, shall complete the remaining professional engineering services under the previous contract and shall provide additional engineering services as more fully described in Tasks 1 through 13 below.

The San Benito County Transit Plan shall be a roadmap for San Benito County's public transportation system into the future. The Plan shall combine San Benito County's first Long-Range Transit Plan with concrete, short-term steps that can be taken now to achieve a new vision of transit serving the needs of the County's residents.

Seven (7) objectives have been identified for the LRTP:

1. Alternatives to accommodate current, future, and potential riders under various funding scenarios;
2. Flexibility to provide efficient and effective levels of service in changing environments and financial constraints;
3. Improved connectivity both locally and regionally;
4. Efficient operational and management of public transit systems that effectively leverage available resources;
5. Improved accessibility and mobility options for current and future transit riders under various funding scenarios;
6. Increased role of transit in current and future regional economic development; and
7. Reduction of personal vehicle use by commuters and ultimately promotion of environmental welfare and improvement in the quality of life for San Benito County residents.

Issues	Solution	Benefits
<ul style="list-style-type: none">•Population Growth•Economic Development•Environmental Quality•Demographic Shifts•Ridership Consistency•Infrastructure changes•Funding Variables•Local Support	<ul style="list-style-type: none">•The project plan evaluates each major issue and the impact it will have on San Benito County LTA's future. Strategies are then developed to mitigate potential problems and take advantage of opportunities.	<ul style="list-style-type: none">•A workable Transit Plan that integrates current and future transportation needs and changing demands as well as improved interregional connectivity.

The work elements of the Plan (Short-Range Transit Plan (SRTP) and Long-Range Transit Plan (LRTP)) shall include:

1. Assess existing and planned County Express and Jovenes de Antaño transit service, operational characteristics, capital equipment, and maintenance procedures;
2. Prepare comprehensive needs analysis and identify key findings;
3. Analyze the current level of services and fares and provide recommendations for service levels, fares, routes, time schedules, and fare structure;
4. Develop a detailed implementation plan of the preferred strategies categorized as high, medium,

and low priority, and identify responsible agency for implementation, estimated costs and timeframe for implementation, potential funding sources, and other information necessary for program implementation;

5. Analyze planned capital and service projects;
6. Identify current and potential high-quality transit corridors;
7. Develop performance measures that meet the requirements of MAP-21;
8. Provide recommendations for the identified scenarios and identify impacts to minority and/or low-income populations, including decreased service level due to low funding levels with least impact to riders, and increased or reinstated services due to higher funding levels in order of priority;
9. Develop guidance and set of long-term goals for LTA to achieve in terms of system performance, service levels and technology;
10. Prepare public outreach component which will be guided by the community's articulated vision for a comprehensive transit system, with the LTA as the primary lead in ensuring the public's participation at workshops; and
11. Develop a transit marketing plan for County Express based on an annual marketing budget of less than \$10,000.

1. **PROJECT MANAGEMENT**

Consultant shall prepare email status reports to submit to LTA's Project Manager. The status reports shall outline:

- Work accomplished to date;
- Upcoming tasks and deadlines; and
- Any issues or concerns and our proposed course of action to address them.

Future deliverables for the Transit Plan include:

- Presentation of the Draft Transit Plan to the Social Services Transportation Advisory Council (SSTAC) and the Local Transportation Authority Board of Directors;
- Project meeting materials;
- Project documents and correspondence as necessary;
- Status reports emailed to LTA Project Manager; and
- Invoicing based on deliverables and progress summary.

2. **ASSESS EXISTING AND PLANNED TRANSIT SERVICES:**

STATUS: TASK COMPLETED UNDER PRIOR CONTRACT (ATTACHMENT F)

3. **PREPARE COMPREHENSIVE NEEDS ANALYSIS AND IDENTIFY KEY FINDINGS:**

STATUS: TASK COMPLETED UNDER PRIOR CONTRACT (ATTACHMENT F)

4. **ANALYZE THE CURRENT LEVEL OF SERVICES AND FARES AND PROVIDE RECOMMENDATIONS:**

STATUS: TASK COMPLETED UNDER PRIOR CONTRACT (ATTACHMENT F)

5. **DETAILED IMPLEMENTATION PLAN**

STATUS: 55% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The Consultant will generate a detailed implementation timeline based on the results of the services described in Tasks 2 through 4 in the prior contract (Attachment E). The completed implementation schedule will model expected interim steps to accomplish the recommended model.

The Consultant shall be primarily responsible for developing the Implementation Plan. The Consultant's Project Manager has been directly involved in all of the previous tasks described in the prior contract (Attachment E), shall continue to be directly involved in all of the tasks described herein, and will work to complete the Implementation Plan. The plan will result in a detailed project plan, with the Consultant completing the following Implementation Plan components:

1. Detailed description;
2. Required resources;
3. Budget;
4. Activities, which must be completed prior to start;
5. Activities dependent on completion; and
6. Result.

The Implementation Plan shall include a Work Breakdown Structure (WBS) with the following four (4) characteristics:

- Status/completion is measurable;
- Start/end event are clearly defined;
- Time/cost is easily estimated; and
- Activity duration is within acceptable limits.

Deliverables:

- Finalize completion of the Implementation Plan
- Finalize completion of the implementation timeline using Work Breakdown Structure (WBS)

6. **ANALYZE PLANNED CAPITAL AND SERVICE PROJECTS**

STATUS: 40% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The Consultant shall complete an analysis of planned Capital and Service Projects. Currently planned Capital and Service Projects include:

- Radio Equipment and Infrastructure Upgrade Project;
- Fare Increase for County Express Services and Medical Shopping Assistance Program;
- New Demand Response Dispatch Software;
- Replacement Fareboxes; and
- Dial-A-Ride Taxi Voucher Program.

Deliverables:

Complete analysis of Capital and Service Projects

7. IDENTIFY CURRENT AND POTENTIAL HIGH-QUALITY TRANSIT CORRIDORS:
STATUS: TASK COMPLETED UNDER PRIOR CONTRACT (ATTACHMENT F)
8. DEVELOP PERFORMANCE MEASURE THAT MEET THE REQUIREMENTS OF MAP-21
STATUS: 55% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The Moving Ahead for Progress in the 21st Century Act (Map-21) was signed into law by President Obama on July 6, 2012. The MAP-21 legislation integrates performance into many federal transportation programs and contains several performance elements. It establishes a performance-based planning process that requires Metropolitan Planning Organizations and states to “develop transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning.” Map-21 Performance Measurement Provisions include:

- Establish transparent, accountable, decision-making framework to identify multimodal capital investments and project priorities.
- Emphasize sound multimodal planning processes.

With the passage of MAP-21, rural area formula funds increased by 29%. Funding for the rural program is based on a formula that uses land area, population, including the number of low-income individuals residing in rural areas, and the provision of transit service.

As part of the Transit Plan, the Consultant shall complete the development of performance measures that meet the requirements of MAP-21, ensuring that funding remains available through this legislature.

Deliverables:

- Finalize performance measures that meet MAP-21.

9. PROVIDE RECOMMENDATIONS FOR THE IDENTIFIED SCENARIOS AND IDENTIFY IMPACTS TO MINORITY AND/OR LOW INCOME POPULATIONS
STATUS: 80% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The Plan shall provide solid solutions, which is important to securing funding, while being flexible enough to adapt to changing economic, environmental, social, and demographic changes. While no one can predict the future, scenarios can be used to encase the future. As the Consultant develops the alternatives and financial plan for the LRTP, it shall design the recommendations around a minimum of three (3) scenarios and proposed strategies, which are being edited for the final report. As the Consultant finalizes the development of the alternatives and financial plan for the LRTP, it shall design the recommendations around:

1. Low funding levels creating a need to decrease service level, with recommended decreases in service that will have the least impact to riders;
2. Current funding levels with limited growth and funding opportunities; and
3. Expanding growth and financial resources, including recommendations for increased or reinstated services in order of priority.

The plan shall create a matrix that examines how the LTA will adapt to situations such as “expanded growth” (scenario 3) under “low funding levels” (scenario 1) conditions. Through the use of scenarios, LTA will have the flexibility to adapt the SRTP and LRTP to new, unexpected, and ever-changing conditions. Each scenario in the Plan shall address:

- Funding Variables,
- Population Shifts and Growth,
- Economic Development,
- Environmental Quality, and
- Infrastructure Changes.

Three (3) potential market segments shall be built:

- Those who are transit dependent or semi-dependent;
- Those with a preference to use public transportation; and
- Those who would use public transportation if it met their needs.

For each segment, the impact and opportunities for each scenario shall be analyzed.

For individuals who rely on public transportation for most or all of their mobility needs, the Consultant shall explore options for providing essential mobility alternatives within constrained budgets and expanding options if funding is available.

For those individuals who have a preference or propensity to use public transportation, the goal will be to understand how San Benito County LTA could meet their specific flexibility, time, connectivity, and value preferences and increase the likelihood of using the service.

Deliverables:

- Complete Report identifying three (3) scenarios, assumptions including impacts to minorities and/or low-income populations and proposed strategies.

10. DEVELOP GUIDANCE AND SET OF LONG-TERM GOALS FOR LTA TO ACHIEVE IN TERMS OF SYSTEM PERFORMANCE, SERVICE AND TECHNOLOGY
STATUS: 50% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The main focus of the Long-Range portion of the Transit Plan is to “establish goals and projects for transit growth which connects land use and transportation strategies.” The LRTP shall also meet legal mandates for planning and programming set by SB 375.”

Selecting, adopting, and implementing quantifiable, non-ambiguous goals and objectives are crucial elements of the planning process. These goals and objectives define the direction that public transportation San Benito County shall take in both the near- and long-term future.

Goals, objectives, and performance standards constitute a Performance Measurement System:

- **Goals** are statements that qualify the desired results.
- **Objectives** provide quantifiable measures of the goals.
- **Standards** set quantifiable targets for achieving the goals.

In updating the Performance Measurement System, the Consultant shall finalize its examination and discussions regarding how the selected goals, objectives, and measures adapt to San Benito County's specific situation. Taking convenience and economy of service along with regional and community planning as a point of departure, the Consultant shall complete its analysis of the system's current performance. The Consultant shall work closely with the LTA and stakeholders to finalize any revised goals, objectives, and performance measures.

The major elements the Consultant shall consider when developing the Performance Measurement System are:

Mission and Purpose: The Consultant shall ensure that LTA's mission statement effectively communicates its core ideology and visionary goals. A clear mission statement consists of the following two (2) elements:

- ✓ **Attainability:** The Consultant shall assess actual performance to stated standards and compare to peer services. The Consultant shall highlight variations and reasons for the variances. The Performance Measurement System should be reasonable for LTA to meet within its current or proposed operational environment and be indicative of the level and quality of service determined by the mission, goals, and objectives. The Consultant shall also examine the reasons why LTA is or is not meeting the prescribed standards.
- ✓ **Measurability:** To be useful, actual performance must be regularly tracked to standards. If a measure cannot be readily determined and reported, it cannot be monitored. The Consultant shall validate the reporting of key measures used in the performance system for accuracy and consistency.
 - Measures and standards are useful only to the degree that they are monitored. Monitoring of frequencies and methods shall be reviewed, and issues related to monitoring will be addressed. The Consultant's interim report shall identify areas where performance exceeds the established standard as well as areas where performance is lower than the standard.
 - Any recommended adjustments to the goals, objectives, and/or standards shall be discussed with LTA management.

The Consultant shall complete preparation of strategies developed for each of the three (3) long term scenarios, which are being analyzed considering the Mission Statement established earlier in the project and the five Bold Strategic Steps. The analysis is being summarized to delineate specific long-term goals, objectives and measures and the strategies for accomplishing them.

Deliverables:

- Complete preparation of near-term and long-term goals, objectives, and quantifiable performance measures.

