



**BOARD MEETING AGENDA
4:00 p.m., Regular Meeting
Thursday, October 20, 2011
Vallejo Council Chambers**

Public Comment: Pursuant to the Brown Act, the public has an opportunity to speak on any matter on the agenda or, for matters not on the agenda, issues within the subject matter jurisdiction of the agency. Comments are limited to no more than 3 minutes per speaker unless modified by the Board Chair, Gov't Code § 54954.3(a). By law, no action may be taken on any item raised during the public comment period (Agenda Item IV) although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the agency.

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Staff Reports: Staff reports are available for inspection at the SolTrans office, during regular business hours, 8:00 a.m. to 5:00 p.m., Monday-Friday. You may also contact the Clerk of the Board via email at suzanne@soltransride.com.

Supplemental Reports: Any reports or other materials that are issued after the agenda has been distributed may be reviewed by contacting the SolTrans Clerk of the Board and copies of any such supplemental materials will be available on the table at the entry to the meeting room.

Agenda Times: Times set forth on the agenda are estimates. Items may be heard before or after the times shown.

ITEM

BOARD/STAFF PERSON

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE
(4:00 – 4:05 p.m.)

Osby Davis, Mayor
City of Vallejo

II. CONFIRM QUORUM/ STATEMENT OF CONFLICT

Suzanne Fredriksen
Interim Clerk of the Board

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; (3) leave the room until after the decision has been made. Cal. Gov't Code § 87200.

SOLTRANS BOARD MEMBERS

Elizabeth Patterson	Mike Ioakimedes	Osby Davis	Erin Hannigan	Jim Spering	Harry Price
City of Benicia	City of Benicia	City of Vallejo	City of Vallejo	MTC Representative	STA Ex-Officio
Alternate Board Member Mark Hughes		Alternate Board Member Stephanie Gomes			

III. APPROVAL OF AGENDA

IV. OPPORTUNITY FOR PUBLIC COMMENT

(4:05 – 4:10 p.m.)

V. COMMENTS FROM STAFF

(4:10 – 4:20 p.m.)

1. Report from the Executive Director
2. SolTrans Start-up Report - October

Jim McElroy
John Harris

VI. CONSENT CALENDAR

Recommendation:

Approve the following consent items in one motion.

(Note: Items under consent calendar may be removed for separate discussion.)

(4:20 – 4:25 p.m.)

A. Meeting Minutes of September 15, 2011

Recommendation:

Approve the meeting minutes of September 15, 2011.

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Suzanne Fredriksen,
Interim Clerk of the Board

B. Recommendation on Transition of City of Vallejo Employees

Recommendation:

Direct the Interim Executive Director to accept the City of Vallejo (COV) offer to retain the two current COV employees within the COV employment system at a cost of actual salary plus actual benefits until such time as SolTrans establishes its own employment capabilities and can transfer the two current COV employees to SolTrans employment.

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Jim McElroy,
Interim Executive Director

C. Interim Employer of Record

Recommendation:

Authorize the Executive Director to develop and enter in to an agreement with Solano Transportation Authority (STA), establishing STA as the interim “Employer of Record” for approved SolTrans staff positions including Executive Director, Chief Financial Officer, Administrative Assistant, and Customer Service Representative, with the relationship to remain in place for up to one year or until such time as SolTrans is able to assume the role of “Employer of Record”.

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Jim McElroy,
Interim Executive Director

D. Paratransit Vehicle Agreement from STA

Recommendation:

Authorize the Interim Executive Director to execute a Paratransit Vehicle Agreement with the Solano Transportation Authority.

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Jim McElroy,
Interim Executive Director

E. Operations Report

Recommendation:

Informational.

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Jeanine Wooley,
Director of Operations

VII. ADMINISTRATIVE/FINANCE

A. Authorization to Negotiate Contract Extension with Transit Operations Provider

Recommendation:

Authorize the Interim Executive Director to begin contract negotiations for a one year contract extension with the current transit operations provider.

(4:25 – 4:35 p.m.)