11. PREPARE PUBLIC OUTREACH COMPONENT

STATUS: 75% COMPLETE (SEE ATTACHMENT E FOR A FULL DESCRIPTION)

The Consultant shall use a traditional public meeting approach to the public outreach aspect of the study; however, the Consultant shall infuse it with a unique, enriched public outreach approach. The Consultant's traditional approach shall include a final public meeting to collect public input regarding the selected option.

The meeting format, plan, and agenda shall be developed to facilitate discussion and collaboration on project goals, opportunities, and constraints. The Consultant shall design the meeting and develop a facilitation plan as well as any necessary presentation and communication materials. In addition, the Consultant shall publicize the meeting (including electronic distribution of meeting notification, phone calls, and news releases), handle all meeting logistics (including room layout and setup), and document the meeting (including a meeting synopsis, a comprehensive recap of stakeholder comments, and photographs).

Deliverables:

- One final in-person public meeting in Hollister, CA to be schedule on the same day of either the SSTAC or LTA Board meeting date to maximize use of staff resources.
- Meeting format, plan, agenda, and presentation materials, news releases, meeting synopsis, stakeholder comments, and photographs.

12. DEVELOP A TRANSIT MARKETING PLAN FOR COUNTY EXPRESS

STATUS: 0% COMPLETE

The Consultant will develop a Transit Marketing Plan for County Express, based on an annual marketing budget of less than \$10,000. The Consultant's marketing approach employs a strategic marketing management and control methodology. This approach provides five (5) crucial benefits:

1. **Biggest bang for the buck** by effectively allocating funds and resources to effectively stretch LTA's marketing budget;
2. **Flexibility to meet changing objectives** through correctly setting strategic priorities;
3. **Leveraging of marketing dollars** to accomplish more with less by integrating efforts;
4. **Continuous improvement in the marketing program** by systematic evaluation of all strategies, tactics, and programs; and
5. **Brand-name recognition** for County Express and the transportation services provided by Jovenes de Antaño.

The Consultant will use a coordinated approach, which prioritizes marketing efforts and ensures each project, program, or campaign builds on the other, which will allow the LTA to implement the desired improvements in the most efficient and effective way. A formal strategic marketing plan will take LTA's marketing efforts to a new level. The plan shall focus marketing efforts on achieving the following results:

- Increased ridership,
- Wider usage by non-traditional riders, and
- Enhanced public support.

Creating an effective marketing plan doesn't happen by chance. It requires a process or road map and starts with goals and objectives. The Consultant shall develop a marketing plan that outlines the process, road map, goals and objectives.

The Consultant shall prepare a proposed Marketing Plan and service, to include the following three (3) overriding goals:

1. Increase satisfaction and ridership frequency among current riders.

The proposed Marketing Plan will inform the current rider base about the full scope of San Benito County LTA's public transportation offerings and any changes that may affect travel in and around San Benito County. Educating current riders has three definitive benefits:

- I. Retention of the current database;
- II. Expanded use of County Express by current riders as they understand they can travel to more locations using the service; and
- III. Advocacy by current riders who understand the system, to encourage potential riders, who may have different origin-destination pairs, to try the system.

2. Attract new riders and new groups of people.

With high gas prices, opportunities exist to attract people who have never ridden public transportation before to try County Express's extensive route system. The marketing plan will expand beyond the traditional transit-dependent rider base. Youths and seniors are two markets which San Benito County LTA has only begun to tap. The Hispanic community offers another opportunity.

The Consultant will perform focused services to targeted populations, such as youths, that represent strong potential markets for the LTA. For example, many youths are semi-transit dependent, in that they do not yet have either a driver's license or a car, and their opinions regarding public transportation are still forming.

3. Educate the public on how to access existing public transportation.

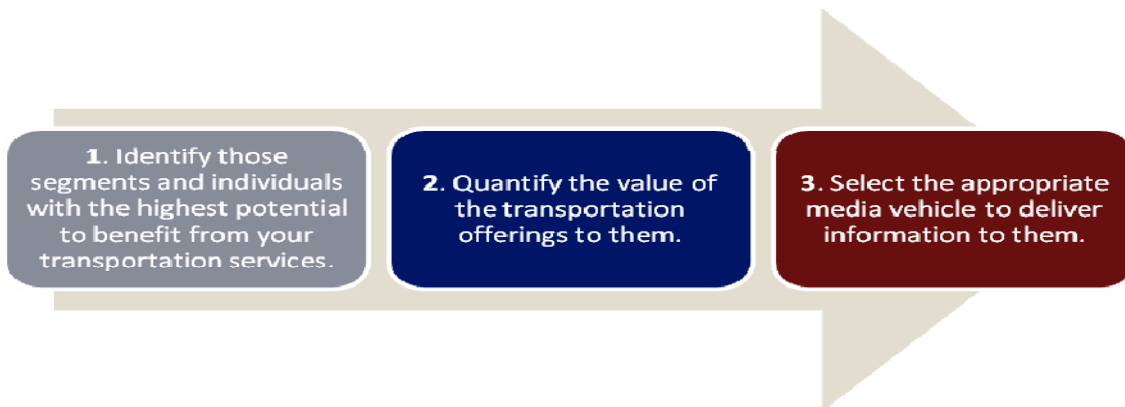
San Benito County LTA's growing public transportation system provides opportunities for residents to use the system in traveling, not only around San Benito County, but also in surrounding areas. The proposed Marketing Plan will alert and educate residents about this vast public transportation service and describe how it will provide new freedoms and opportunities to them.

To be successful in achieving its goals, the Marketing Plan shall need to accomplish three (3) objectives:

1. Focus on the needs and concerns on specific market segments in San Benito County.

Like most public transportation providers, the San Benito County LTA has limited funds to market and promote public transit. The Consultant will provide strategic focused marketing, which will leverage the LTA's marketing dollars and provide the highest rate of return.

The heart of the Consultant's focus is *enhancing public transportation in individual communities*, such as Hollister and its surrounding communities. The Consultant shall strengthen San Benito County LTA's marketing resources through a three (3) step process:



Focused marketing will allow San Benito County LTA to reach, create awareness in, and ultimately influence, that group of people most likely to select County Express as a solution to their needs, while using fewer resources and generating greater returns.

2. Project a constant and consistent branding and positioning identity for San Benito County transit services.

The brand is the personification of the organization and its services. A successful brand builds relationships and emotional connections with customers, potential customers, community leaders, staff, and the community at large. More importantly, the brand is also the source of promises to customers and determines the customer's expectations.

The *brand identity* and success of San Benito County LTA, as with any transit service, depends on three (3) elements:

- **Planning:** Routing and scheduling that meets the needs of riders;
- **Operations:** Reliable, quality operations; and
- **Marketing.**

When these elements are integrated and complement each other, ridership and community support increase. The Consultant will employ its extensive transit background and familiarity with current trends in transit operations, planning, and marketing to assist the LTA in creating a consistent and realistic brand identity.

3. Determine and integrate *key triggers* into all marketing collateral.

Key triggers are the emotional and tangible elements that will persuade and motivate non-riders to consider a mode switch or motivate current riders to continue using public transportation when their circumstances change. These key triggers are used to align internal and external perceptions with San Benito County LTA service attributes. The Consultant shall assist the LTA in determining the key triggers applicable to County Express services and integrating them into the marketing strategies set forth in the Marketing Plan.

Uncovering and integrating these key triggers into San Benito County LTA's marketing program will require a thorough knowledge and understanding of service offerings, in

addition to the demographic and psychographic profile of the current and potential ridership base. The Consultant shall conduct an ***On-Board Transit Survey*** as a starting point in gathering, compiling and analyzing this data.

The Marketing Plan will include the following elements:

1. **DESCRIPTION OF TARGET MARKETS:** Example— students, seniors, and commuters, and the residents of the Cities of Hollister and San Juan Bautista. Further geographic or demographic targeting could be beneficial.
2. **MARKETING GOALS AND OBJECTIVES:** Example—Increase overall ridership by 10% or increase ridership on specific routes or times.
3. **MARKETING STRATEGY:** Increase visibility and awareness of County Express commuter options among targeted populations.
4. **MARKETING TACTICS:** Each strategy needs to be supported by specific ***tactics*** or ***tasks***. Each task shall tie to one (or more) strategies. Examples of tasks or tactics could include:
 - Consistent branding imagery, including color, in all collateral materials;
 - Development of holiday shopping promotions;
 - Development and air of three (3) radio spots;
 - Promotion of a Travel Training Program; and
 - Development of a newsletter.
 - Tactics and tasks will be structured to work specifically to achieve LTA’s marketing goals.
5. **MARKETING BUDGET:** Set the overall budget for the marketing program and estimate the amount to be allocated to each program. This will allow funds to be reallocated if new opportunities arise or in case of overruns or savings for a particular program. As a rule of thumb, to maintain ridership, the marketing budget should equal three (3) to four (4) percent of the operating budget. To grow ridership a five (5) to six (6) percent budget is more appropriate. However, due to its large percentage of student riders, LTA may find a lower budget acceptable.
6. **EVALUATION METHODS FOR MARKETING PROGRAMS:** Develop methods, including quantifiable standards and measures, to determine the impact that marketing programs have on ***ridership*** and ***awareness***. Riders should be ***surveyed*** every two (2) to three (3) years to determine rider satisfaction and needed improvements. Surveys can provide valuable insight to improved service and marketing.

Deliverables:

- Marketing Plan that includes the following:
 - Description of Target Markets
 - Marketing Goals and Objectives
 - Marketing Strategy
 - Marketing Tactics
 - Marketing Budget
 - Evaluation Methods for Marketing Programs

13. **TRANSIT PLAN**
STATUS: 0% COMPLETE

The Consultant shall submit one electronic Administrative Draft Plan for review by the LTA. Once LTA staff has provided comments on the Administrative Draft, the Consultant shall prepare the Draft Transit

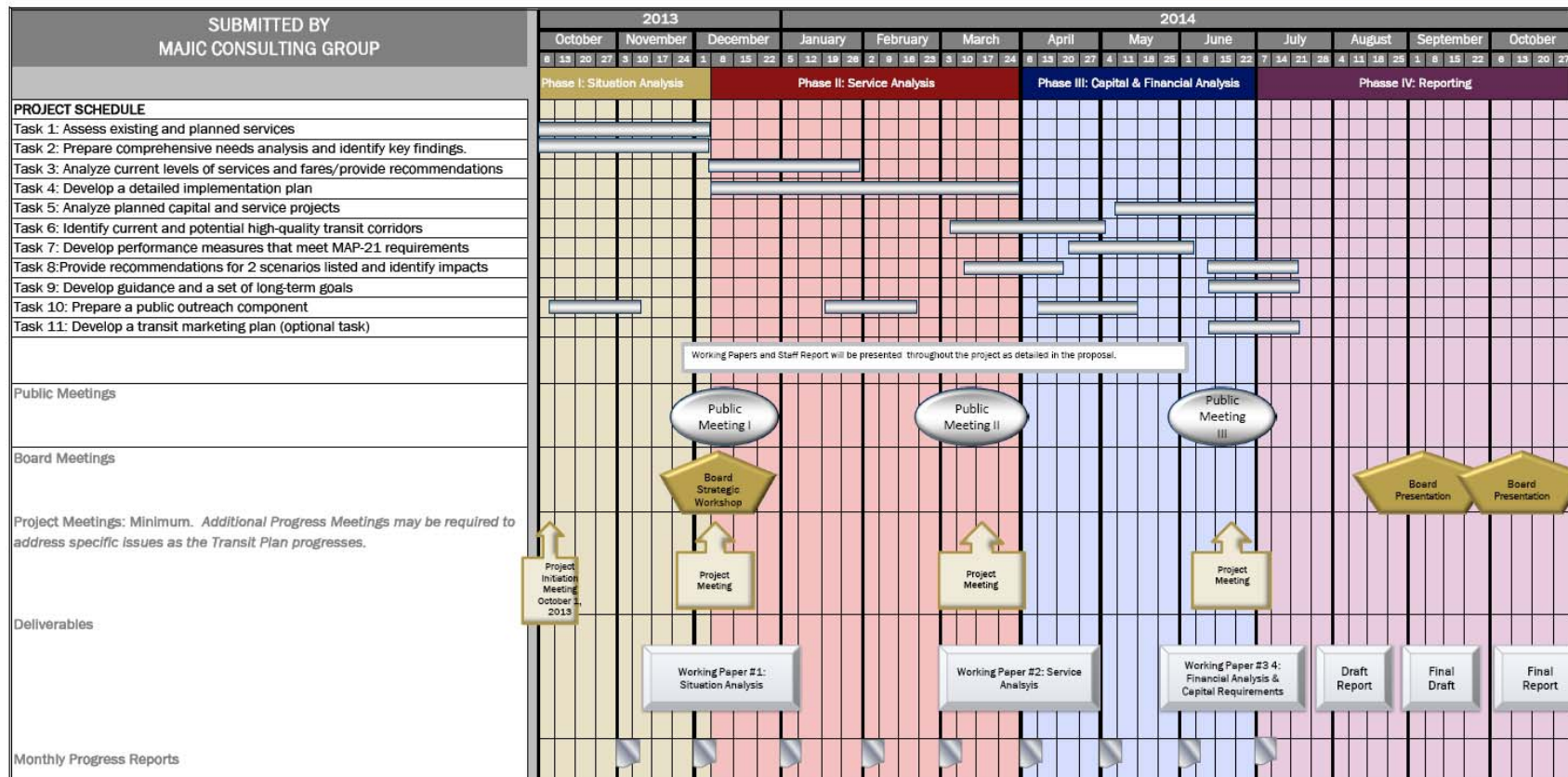
Plan, which shall be circulated for public comment. To officially close the project, the Consultant will provide the LTA with a CD containing the final San Bento Transit Plan in original format (Word, PDF, or any other digital format).

Deliverables:

- One electronic Administrative Draft Transit Plan
- One electronic Draft Transit Plan
- Present Draft Plan to the Social Services Transportation Advisory Council (SSTAC) and LTA Board of Directors
- Presentation materials
- CD with all digital files

Project Schedule

San Benito County Local Transportation Authority Transit Plan (Short-Range and Long-Range)



~ END ATTACHMENT A ~

ATTACHMENT B

Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONSULTANT at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONSULTANT: (check one)

- ☐ a total lump sum payment of \$_____, or
- ☒ a total sum not to exceed **\$18,453.65.**

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify)

- A. CONSULTANT shall invoice monthly based on deliverables completed pursuant to this Contract. CONSULTANT shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONSULTANT. The monthly progress report shall include the following:
 - Description of the tasks in progress or tasks completed
 - Description of the tasks still to be completed
 - Percentage of work still anticipated for each task for the completion of the project
- B. The LTA shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONSULTANT and the LTA.
- C. Travel and Per Diem Reimbursement
Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to the Consultant and its subconsultant at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- D. The CONSULTANT shall provide services under this contract at the following hourly rates:

			Task 1: Assess existing and planned services			Task 2: Prepare comprehensive needs analysis and identify key findings		Task 3: Analyze current levels of services and fares/provide recommendations		Task 4: Develop a detailed implementation plan		Task 5: Analyze planned capital and service projects		Task 6: Identify current and potential high-quality transit corridors		Task 7: Develop performance measures that meet MAP-21 requirements		Task 8: Provide recommendations for 2 scenarios listed and identify impacts		Task 9: Develop guidance and a set of long-term goals		Task 10: Prepare a Public Outreach Component		Task 11: Marketing Plan		Grand Total	
Name	Title	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Belynda Johnson	Project Manager	\$142.50	14	\$1,995	22	\$3,135	18	\$2,565	18	\$2,565	12	\$1,710	4	\$570	15	\$2,138	20	\$2,850	22	\$3,135	22	\$3,135	24	\$3,420	191	\$27,218	
Joe Rye	Transit Services Specialist	\$95.00	19	\$1,805	24	\$2,280	20	\$1,900	28	\$2,660	12	\$1,140	20	\$1,900	6	\$570	10	\$950	8	\$760	0	\$0	16	\$1,520	163	\$15,485	
Doug Langille	Paratransit Specialist	\$100.00	18	\$1,800	20	\$2,000	18	\$1,800	20	\$2,000	10	\$1,000	4	\$400	6	\$600	8	\$800	8	\$800	0	\$0	12	\$1,200	124	\$12,400	
-	Transit Analysts	\$75.00	20	\$1,500	24	\$1,800	21	\$1,575	16	\$1,200	18	\$1,350	10	\$750	9	\$675	16	\$1,200	14	\$1,050	12	\$900	4	\$300	152	\$12,300	
-	Editor	\$65.00	8	\$520	12	\$780	8	\$520	6	\$390	5	\$325	5	\$325	7	\$455	5	\$325	5	\$325	8	\$520	25	\$1,625	86	\$6,110	
Subtotal, Direct Labor			79	\$7,620	102	\$9,995	85	\$8,360	88	\$8,815	57	\$5,525	43	\$3,945	43	\$4,438	59	\$6,125	57	\$6,070	42	\$4,555	81	\$8,065	716	\$73,513	
Direct Costs																											
Printing																								\$325	\$325		
Travel/Per Diem																								\$5,789	\$5,789		
Public Meeting/Workshop Expenses																								\$354	\$354		
Total Direct Costs				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,468	\$6,468		
TOTAL COST				\$7,620	\$9,995	\$8,360	\$8,815	\$5,525	\$3,945	\$4,438	\$6,125	\$6,070												\$14,533	\$79,981		

~ END ATTACHMENT B ~

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONSULTANT and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONSULTANT's duty to indemnify LTA, CONSULTANT shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming LTA and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONSULTANT shall require all subconsultants performing work under this contract to obtain substantially the identical insurance coverage required of CONSULTANT pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONSULTANT shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONSULTANT shall maintain comprehensive general liability insurance, covering all of CONSULTANT's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONSULTANT shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONSULTANT shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a

combined single limit of not less than the amount set out in Paragraph 5 of this contract.

- (d) Workers' compensation insurance. CONSULTANT shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONSULTANT elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONSULTANT and prior to any obligations of LTA, CONSULTANT shall file certificates of insurance with LTA, showing that CONSULTANT has in effect the insurance required by this contract. CONSULTANT shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONSULTANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONSULTANT warrants that CONSULTANT's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONSULTANT further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONSULTANT shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONSULTANT shall contractually require that all of CONSULTANT's subconsultants performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONSULTANT or any subconsultant, shall be made available to LTA or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONSULTANT shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONSULTANT shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONSULTANT of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONSULTANT or any subconsultant of CONSULTANT shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONSULTANT, subconsultant, or their agents or employees. CONSULTANT may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by

CONSULTANT, any subconsultant, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONSULTANT.

CONSULTANT and its officers and employees, in the performance of this contract, are independent Consultants in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONSULTANT shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONSULTANT further represents to LTA that CONSULTANT has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this contract, no subconsultant or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONSULTANT shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONSULTANT shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONSULTANT shall immediately notify LTA in the event that CONSULTANT ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONSULTANT without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONSULTANT for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONSULTANT's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONSULTANT and CONSULTANT's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONSULTANT. CONSULTANT and all of CONSULTANT's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONSULTANT agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONSULTANT as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONSULTANT notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

EXHIBIT D
State and Federal Requirements

1. Record Retention/Audits

- A. The Consultants and its subconsultant shall maintain all source documents, books and records connected with their performance of work initiated under this contract for a minimum of three (3) years from the date of final payment from the LTA. The Consultant shall make all such supporting information available for inspection and audit by representatives of the State of California, the Bureau of State Audits, or the Federal Government upon request.
- B. The Consultant and subconsultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support segregate and accumulate the costs of work elements by line item and produce which clearly identify reimbursable costs and other expenditures as identified in Attachment A: Scope of Work of this contract.

2. Disadvantaged Business Enterprise (DBE) Requirements

- A. As mandated by 49 CFR Part 26, the Consultant and subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of any State or FHWA/FTA fund-assisted contract or in the administration of the LTA's DBE program.

3. Non-Discrimination Clause

- A. In the performance of work undertaken herein, the Consultant and subconsultant shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. The Consultant and subconsultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and subconsultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. The Consultants and subconsultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreement.
- D. The Consultant and subconsultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State of California to investigate compliance with this section.

~ END ATTACHMENT D ~

ATTACHMENT E FEDERAL CLAUSES

Energy Conservation

For all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means

whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

For all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products

For all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of

any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
2. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by

contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
7. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient's goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

8. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may

take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

- a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

9. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
10. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of

termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events, which are not the fault of and are beyond the control of contractor, the recipient after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

For all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000), the following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
3. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs shall comply with the following requirements:

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
2. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include this assurance.
3. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
4. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
6. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) shall comply with all applicable FTA terms and conditions.

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be

deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities

financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

END OF ATTACHMENT E

ATTACHMENT F
Previous Contract

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and Majic Consulting Group ("CONSULTANT") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on September 19, 2013, and end on January 31, 2015 unless sooner terminated as specified herein.

2. Scope of Services.

CONSULTANT, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

The CONSULTANT shall compensate the LTA according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONSULTANT shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachments D and E. Attachments D and E are made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Lisa Rheinheimer

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONSULTANT:

Name: Belynda Johnson

Title: Managing Director

Address: 19425 Soledad Canyon Road, 264

Santa Clarita, CA 91351

SIGNATURES

APPROVED BY LTA:



Name:

San Benito County Local Transportation
Authority

Date:

APPROVED BY CONSULTANT:



Name:

BELYNDA JOHNSON

Title: MANAGING DIRECTOR

Date:

9/24/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date:

Sept. 30, 2013

ATTACHMENT A

Scope of Services

The CONSULTANT for the LTA's benefit, shall provide the following professional consulting services regarding the preparation of the San Benito County Transit Plan, according to the schedule in this Attachment A.

The San Benito County Transit Plan shall be a roadmap for San Benito County's public transportation system into the future. The Plan shall combine San Benito County's first Long-Range Transit Plan (LRTP) with concrete, short-term steps that can be taken now to achieve a new vision of transit serving the needs of the County's residents.

Seven (7) objectives have been identified for the LRTP:

1. Alternatives to accommodate current, future, and potential riders under various funding scenarios;
2. Flexibility to provide efficient and effective levels of service in changing environments and financial constraints;
3. Improved connectivity both locally and regionally;
4. Efficient operation and management of public transit systems that effectively leverage available resources;
5. Improved accessibility and mobility options for current and future transit riders under various funding scenarios;
6. Increased role of transit in current and future regional economic development; and
7. Reduction of personal vehicle use by commuters and ultimately promotion of environmental welfare and improvement in the quality of life for San Benito County residents.

Issues	Solution	Benefits
<ul style="list-style-type: none">•Population Growth•Economic Development•Environmental Quality•Demographic Shifts•Ridership Consistency•Infrastructure changes•Funding Variables•Local Support	<ul style="list-style-type: none">•The project plan evaluates each major issue and the impact it will have on San Benito County LTA's future. Strategies are then developed to mitigate potential problems and take advantage of opportunities.	<ul style="list-style-type: none">•A workable Transit Plan that integrates current and future transportation needs and changing demands as well as improved interregional connectivity.

Elements of the Plan (Short-Range Transit Plan (SRTP) and Long-Range Transit Plan (LRTP)) shall include:

1. Assess existing and planned County Express and Jovenes de Antaño transit service, operational characteristics, capital equipment, and maintenance procedures;
2. Prepare comprehensive needs analysis and identify key findings;
3. Analyze the current level of services and fares and provide recommendations for service levels, fares, routes, time schedules, and fare structure;
4. Develop a detailed implementation plan of the preferred strategies categorized as high, medium, and low priority, and identify responsible agency for implementation, estimated costs and timeframe for implementation, potential funding sources, and other information necessary for program implementation;
5. Analyze planned capital and service projects;
6. Identify current and potential high-quality transit corridors;
7. Develop performance measures that meet the requirements of MAP-21;
8. Provide recommendations for the identified scenarios and identify impacts to minority and/or low-income populations, including decreased service level due to low funding levels with least impact to riders, and increased or reinstated services due to higher funding levels in order of priority;
9. Develop guidance and set of long-term goals for LTA to achieve in terms of system performance, service levels and technology;
10. Prepare public outreach component which will be guided by the community's articulated vision for a comprehensive transit system, with the LTA as the primary lead in ensuring the public's participation at workshops; and
11. Develop a transit marketing plan for County Express based on an annual marketing budget of less than \$10,000.

1. PROJECT MANAGEMENT

The Consultant will prepare weekly email status Reports to submit to LTA's Project Manager. The status reports shall outline:

- Work accomplished to date;
- Upcoming tasks and deadlines; and
- Any issues or concerns and the Consultant's proposed course of action to address them.

A successful project depends to a large degree on a clear definition of expectations, including objectives, schedules, and approach. To clearly define the parameters of the San Benito County Transit Plan, a project initiation meeting shall be held between LTA's Project Manager and the

Consultant project team as an integral part of the project definition phase. The meeting has six (6) objectives:

1. Review the overall plan process;
2. Clarify project goals and objectives;
3. Specify criteria for success;
4. Confirm specifics, including:
 - schedule,
 - form of deliverables,
 - required data/documents,
 - staff participation, and
 - budget elements;
5. Determine courses of action to collect or develop additional data that may be required; and
6. Review known issues, including problem and opportunity areas that the project should address.

Pre-analysis suggests several areas for consideration, including:

- Increased population growth in the San Benito County area,
- Increasing number of senior citizens and disabled, and
- Increasing number of those who commute to local, urban areas for work.

The Consultant shall prepare a draft agenda for the meeting, which will be sent ahead of time for San Benito County LTA's approval. The Consultant shall prepare action minutes with follow-up items from the kick-off meeting. The minutes will be provided to San Benito County LTA's Project Manager for approval and will be subsequently distributed.

After the project initiation meeting the Consultant will revise and distribute the project schedule and develop a proposed project calendar with key dates highlighted. Similarly, the Consultant will prepare the draft and final agenda as well as supplemental materials for subsequent meetings. The Consultant will summarize the discussion and any action taken in the meeting minutes.

Deliverables for the Transit Plan include:

- Project kick-off meeting;
- Three (3) community workshops;
- Presentation of the Draft Transit Plan to the Social Services Transportation Advisory Council (SSTAC) and the Local Transportation Authority Board of Directors;
- Updated project schedule;
- Project meeting materials;
- Project documents and correspondence as necessary;
- Weekly status reports emailed to LTA Project Manager; and

- Monthly invoicing based on deliverables and progress summary.

2. ASSESS EXISTING AND PLANNED TRANSIT SERVICES

Each of the transportation services shall be evaluated for effectiveness and efficiency and a profile of each of the services will be constructed. Description and analysis of the individual routes and services will assist LTA and the Consultant to pinpoint specific modifications in routes, schedules, or service delivery to improve the convenience, usefulness, and overall effectiveness of the system. It will also assist in determining where minor adjustments can result in major improvements in efficiency.

The Consultant shall perform detailed analysis of the County Express's and Jovenes de Antaño's transit services to include the following analyses:

- Descriptive Analysis;
- Statistical Evaluation; and
- Operational Review.

Deliverables:

- Descriptive Analysis
- Statistical Evaluation; and
- Operational Review.

DESCRIPTIVE ANALYSIS

The Descriptive Analysis shall detail the type and level of service, including:

1. Operational characteristics, such as hours of operation, levels of service, routes, schedules, and types and numbers of passengers;
2. Fares and other revenues;
3. Capital equipment, vehicles, and facilities, including suitability, condition, and ownership;
4. Operating budget, including funding sources and financial program; and
5. System management structure and reporting.

The Consultant's detailed profile of the transit services in the area will include service maps, stop locations, schedule hours, policies and procedures, and profiles of connecting services.

Deliverables:

- Descriptive Analysis

STATISTICAL EVALUATION

The Consultant shall analyze monthly operations reports, dispatch logs, and existing ridership data to evaluate and characterize each of the services. Actual performance will be tied to

proposed goals, objectives, and standards. Statistics shall be developed using both tabular and graphic formats.

In addition to key fixed route indicators (such as operating cost per vehicle revenue mile, schedule adherence, passengers per vehicle revenue mile, etc.) developed by the Consultant, key demand response indicators will be analyzed including:

- **Response Time:** Time a caller must wait for a vehicle to arrive;
- **Deviation Time:** Reliability and predictability of arrival time at the customer's point of origin; and
- **Ride Time:** Trip time between when a passenger is picked up and when he/she is dropped off.

The statistical evaluation shall evaluate individual routes to the degree that data is available or can be calculated. Where appropriate and meaningful, maps will be created to display origins, destinations, service corridors, service by time of day or mode, using map symbology to bring to light problems and solutions. Maps shall be created displaying various modes alone or with other modes as appropriate. Maps can be assembled in various combinations, using various trip types, times and frequencies. Such maps often reveal and make obvious the need for more efficacies for one planning strategy or another.

Deliverables:

- Statistical Evaluation
- Maps

OPERATIONAL EVALUATION

The Consultant shall conduct a thorough evaluation of the operations of County Express and Jovenes de Antaño's transit services. The Consultant shall interview transit staff and operations Consultant staff, including drivers, dispatchers, maintenance, and administrative employees. The Consultant shall also conduct independent observation of the Consultant's operational practices. The evaluation shall include ride-alongs on each service and route.

The operational review will include:

1. Scheduling, dispatching and operations;
2. Personnel management and training;
3. Maintenance program; and
4. Marketing.

Deliverables:

- Operational Evaluation
- Interviews (i.e. transit staff, operations Consultant staff, drivers, dispatchers, maintenance, and administrative employees)

3. PREPARE COMPREHENSIVE NEEDS ANALYSIS AND IDENTIFY KEY FINDINGS

A comprehensive needs analysis will be developed for both the near term (short-range transit plan) and long-term (long-range transit plan). The needs analysis shall integrate two techniques:

1. **Analysis of public input and surveys (see 11. Public Outreach Component); and**
2. **Transit Demand Analysis.**

TRANSIT DEMAND ANALYSIS

A separate transit demand analysis will aid the LTA in determining future transit needs. The demand analysis will develop profiles, which will be incorporated into the scenarios (9. Provide recommendations for the identified scenarios and identify impacts to minority and/or low-income populations).

The demand profiles shall enable the Consultant to determine the services and capital needs required to address any deficiencies in the existing services. The Consultant shall present the findings and recommendations for future services and facilities in the required deliverables. The data collected in the demand analysis will enable the Consultant to give San Benito County LTA a strategic focus for both the short and long term. The needs assessment will specifically determine

- Accessibility;
- Facility;
- Capital equipment; and
- Revenue generating rolling stock requirements.

In identifying future needs and demand, the Consultant shall determine general locations for neighborhood, community and regional transit hubs. The Consultant shall also identify if expansion and/or use of existing facilities are insufficient to address future needs.

Demand is not a single variable; but has four (4) dimensions:

1. **Potential demand** is the maximum number of riders in a determined period of time.
2. **Actual demand** is the demand for each service this year or the previous year if current data is not available. To the degree possible, ridership by service and trip will be used. If there is no data available, estimates will be made based on available data.
3. **Future demand** is estimated based on trend information, population and school enrollment projections, and analysis of causative factors (i.e. changes in gasoline prices, economic conditions, etc.).
4. **Evolution of demand** is analyzed by using the actual, potential, and future demand figures and applying them to the market segments by service and geographical region.

All four (4) dimensions of demand analysis are important in structuring short- and long-range plans for transit development. The Consultant shall identify and analyze growth and development trends. The geographic area will be described, and topographical or physical characteristics that may impact transit service (i.e., road disparity) will be addressed.

Using available data, the Consultant shall map future anticipated growth. Examples of data resources include:

- U.S. Census;
- U.S. Census demographic reports, including housing projections;
- State of California Economic Data;
- City and County Economic Forecasts;
- Development proposals with the City and County Planning Departments;
- Unmet Transit Needs hearings;
- County Transit service requests;
- Regional Workforce Studies;
- Meetings with various community groups; and
- Other relevant data as deemed appropriate.

Deliverables:

- Short-term and Long-term Transit Demand Analysis

4. ANALYZE THE CURRENT LEVEL OF SERVICES AND FARES AND PROVIDE RECOMMENDATIONS

Previous data will be evaluated to determine the current transit demand. Any gaps or duplication in service will be identified. Current routes will be evaluated for reallocation of service and per frequency versus area covered.

The alternatives designed to meet identified needs and to attract new riders will include the following for County Express, as well as Jovenes de Antaño:

- Status quo operations;
- Minor modifications to current service (schedule adjustments, improved transfer coordination) to improve system efficiency;
- Service expansion/contraction, including the impact of increased fuel cost, lower fuel cost, and changes in state and federal funding;
- Private or non-profit transportation services;
- New public transportation services to unserved areas;
- Possible weekend service;
- Non-traditional mobility solutions, such as taxi voucher program; and

- Revisiting fare adjustments.

Earlier tasks will provide the basis for the alternatives. Goals and objectives will provide policy directions. The Consultant shall work with staff and management to determine which alternatives should be evaluated. The alternatives will be formulated based on the unmet identified needs as well as strengths, weaknesses, opportunities, and threats identified in the previous tasks.

The Consultant shall then develop detailed information on each service alternative to include:

1. Operating characteristics:
 - a. Service Area,
 - b. Route,
 - c. Schedule,
 - d. Hours of operation,
 - e. Vehicle hours,
 - f. Vehicle mileage,
 - g. Ridership, and
 - h. Staffing requirements;
2. Projection of financial elements:
 - a. Operating Cost,
 - b. Capital Cost,
 - c. Administrative Cost,
 - d. Fares,
 - e. Charter (if relevant),
 - f. Advertising, and
 - g. Tax and other revenues;
3. Provision to meet elderly and disabled and Americans with Disabilities Act (ADA) requirements;
4. Required institutional arrangements and policies; and
5. Impact of changes to transit-dependent populations, as well as semi-dependent, and preference riders.

A cost-effectiveness analysis for each alternative will incorporate each of these components, along with strategic value in achieving goals and objectives for public transportation in the San Benito County area. Specific alternates may be categorized into the following groupings:

- Expansion/contraction of existing service for specific areas;
- Increased/decreased hours/days of operations;
- Improved/reduced frequency of service; and
- Modification of existing routes, schedules, and timed transfer points.

The assumptions for each alternative will be reviewed with San Benito County. Key assumptions include demand for services, development, and funding. Various combinations of service alternatives will be tested against each scenario to determine feasibility. The scenarios will include known budget constraints.

The Consultant shall work with San Benito County to develop those recommendations for alternative services that are most appropriate for meeting the transit demand and provide services that will continue to increase ridership. Each alternative will be assessed using evaluation criteria based on the Goals and Objectives developed (Tasks 8 and 10). The Consultant shall make any required modifications to the alternatives based on public outreach delineated in Task 11.

The preferred alternative(s) shall be recommended based on technical analysis and input received from staff, officials and the public. The Consultant shall discuss this alternative with affected agencies.

Deliverables:

- Analyze the current level of transit services
- Analyze current transit fares
- Provide recommendations for alternative services

5. DETAILED IMPLEMENTATION PLAN

The Consultant will develop a detailed implementation plan of the preferred strategies categorized as high, medium, and low priority, that will identify the responsible agency for implementation, estimated costs and timeframe for implementation, potential funding sources, and other information necessary for program implementation. This task will generate a detailed implementation timeline based on the results of the previous tasks. The implementation schedule will model expected interim steps to accomplish the recommended model.

The Consultant shall be primarily responsible for developing the Implementation Plan. The Consultant's Project Manager shall be directly involved in all of the previous tasks and will work to construct the implementation plan. The plan will result in a detailed project plan.

The Implementation Plan will function as a roadmap and a tool for decision making. The Consultant shall identify each activity, including the following information:

1. Detailed description;
2. Responsible party;
3. Required resources;
4. Scheduled start and end date;
5. Budget;
6. Activities, which must be completed prior to start;
7. Activities dependent on completion; and

8. Result.

The Plan shall include a Work Breakdown Structure (WBS) with the following four (4) characteristics:

- Status/completion is measurable;
- Start/end event are clearly defined;
- Time/cost is easily estimated; and
- Activity duration is within acceptable limits.

Deliverables:

- Implementation Plan
- Implementation timeline using Work Breakdown Structure (WBS)

6. ANALYZE PLANNED CAPITAL AND SERVICE PROJECTS

The Consultant will analyze planned capital and service projects. Currently planned Capital and Service Projects include:

- Radio Equipment and Infrastructure Upgrade Project;
- Fare Increase for County Express Services and Medical Shopping Assistance Program;
- New Demand Response Dispatch Software;
- Replacement Fareboxes; and
- Dial-A-Ride Taxi Voucher Program.

Deliverables:

- Analyze capital and service projects

7. IDENTIFY CURRENT AND POTENTIAL HIGH-QUALITY TRANSIT CORRIDORS

The San Benito County Transit Plan shall build toward achieving a long term vision for public transportation in San Benito County. The Consultant shall examine how the county is expected to grow over time, where development is likely to occur, and how expanded transit service in the right places could encourage and support economic development for the County, and based on its analysis, the Consultant shall identify current and potential high-quality transit corridors.

Working closely with LTA staff and management, the Consultant shall develop specific criteria related to existing demands, forecast future conditions, and long-term objectives to rank potential corridors according to how well high-quality transit in those corridors would help meet demand and support the County's goals.

Deliverables:

- Identify and map high-quality transit corridors

8. DEVELOP PERFORMANCE MEASURES THAT MEET THE REQUIREMENTS OF MAP-21;

The Moving Ahead for Progress in the 21st Century Act (Map-21) was signed into law by President Obama on July 6, 2012. The MAP-21 legislation integrates performance into many federal transportation programs and contains several performance elements. It establishes a performance-based planning process that requires Metropolitan Planning Organizations and states to "develop transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning."

Map-21 Performance Measurement Provisions include:

- Establish transparent, accountable, decision-making framework to identify multimodal capital investments and project priorities.
- Emphasize sound multimodal planning processes.

With the passage of MAP-21, rural area formula funds increased by 29%. Funding for the rural program is based on a formula that uses land area, population, including the number of low-income individuals residing in rural areas, and the provision of transit service.

As part of the Transit plan for San Benito County LTA, The Consultant shall develop performance measures that meet the requirements of MAP-21, ensuring that funding remains available through this legislature.

Deliverables:

- Develop performance measures that meet the requirements of MAP-21

9. PROVIDE RECOMMENDATIONS FOR THE IDENTIFIED SCENARIOS AND IDENTIFY IMPACTS TO MINORITY AND/OR LOW-INCOME POPULATIONS

The Plan shall provide solid solutions, which is important to securing funding, while being flexible enough to adapt to changing economic, environmental, social, and demographic changes. While no one can predict the future, scenarios can be used to encase the future. As the Consultant develops the alternatives and financial plan for the LRTP, it shall design the recommendations around a minimum of three (3) scenarios:

1. Low funding levels creating a need to decrease service level, with recommended decreases in service that will have the least impact to riders;
2. Current funding levels with limited growth and funding opportunities; and
3. Expanding growth and financial resources, including recommendations for increased or reinstated services in order of priority.

The plan shall create a matrix that examines how the San Benito County Local Transit Authority (LTA) will adapt to situations such as "expanded growth" (scenario 3) under "low funding levels" (scenario 1) conditions. Through the use of scenarios, LTA will have the flexibility to adapt the SRTP and LRTP to new, unexpected, and ever-changing conditions. Each scenario in the Plan shall address:

- Funding Variables,
- Population Shifts and Growth,
- Economic Development,
- Environmental Quality, and
- Infrastructure Changes.

Three (3) potential market segments shall be built:

- Those who are transit dependent or semi-dependent;
- Those with a preference to use public transportation; and
- Those who would use public transportation if it met their needs.

For each segment, the impact and opportunities for each scenario shall be analyzed.

For individuals who rely of public transportation for most or all of their mobility needs, the Consultant shall explore options for providing essential mobility alternatives within constrained budgets and expanding options if funding is available.

For those individuals who have a preference or propensity to use public transportation, the goal will be to understand how San Benito County LTA could meet their specific flexibility, time, connectivity, and value preferences and increase the likelihood of using the service.

Deliverables:

- Provide recommendation for the identified scenarios and identify impacts to minorities and/or low-income populations

10. DEVELOP GUIDANCE AND SET OF LONG-TERM GOALS FOR LTA TO ACHIEVE IN TERMS OF SYSTEM PERFORMANCE, SERVICE LEVELS AND TECHNOLOGY

The main focus of the Long-Range portion of the Transit Plan is to "establish goals and projects for transit growth which connects land use and transportation strategies." The LRTP shall also meet legal mandates for planning and programming set by SB 375." The Consultant shall assist LTA in developing guidance and a set of long-term goals for LTA to achieve in terms of system performance, service levels and technology.

Selecting, adopting, and implementing quantifiable, non-ambiguous goals and objectives are crucial elements of the planning process. These goals and objectives define the direction that public transportation in San Benito County will take in both the near- and long-term future.

Goals, objectives, and performance standards constitute a Performance Measurement System:

- **Goals** are statements that qualify the desired results.
- **Objectives** provide quantifiable measures of the goals.
- **Standards** set quantifiable targets for achieving the goals.

In updating the Performance Measurement System, the Consultant shall examine and discuss how the selected goals, objectives, and measures adapt to San Benito County's specific situation. Taking convenience and economy of service along with regional and community planning as a point of departure, the Consultant shall analyze the system's current performance. The Consultant shall work closely with LTA and stakeholders to revise the goals, objectives, and performance measures.

The Consultant suggests a strategic planning workshop or visioning session with LTA's management and board, designed for agencies that are responsible for providing public transportation in both regional and rural settings, similar to workshops previously conducted with the San Luis Obispo Regional Transit Authority and the Tuolumne County Transportation Commission. The LTA workshop would be structured to

- Articulate and/or redefine the mission and purpose of public transportation and LTA;
- Picture a Strategic Vision of public transportation in San Benito County; and
- Specify core values.

The major elements the Consultant shall consider when developing the Performance Measurement System are:

- **Mission and Purpose:** The Consultant shall ensure that LTA's mission statement effectively communicates its core ideology and visionary goals. A clear mission statement consists of the following two (2) elements:
 - ✓ **Attainability:** The Consultant shall assess actual performance to stated standards and compare to peer services. The Consultant shall highlight variations and reasons for the variances. The Performance Measurement System should be reasonable for LTA to meet within its current or proposed operational environment and be indicative of the level and quality of service determined by the mission, goals, and objectives. The Consultant shall also examine the reasons why LTA is or is not meeting the prescribed standards.
 - ✓ **Measurability:** To be useful, actual performance must be regularly tracked to standards. If a measure cannot be readily determined and reported, it cannot be monitored. The Consultant shall validate the reporting of key measures used in the performance system for accuracy and consistency.
 - Measures and standards are useful only to the degree that they are monitored. Monitoring of frequencies and methods shall be reviewed, and issues related to monitoring will be addressed. The Consultant's interim report shall identify areas where performance exceeds the established standard as well as areas where performance is lower than the standard.

- Any recommended adjustments to the goals, objectives, and/or standards shall be discussed with LTA management.

Deliverables:

- Set near-term and long-term goals, objectives, and quantifiable performance measures

11. PREPARE PUBLIC OUTREACH COMPONENT

The Consultant shall use a traditional public meeting approach to the public outreach aspect of the study; however, the Consultant shall infuse it with a unique, enriched public outreach approach. The public outreach component will be guided by the community's articulated vision for a comprehensive transit system, with the LTA as the primary lead in ensuring the public's participation at workshops. The Consultant's traditional approach shall include three (3) public meetings:

- Introductory meeting to garner public input;
- Mid-project meeting to develop options; and
- Final meeting to collect public input regarding the selected option.

The Consultant shall work with LTA to develop a comprehensive list of key transit stakeholders for this study. The role of the key stakeholders will be to inform the study by providing their perspective thoughts about needs, areas of concern, and opportunities as it relates to transit within San Benito County.

The meeting formats, plans, and agendas shall be developed to facilitate discussion and collaboration on project goals, opportunities, and constraints.

Public Open House meetings will offer an opportunity for the public at large to learn about the project and provide input on the project's goals, objectives, and impacts to the community. The Consultant anticipates an open forum meeting where the public can meet individually with LTA staff and the project team to ask questions and provide input. The Consultant shall design the meetings and develop a facilitation plan as well as any necessary presentation and communication materials. In addition, the Consultant shall publicize the meetings (including electronic distribution of meeting notifications, phone calls, and news releases), handle all meeting logistics including room layout and setup, and document the meeting including a meeting synopsis, a comprehensive recap of stakeholder comments, and photographs.

In addition to three (3) public meetings, the Consultant will take an approach to public outreach that stimulates and excites. The Consultant will "take the show on the road." At a minimum, the Consultant shall conduct separate public outreach activities at major attraction points within the County, such as fairs, shopping centers, etc.

The Consultant shall work with LTA staff and the project team to determine the most appropriate meeting formats and group exercises based on meeting objectives.

An interactive project website will serve as the focal point for all project information. The website will provide up-to-date information and photos of the project.

Deliverables:

- Three in-person public meetings in Hollister, CA
- Meeting formats, plans, and agendas, presentation materials, news releases, meeting synopsis, stakeholder comments, and photographs.

12. DEVELOP A TRANSIT MARKETING PLAN FOR COUNTY EXPRESS

The Consultant will develop a Transit Marketing Plan for County Express, based on an annual marketing budget of less than \$10,000. Consultant's marketing approach employs a strategic marketing management and control methodology. This approach provides five (5) crucial benefits:

1. **Biggest bang for the buck** by effectively allocating funds and resources to effectively stretch LTA's marketing budget;
2. **Flexibility to meet changing objectives** through correctly setting strategic priorities;
3. **Leveraging of marketing dollars** to accomplish more with less by integrating efforts;
4. **Continuous improvement in the marketing program** by systematic evaluation of all strategies, tactics, and programs; and
5. **Brand-name recognition** for County Express and the transportation services provided by Jovenes de Antaño .

A coordinated approach, which prioritizes marketing efforts and ensures each project, program, or campaign builds on the other, will allow the LTA to implement the desired improvements in the most efficient and effective way. A formal strategic marketing plan will take LTA's marketing efforts to a new level. The plan shall focus marketing efforts on achieving results:

- Increased ridership,
- Wider usage by non-traditional riders, and
- Enhanced public support.

Creating an effective marketing plan doesn't happen by chance. It requires a process or road map and starts with goals and objectives. The Consultant shall develop a marketing plan that outlines the process, road map, goals and objectives.

The proposed Marketing Plan and service have three (3) overriding goals:

1. Increase satisfaction and ridership frequency among current riders.

The current rider base needs to be informed about the full scope of San Benito County LTA's public transportation offerings and any changes that may affect travel in and around San Benito County. Educating current riders has three definitive benefits:

- I. Retention of the current database;
- II. Expanded use of County Express by current riders as they understand they can travel to more locations using the service; and
- III. Advocacy by current riders who understand the system, to encourage potential riders, who may have different origin-destination pairs, to try the system.

2. Attract new riders and new groups of people.

With the gas prices skyrocketing, opportunities exist to attract people who have never ridden public transportation before to try County Express's extensive route system. The marketing plan will expand beyond the traditional transit-dependent rider base. Youths and seniors are two markets which San Benito County LTA has only begun to tap. The Hispanic community offers another opportunity.

The Consultant will perform focused marketing services to targeted populations, such as youths, that represent strong potential markets for the LTA. For example, many youths are semi-transit dependent, in that they do not yet have either a driver's license or a car. and their opinions regarding public transportation are still forming.

3. Educate the public on how to access existing public transportation.

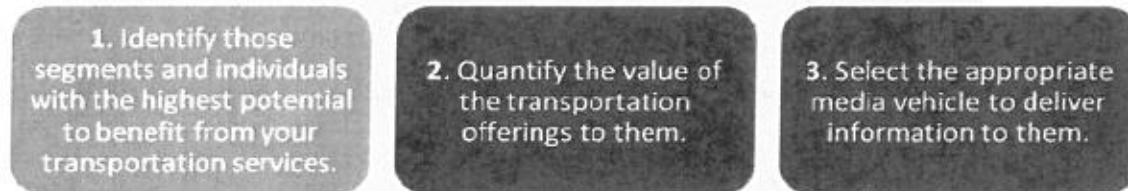
San Benito County LTA's growing public transportation system provides opportunities for residents to use the system in traveling, not only around San Benito County, but also in surrounding areas. Alerting and educating residents about this vast public transportation service will provide new freedoms and opportunities to them.

To be successful in achieving its goals, the Marketing Plan shall need to accomplish three (3) objectives:

1. Focus on the needs and concerns of specific market segments in San Benito County.

Like most public transportation providers, the San Benito County LTA has limited funds to market and promote public transit. Strategic focused marketing will leverage its marketing dollars and provide the highest rate of return.

The heart of the Consultant's focus is *enhancing public transportation in individual communities*, such as Hollister and its surrounding communities. The Consultant shall strengthen San Benito County LTA's marketing resources through a three (3) step process:



Focused marketing will allow San Benito County LTA to reach, create awareness in, and ultimately influence, that group of people most likely to select County Express as a solution to their needs, while using fewer resources and generating greater returns.

2. **Project a constant and consistent branding and positioning identity for San Benito County transit services.**

The brand is the personification of the organization and its services. A successful brand builds relationships and emotional connections with customers, potential customers, community leaders, staff, and the community at large. More importantly, the brand is also the source of promises to customers and determines the customer's expectations.

The *brand identity* and success of San Benito County LTA, as with any transit service, depends on three elements:

- **Planning:** Routing and scheduling that meets the needs of riders;
- **Operations:** Reliable, quality operations; and
- **Marketing.**

When these elements are integrated and complement each other, ridership and community support increase. The Consultant will employ its extensive transit background and familiarity of current trends in transit operations, planning, and marketing to assist the LTA in creating a consistent and realistic brand identity.

3. **Determine and integrate key triggers into all marketing collateral.**

Key triggers are the emotional and tangible elements that will persuade and motivate non-riders to consider a mode switch or motivate current riders to continue using public transportation when their circumstances change. These key triggers are used to align internal and external perceptions with San Benito County LTA service attributes.

The **On-Board Transit Survey** provides an excellent starting point. Uncovering and integrating these key triggers into San Benito County LTA's marketing program will require a thorough knowledge and understanding of service offerings, in addition to the demographic and psychographic profile of the current and potential ridership base.

The Marketing Plan will include the following six (6) elements:

1. **DESCRIPTION OF TARGET MARKET:** Example—students, seniors, and commuters, and the residents of the Cities of Hollister and San Juan Bautista. Further geographic or demographic targeting could be beneficial.
2. **MARKETING GOALS AND OBJECTIVES:** Example—Increase overall ridership by 10% or increase ridership on specific routes or times.
3. **MARKETING STRATEGY:** Increase visibility and awareness of County Express commuter options among targeted populations.
4. **MARKETING TACTICS:** Each strategy needs to be supported by specific *tactics* or *tasks*. Each task shall tie to one (or more) strategies. Examples of tasks or tactics could include
 - Consistent branding imagery, including color, in all collateral materials;
 - Development of holiday shopping promotions;
 - Development and air of three (3) radio spots;
 - Promotion of a Travel Training Program; and
 - Development of a newsletter.
 - Tactics and tasks will be structured to work specifically to achieve LTA's marketing goals.
5. **MARKETING BUDGET:** Set the overall budget for the marketing program and estimate the amount to be allocated to each program. This will allow funds to be reallocated if new opportunities arise or in case of overruns or savings for a particular program. As a rule of thumb, to maintain ridership, the marketing budget should equal three (3) to four (4) percent of the operating budget. To grow ridership a five (5) to six (6) percent budget is more appropriate. However, due to its large percentage of student riders, LTA may find a lower budget acceptable.
6. **EVALUATION METHODS FOR MARKETING PROGRAMS:** Develop methods, including quantifiable standards and measures, to determine the impact that marketing programs have on *ridership* and *awareness*. Riders should be *surveyed* every two (2) to three (3) years to determine rider satisfaction and needed improvements. Surveys can provide valuable insight to improved service and marketing.

Deliverables:

- Marketing Plan that includes the following:
 - Description of Target Markets
 - Marketing Goals and Objectives
 - Marketing Strategy
 - Marketing Tactics
 - Marketing Budget

▪ Evaluation Methods for Marketing Programs

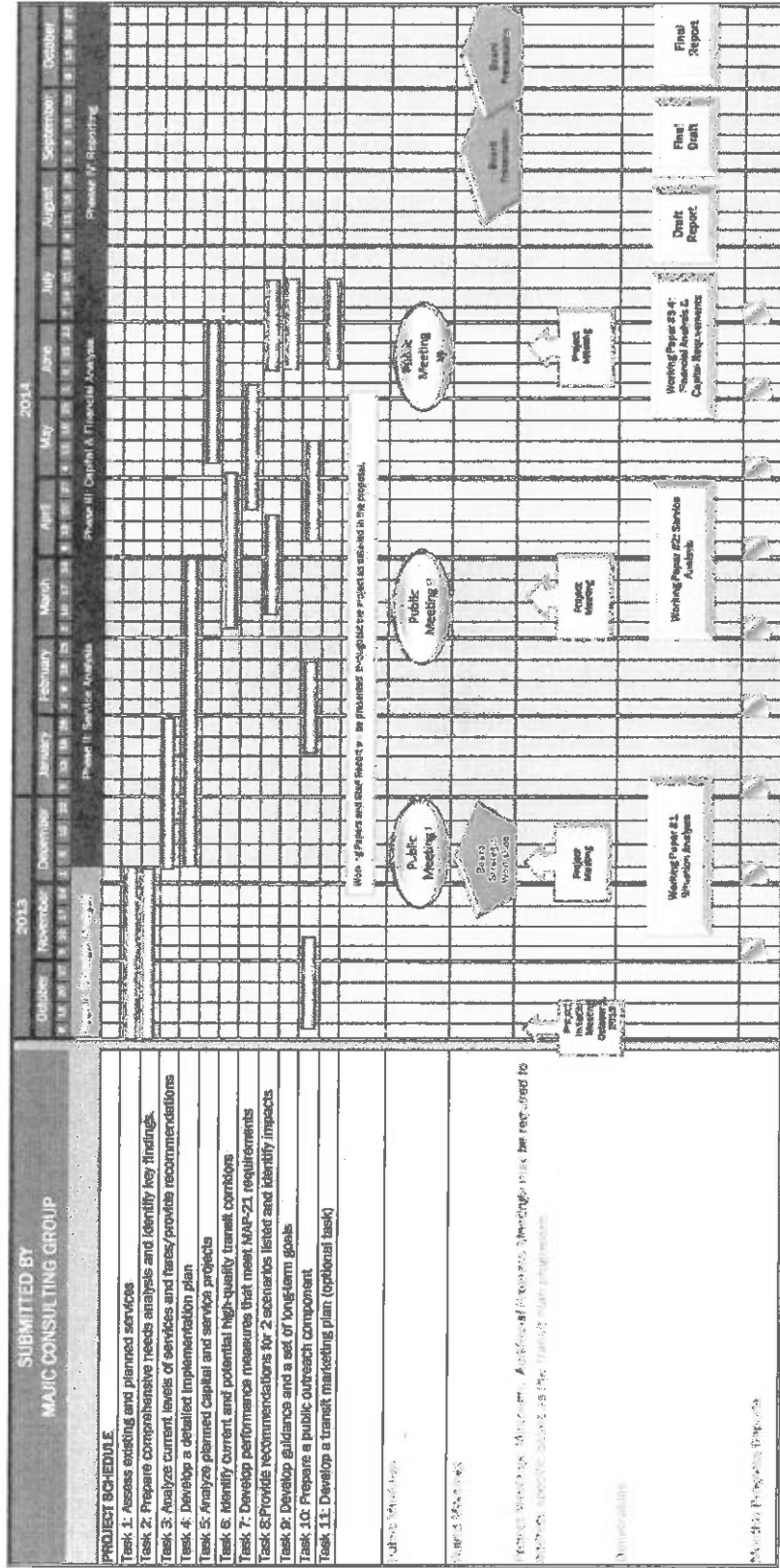
13. TRANSIT PLAN

The Consultant shall submit one electronic Administrative Draft Plan for review by the LTA. Once LTA staff has provided comments on the Administrative Draft, the Consultant shall prepare the Draft Transit Plan, which shall be circulated for public comment. To officially close the project, the Consultant will provide the LTA with a CD containing the final San Benito County Transit Plan in original format (Word, PDF, or any other digital format).

Deliverables:

- One electronic Administrative Draft Transit Plan
- One electronic Draft Transit Plan
- Present Draft Plan to the Social Services Transportation Advisory Council (SSTAC) and LTA Board of Directors
- Presentation materials
- CD with all digital files

San Benito County Local Transportation Authority Transit Plan (Short-Range and Long-Range)



END OF ATTACHMENT A

330 Tres Pinos Road, Suite C7, Hollister, CA 95023
Ph: (831) 637-7665 Fax: (831) 636-4160 www.SanBenitoCountyExpress.org

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONSULTANT at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONSULTANT: (check one)

- ☐ a total lump sum payment of \$_____, or
 - ☒ a total sum not to exceed \$79,981.
- for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify)

- A. CONSULTANT shall invoice monthly based on deliverables completed pursuant to this Contract. CONSULTANT shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONSULTANT. The monthly progress report shall include the following:
 - Description of the tasks in progress or tasks completed
 - Description of the tasks still to be completed
 - Percentage of work still anticipated for each task for the completion of the project
- B. The LTA shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONSULTANT and the LTA.
- C. Travel and Per Diem Reimbursement
Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to the Consultant and its

subconsultant at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

D. The Consultant shall provide services under this contract at the following hourly rates:

		Task 1: Assess existing and planned services																								Task 2: Prepare comprehensive needs analysis and identify key findings																								Task 3: Analyze current levels of services and develop recommendations																								Task 4: Develop a detailed implementation plan																								Task 5: Analyze proposed capital and service projects																								Task 6: Develop current and potential high-quality transit corridors																								Task 7: Develop performance measures that meet MAP-21 requirements																								Task 8: Prepare recommendations for 2 scenarios that address identified impacts																								Task 9: Develop guidance and a set of long-term goals																								Task 10: Prepare a Public Outreach Component																								Task 11: Marketing Plan																								Grand Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
		Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost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END OF ATTACHMENT B

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONSULTANT and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONSULTANT's duty to indemnify LTA, CONSULTANT shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming LTA and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONSULTANT shall require all subconsultants performing work under this contract to obtain substantially the identical insurance coverage required of CONSULTANT pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONSULTANT shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONSULTANT shall maintain comprehensive general liability insurance, covering all of CONSULTANT's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONSULTANT shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONSULTANT shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONSULTANT shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONSULTANT elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONSULTANT and prior to any obligations of LTA, CONSULTANT shall file certificates of insurance with LTA, showing that CONSULTANT has in effect the insurance required by this contract. CONSULTANT shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONSULTANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONSULTANT warrants that CONSULTANT's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONSULTANT further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONSULTANT shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONSULTANT shall contractually require that all of CONSULTANT's subconsultants performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONSULTANT or any subconsultant, shall be made available to LTA or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONSULTANT shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONSULTANT shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONSULTANT of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONSULTANT or any subconsultant of CONSULTANT shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONSULTANT, subconsultant, or their agents or employees. CONSULTANT may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONSULTANT, any subconsultant, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONSULTANT.

CONSULTANT and its officers and employees, in the performance of this contract, are independent Consultants in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONSULTANT shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONSULTANT further represents to LTA that CONSULTANT has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this contract, no subconsultant or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONSULTANT shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONSULTANT shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONSULTANT shall immediately notify LTA in the event that CONSULTANT ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONSULTANT without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONSULTANT for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract

administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONSULTANT's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONSULTANT and CONSULTANT's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONSULTANT. CONSULTANT and all of CONSULTANT's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONSULTANT agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONSULTANT as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONSULTANT notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C

ATTACHMENT D

State and Federal Requirements

1. Record Retention/Audits

- A. The Consultant and its subconsultants shall maintain all source documents, books and records connected with their performance of work initiated under this contract for a minimum of three (3) years from the date of final payment from the LTA. The Consultant shall make all such supporting information available for inspection and audit by representatives of the State of California, the Bureau of State Audits, or the Federal Government upon request.
- B. The Consultant and subconsultants shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support, segregate and accumulate the costs of work elements by line item and produce which clearly identify reimbursable costs and other expenditures as identified in Attachment A: Scope of Work of this contract.

2. Disadvantaged Business Enterprise (DBE) Requirements

- A. As mandated by 49 CFR Part 26, the Consultant and subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of any State or FHWA/FTA fund-assisted contract or in the administration of the LTA's DBE program.

3. Non-Discrimination Clause

- A. In the performance of work undertaken herein, the Consultant and subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. The Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. The Consultant and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreement.

- D. The Consultant and subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State of California to investigate compliance with this section.

4. Administrative Procedures

1. The federal administrative procedures set forth in 49 CFR, part 18 apply to this contract and are incorporated herein by reference;
2. The Contract cost principles and procedures set forth in 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. apply to this contract and are incorporated herein by reference
3. The entirety of provisions set forth in Article III, Section 1 of the Master Fund Transfer Agreement between Caltrans and the Council of San Benito County Governments applies to this contract and are incorporated herein by reference.

END OF ATTACHMENT D

ATTACHMENT E FEDERAL CLAUSES

Energy Conservation

For all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding,

contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

For all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products

For all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting

forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. **Termination for Default (Transportation Services)** If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be

paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient's goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon

receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events, which are not the fault of and are beyond the control of contractor, the recipient after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

For all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000), the following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs shall comply with the following requirements:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include this assurance.
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) shall comply with all applicable FTA terms and conditions.

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at

a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and

FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source

may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

END OF ATTACHMENT E

Staff Report

To: Local Transportation Authority
From: Sean Vienna, Transportation Planner Telephone: (831) 637-7665
Date: July 16, 2015
Subject: San Benito County Bus Stop Improvement Plan

Recommendation:

APPROVE Contract between the San Benito County Local Transportation Authority (LTA) and TJKM Transportation Consultants for an amount not to exceed \$64,385 for the San Benito County Local Transportation Authority's Bus Stop Improvement Plan (BSIP).

Summary:

In 2013, the LTA applied for and was awarded grant monies from CalTrans to prepare a Bus Stop Improvement Plan (BSIP). In December of 2014, a Request For Proposals (RFP) was released to obtain a transportation consultant to assist LTA with the formulation of the BSIP. In June of 2015, the consulting team was selected, notified and contract negotiations were initiated. The final draft of the contract is attached (Attachment 1) for approval by the Board.

Financial Considerations:

The Local Transportation Authority was awarded a Federal Transit Act (FTA) Section 5304 transit planning grant in the amount of \$70,000 to prepare a Transit Plan for San Benito County. A local match of \$8,029 was provided in in-kind LTA staff time. The in-kind local match is provided by existing salaries. The grant will fund LTA staff project management and consultant contract fees (which are not to exceed \$64,385).

Background:

In March of 2013, LTA applied for and was eventually awarded the FTA Section 5304 Grant for a Bus Stop Improvement Plan (BSIP). The Bus Stop Improvement Plan will contain a detailed inventory of each bus stop. The inventory will include, at a minimum, the following: signage; presence of transit amenities (i.e. bench, shelter, lighting, etc.); ADA accessibility at bus stop and 1/4 mile to bus stop; walkability; and wheelchair lift area. Once the inventory is completed, stop enhancements would be developed specific to each stop and also the estimated cost. Once the inventory is compiled, the bus stop improvements will be developed for each bus stop to make it more accessible and transit-friendly.

To make the BSIP more user friendly, it will identify priority projects and larger projects will have a phased approach. Having such an approach would allow for inexpensive improvements to be completed. This will allow for more improvements to be completed while the LTA continually seeks additional funds to fund the larger improvements.

The development of the BSIP will take into consideration the LTA's goals and requirements in its Short Range Transit Plan, Long Range Transit Plan, and Transit Design Guidelines (TDG).

Staff Analysis:

The RFP for the Bus Stop Improvement Plan was released in December of 2014. LTA received three (3) different proposals, and the highest ranked team (TJKM Transportation Consultants) was selected and notified in June of 2015. The proposals were evaluated on a scale of 100 points, the points were awarded for the following criteria: Technical Approach, Product, Experience and qualifications of proposer, Proposed personnel, and Cost.

The project is slated to Kick-off at the end of the July 2015 and be completed no later than June of 2016. The proposed enhancements from the BSIP will look to be implemented using Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) monies; being applied for during next year's funding cycle.

Executive Director Review: _____

Counsel Review: Yes

Supporting Attachment: Contract with TJKM Transportation Consultants

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and TJKM Transportation Consultants ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 16, 2015, and end on May 31, 2016 unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, LTA shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- ☒ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:	Contract Administrator for CONTRACTOR:
Name: <u>Mary Gilbert</u>	Name: <u>Nayan Amin, TE</u>
Title: <u>Interim Executive Director</u>	Title: <u>President</u>
Address: <u>330 Tres Pinos Rd., Ste. C-7</u>	Address: <u>4305 Hacienda Drive, Ste. 550</u>
<u>Hollister, CA 95023</u>	<u>Pleasanton, CA 94588-2798</u>
Phone: <u>(831) 637-7665</u>	Phone: <u>(925) 463-0611</u>
Fax: <u>(831) 636-4160</u>	Fax: _____

SIGNATURES:

APPROVED BY LTA:

Jerry Muenzer, Chair

Date: _____

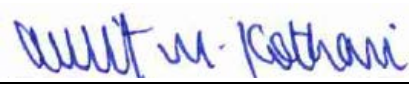
APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Date: _____

APPROVED BY CONTRACTOR:



Name/Title: Amit Kothari, Director of Parking &
Transit 07/01/2015

Date: _____

ATTACHMENT A

Scope of Services

CONTRACTOR for the LTA's benefit shall provide the following professional transportation consulting services to comprehensively study and recommend improvements to amenities and multimodal access for 80 County Express bus stops within the LTA service area.

From project initiation through completion, the CONTRACTOR'S project team will proactively engage the LTA and its project partners. Frequent interaction, including no less than five on-site meetings and additional meetings on an as need basis, upon request of the LTA, monthly written progress memos, and weekly telephone updates will provide the LTA with a thorough understanding of the project's progress and all deliverables.

Task 1: Kickoff Meeting and Project Management

Upon receipt of the LTA's Notice to Proceed, the CONTRACTOR will meet with the LTA Project Manager and other appropriate LTA and City of Hollister staff to initiate work on the project. Prior to this meeting, CONTRACTOR will have identified materials desired for the initial work on the study including accessible data such as aerial photos, right of way, LTA bus ridecheck data, County geographic information systems (GIS) data, bicycle/pedestrian count data and other bus stop evaluation studies. This task will include formatting LTA-supplied materials as needed to prepare working base/composite maps for bus stops within the San Benito County Express system, including all Fixed Route and Intercounty bus stops. Maps would include aerials and any planned infrastructure improvement projects.

CONTRACTOR will provide regular progress reports, at least once a month, to the LTA's project manager. These reports will include adherence to budget and schedule, as well as progress of tasks. CONTRACTOR utilizes an in-house budget tracking system called Vision that provides weekly budget reports. The CONTRACTOR'S Project Manager, Mr. Amit Kothari, T.E., will prepare agendas and minutes for all required meetings, as well as facilitate public and Agency operator workshops. The Project's Principal-in-Charge, Mr. Nayan Amin,

T.E., will provide additional assistance as needed. Both engineers have had extensive experience in public presentations.

Task 1 Deliverables

- ⇒ Regular monthly progress reports of items accomplished, upcoming plans, and budget and schedule adherence, to accompany monthly invoices.
- ⇒ Weekly progress reports to the LTA Project Manager.
- ⇒ Agendas for and minutes of kickoff and other required meetings.

Task 2 – Bus Stop Inventory and Amenity Documentation

This task primarily consists of conducting engineering fieldwork to inventory all 80 bus stops in the County Express system, including all Fixed Route and Intercounty bus stops. The goal of this task is to provide sufficient engineering detail so as to enable application for future capital grants to construct recommended bus stop improvements, including for pedestrian and bicycle access. At each bus stop, CONTRACTOR will at a minimum document the following elements:

- Presence of signage, bench, shelter, garbage can, and/or pedestrian level lighting
- Condition of signage, bench, shelter, garbage can, and/or pedestrian level lighting
- ADA accessibility at the bus stop and within 1/4-mile to bus stop
- Walkability to the stop within 1/4-mile
- Site photos of each bus stop

In addition to minimum inventory requirements, CONTRACTOR will document other elements that LTA staff may find useful, including:

- Continuity and condition of sidewalk
- Presence of ADA-compliant level landings at the stop
- ADA compliance of nearby wheelchair ramps and nearby driveway curb cuts
- Presence and condition of concrete bus pads
- Presence and condition of route/system maps
- Stop ridership (assumes LTA-provided available ridecheck and boarding/alighting data)

Under this task, CONTRACTOR will first identify desired materials including accessible data

such as aerial photos, LTA bus stop guidelines, manufacturers' information (bus shelters, electronic signs, etc.). Current LTA bus stop guidelines include design standards from benches to shelters to ADA curb ramps at each bus stop. CONTRACTOR will format aerials as needed to prepare working base/composite maps for each bus stop improvement location.

During the field review of the bus stops, CONTRACTOR will take photos and measurements; assess existing bus stop amenities and equipment; and verify ADA, bicycle, and pedestrian access conditions. CONTRACTOR will work with LTA and local Public Works agencies to identify right-of-way (ROW) information through parcel-level County GIS data and other available information. CONTRACTOR will also field identify other existing bus stop amenities such as pathways, curb cuts, crossing lights, bike corrals, solar shelters, benches, bus signage, shelter lighting, variable information signage, and other amenities, to be verified with LTA staff. This collective fieldwork will result in base drawings for each bus stop location suitable for laying out proposed access improvements.

Task 2 Deliverable

- ⇒ Inventory of 80 bus stops in the County Express system, including stop amenities, in database format usable for LTA staff.

Task 3 – Obtain Public and Operator Input on Bus Stop Improvements

CONTRACTOR will prepare and conduct one public workshop to receive input on bus stop access improvement evaluation criteria and project prioritization. This workshop will be conducted in English and Spanish. CONTRACTOR will use local Spanish translators in consultation with LTA staff. The workshop location will be determined by LTA staff. In addition, the CONTRACTOR Team will prepare and conduct up to two (2) workshops focused on LTA operators and supervisors to obtain their input regarding bus stop access improvement evaluation criteria and ranked projects. As a possible alternate option to one of these workshops, if directed by LTA staff, CONTRACTOR will post bus stop evaluation criteria and potential improvements in the break room or other central location within LTA headquarters, along with

instructions regarding where and how to provide comments, over a 48-hour period, in order to solicit input more effectively from operators and supervisors who work overnight shifts.

For the workshops, CONTRACTOR will provide mounted maps and descriptive boards on assessment criteria in the meeting room for viewing prior to the meetings in an open house format. At the meeting, LTA and CONTRACTOR staff will make introductory remarks, discuss the meeting objectives, and present an overview of the work to date on the LTA bus stop improvement project. Following these preliminaries, attendees will assemble at breakout tables with a list of assessment criteria to discuss needed improvements and their input on rankings. The meetings will wrap up with a concluding plenary session at which the breakout groups will report the results of their discussions and all attendees will be invited to make comments. In the event there are insufficient attendees to conduct breakout sessions, the same exercises will be performed with the group as a whole. The breakout group comments, written on tear-off easel pad sheets and/or given verbally, as well as all the comments made during the general session of each meeting will be recorded and then summarized in memoranda form with verbatim record of comments in an attachment.

CONTRACTOR will additionally develop and administer an on-board survey for purposes of obtaining rider input on individual bus stops and their amenities. CONTRACTOR will review the content of such surveys and the extent to which they are employed with LTA staff prior to survey administration.

Task 3 Deliverables

- ⇒ Conduct one public workshop and two LTA operator workshops to engage the community representatives and local jurisdiction staff.
- ⇒ Document group and individual comments recorded at each workshop in a draft memorandum for LTA review and records, followed by a final memorandum.
- ⇒ Development and administration of on-board surveys in consultation with LTA staff.

Task 4 – Develop Bus Stop Improvement Project Designs and Cost Estimates

Under this task, CONTRACTOR will develop concept plans at all 80 bus stops with a goal of improving bus stop amenities, cycling and pedestrian levels of service, and corridor design amenities so as to meet or exceed LTA performance targets. Such improvements may include installing benches or shelters, bus system information kiosks, closure of bicycle facility gaps, dedicated bicycle lanes, bulb outs (curb extensions), connecting sidewalk, landscaping, pedestrian crossings, and enhancement of crosswalk visibility along with signage improvements. Concept designs will also prioritize disabled riders' access to transit and also stops located in minority census tracts with high bus ridership. Improvement priority will therefore depend in large part on available LTA route ridecheck and boarding/alighting data.

The concept plans will be scaled and prepared with due consideration for treatment of pedestrian facilities; width, placement, and temporal designation of bicycling lanes; and bus stop, sidewalk, and travel lane widths. Linkages for pedestrians and bicyclists will be identified, as well as ADA access improvement opportunities. The plans will include evaluating feasibility of enhancing bus stop amenities including but not limited to pathways, curb cuts, traffic signal crossings, bicycle corrals, solar-powered shelters, bus stop lighting, electronic information signage, and benches. Preliminary cost estimates based on current construction rates for each proposed amenity and labor will accompany each concept plan.

Criteria to be considered as part of the recommended improvements for each bus stop shall include projected rider usage, location, aesthetics, City and County zoning specifications, and other considerations to be discussed with LTA staff. A priority bus stop improvement list will be developed in consultation with LTA staff, sensitive to available funding scenarios.

CONTRACTOR will prepare preliminary concept plans and estimates for all County Express bus stops for LTA staff review. Following LTA staff input on the preliminary concept plans,

CONTRACTOR will prepare final concept plans and cost estimates for each bus stop improvement project.

Task 4 Deliverables

- ⇒ Base drawings for all 80 bus stops.
- ⇒ Preliminary concept drawings for bus stop improvements for LTA staff review.
- ⇒ Criteria for bus stop improvement priority in consultation with LTA staff.
- ⇒ Prioritized improvements according to funding scenarios.
- ⇒ Draft/Final BSIP.

Task 5: Geographic Information Systems (GIS) Database of Bus Stops and Amenities

CONTRACTOR will furnish a unified GIS-based database of systemwide bus stops and their amenities. This will require coordination with local County and City agencies within San Benito County to acquire related GIS layers including roadways and transit lines. Of particular use will be County GIS data at the parcel and street centerline levels that can be used to cross check and ensure accuracy of spatial location coordinate information for each bus stop. CONTRACTOR will identify GIS needs with LTA staff before proceeding with this task.

CONTRACTOR will furnish a draft GIS database for LTA staff review that once accepted can be used as a basis for staff to track inventory and maintenance of the bus stops systemwide. TJKM will address any staff comments into a final GIS database for LTA staff use.

Task 5 Deliverable

- ⇒ Unified GIS database inventory of systemwide LTA bus stops with amenities (draft and final versions).

Task 6: Technical Advisory and Board Meetings

Under this task, CONTRACTOR will present the draft BSIP at up to one Technical Advisory Committee (TAC) and one Local Transportation Authority Board meeting. CONTRACTOR

[illegible]

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONTRACTOR: *(check one)*

- ☐ a total lump sum payment of \$ _____, or
- ☒ a total sum not to exceed \$ 65,338.00.

For services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:

CONTRACTOR shall invoice the LTA monthly, based on the hourly rates set forth in Attachment B-1 to this contract. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONTRACTOR.

The cost of Spanish translation services for the transit website, materials/media, and Development of Recommendations for Future Service and Needs chapter will be determined, based on the final production of materials, and will be billed to the LTA at actual cost without markup. The costs of Spanish translation services shall not exceed \$1,000.00 for the duration of the contract.

Attachment B-1 BUDGET CHART

TJKM Transportation Consultants												
Consultant	N. Amin	A. Kothari	C. Kinzel	Patel/Liao	A. Chen	A. Rajagopalan					TOTALS	
Title	Principal	PM	QA/QC	Director	Task Leader	Sr. Engineer	Asst. Engrs	Graphics	Clerical			
Hourly Rate	\$ 210.00	\$ 200.00	\$ 230.00	\$ 200.00	\$ 110.00	\$ 125.00	\$ 105.00	\$ 100.00	\$ 80.00			
TASKS											Hours by Task	Cost by Task
Task 1: Kickoff Meeting and Project Management		16		6						22	\$ 4,400	
Task 2: Bus Stop Inventory and Amenity Documentation		10				10	84			104	\$ 12,070	
Task 3: Obtain Public & Operator Input		8			12		24	8	10	62	\$ 7,040	
Task 4: Develop Bus Stop Improvement Designs & Estimates	3	32	3	14			120	16	16	204	\$ 26,000	
Task 5: GIS Database of Bus Stops and Amenities		16				20	40			76	\$ 9,600	
Task 6: Technical Advisory/Board Meetings		16		6						22	\$ 4,400	
Sub-total	3	98	3	26	32	10	268	24	26	490	\$ 63,510	
DIRECT EXPENSES - TJKM												Cost
Mileage										1.500	\$ 825	
Sub-total											\$ 825	
TOTAL												\$ 64,335

**ATTACHMENT C
General Terms and Conditions**

C-1. INDEMNIFICATION.

CONTRACTOR and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify LTA, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's

operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of LTA, CONTRACTOR shall file certificates of insurance with LTA, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONTRACTOR further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to LTA or its authorized representative, Federal Transit Administration (FTA), or any duly authorized representative of the Federal Government or officials of the State

of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to LTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole

discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

C-30. FINANCIAL PENALTY.

In the event any critical project milestone is not attained as agreed upon at the project initiation meeting, TJKM Transportation Consultants will pay the LTA a financial penalty equal to two hundred dollars (\$200.00) for every "late day" incurred.

END OF ATTACHMENT C.

Staff Report

To: Local Transportation Authority
From: Sean Vienna, Transportation Planner Telephone: (831) 637-7665
Date: July 16, 2015
Subject: County Express Service to San Benito County Fair

Recommendation:

AUTHORIZE County Express Shuttle Service to the San Benito County Fair.

Summary:

The Local Transportation Authority provided a shuttle service to the County Fair in 2013 and 2014. The County Fair will be held October 1 through October 4, 2015 and staff is proposing to offer a shuttle service for fair attendees.

Financial Considerations:

The financial impact for this service is approximately \$1,055.

Background:

The San Benito County Fair is scheduled October 1 through October 4, 2015. Staff is asking for the Board to authorize shuttle service to the fair on those dates. Staff will work with the San Benito County Fair Staff to select an appropriate schedule and stop locations.

Staff Analysis:

The shuttle service would operate beginning at 9:30 A.M., with the last pick up at the County Fairgrounds at 6:00 P.M. The bus will enter the fairgrounds via Gate 1, on the north side of Bolado Park, and drop the attendees off. The bus will then take the west side service road, south and east, to exit at Gate 3. Staff anticipates the bus to arrive every hour. Staff is still working out details with San Benito County Fair on logistics. If approved, this would be the third year the Local Transportation Authority will be providing this service.

The additional shuttle service would allow the Local Transportation Authority to market its services to residents who are not familiar with County Express to try transit. Often, a person does not try transit because they do not understand how the system works or are afraid of something new. The shuttle service would provide them an opportunity to familiarize themselves to the vehicle, driver, and service levels. The driver on the vehicle would have service brochures on hand to provide attendees.

Staff does not recommend charging a fare for the service. Parking at the Fair is \$5.00 per vehicle. A family of two adults and children would pay \$7.00 in bus fares for a round trip; making it financially unreasonable for the family to take the shuttle service. By not charging a fare or having a third party pay for the service, the agency is exempt from Charter Bus regulations (49 CFR Section 604).

In addition to the marketing potential, the shuttle service would be a positive impact to the County Fair. The shuttle service has the potential to:

- Bring more attendees
Individuals without personal vehicles will be able to ride the shuttle to the County Fair, increasing the number of potential customers for vendors and sales tax generation.
- Reduce Congestion
Alleviate the crowded parking situation on the fairgrounds. In past years, attendees begin illegally parked their vehicles on the side of the road once the parking lot was full.

After the shuttle services were provided in 2013, staff learned areas in which the shuttle service could be improved upon. This included recommendations to increase marketing efforts and the services and will work on the

- Increase of marketing shuttle services
- Utilization of a simple ridership survey to generate more data

After the fair, a staff report on the ridership will be presented to the Board of Directors.

Executive Director Review:_____

Counsel Review: N/A