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Jim McElroy,
Interim Executive Director

VIII. PLANNING AND OPERATIONS

A. SRTP Update (Deliverables, Schedule and Status)

- 1. SRTP Ride Check Analysis (Including Demand Response Analysis)**
- 2. SRTP Demand Analysis**
- 3. Updated SRTP Schedule Status**
- 4. Public Surveys and Workshops Status**
- 5. Alternate Service Delivery Options**

Recommendation:

Accept staff's recommendation to include the ride check analysis and the demand analysis in the SRTP.

(4:35 – 4:55 p.m.)

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John Harris,
Special Projects Manager

B. Review of the Transit Component of the Benicia Intermodal Facilities Project

Recommendation:

Informational.

(4:55 – 5:05 p.m.)

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Mike Roberts,
Senior Civil Engineer,
City of Benicia

IX. INFORMATIONAL ITEMS – NO DISCUSSION

A. Implementation of Clipper Program

Informational
(5:05 – 5:15 p.m.)
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Jim McElroy,
Interim Executive Director

X. BOARD MEMBERS COMMENTS

XI. ADJOURNMENT

The next regular meeting of the SolTrans Board is *tentatively* scheduled for **Thursday, November 17, 2011, 4:00 p.m., Benicia Council Chambers.**



DATE: October 12, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Report from the Executive Director

Start Up

With your support, we are making significant progress in getting Soltrans on a good track. I want to express appreciation to the City of Benicia and their staff. An important example is Benicia's development of beautiful and functional transit improvements along Military Avenue which will be presented to you today by City of Benicia Senior Civil Engineer, Mike Roberts. There are many activities going on behind the scenes to affect the final pieces of the transition. Special thanks the leadership and staff at the Cities of Benicia and Vallejo for continuing efforts to facilitate the transition. For example, support from Vallejo Finance Director Deborah Lauchner, Public Works Director David Kleinshmidt, and City Manager Phil Batchelor have helped smooth the transition in many areas including finance and insurance. I anticipate a long and strong working relationship as we must act jointly on many projects going forward.

FTA Grantee Status

Grantee status was awarded by the Federal Transit Administration in September 2011. Soltrans now has roles and responsibilities in programming, applying for, administering, and closing grants awarded through the federal grant process.

Logo Implementation

All of the 21 new hybrid diesel-electric buses now have the Soltrans logo on all four faces. This is a temporary installation while the final scheme designs are completed. Older buses, with shorter lifespan, will get a version of the logo over the next few weeks. As the older fleet is replaced, the new vehicles will get the final paint scheme.

Clipper Program

I have moved this discussion to an information item later in the agenda.

Public Speaking

I was recently invited to speak at the local Vallejo Rotary Club. I had a lot of fun talking about Soltrans in front of a group of local leaders. As time and invitations permit, I will accept any and all opportunities to talk about your accomplishments. We have an ever growing story to tell.

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A. WORK THIS MONTH

SolTrans Staffing

The overhead issue for the two City of Vallejo (COV)/SolTrans employees was resolved on October 4th. COV will not charge overhead for the salary/benefits administration of the two employees pending PERS retirement program implementation for future SolTrans employees.

SolTrans began the recruitment process for its first position, Administrative Assistant, on October 3rd.

SolTrans Marketing, Logo and Brand RFP

SolTrans' marketing consultant, Page Design, delivered design schematics or decals for the SolTrans website, fleet vehicles and MTC's Transit Connectivity Wayfinding Project items (maps, schedules, bus stop signage, fare media) to staff for review.

Short Range Transit Plan (SRTP) Status

At the September meeting, the SolTrans Board accepted staff's recommendation to include the service evaluation report and the interim mission statement in the SRTP. The SolTrans Board also provided specific feedback on the proposed operations plan approach. Since the meeting, staff has reviewed and will recommend acceptance of both the ride check analysis and the demand analysis reports produced by Moore & Associates. Findings from these reports will be used to develop specific operations plan recommendations.

Action on a comprehensive operations plan draft is scheduled for the November SolTrans Board meeting.

MTC Meeting

STA's Executive Director Daryl Halls and SolTrans' Interim Executive Director Jim McElroy, held a preliminary meeting with MTC management staff on September 29th to discuss funding of transitional (start-up) costs for SolTrans. A follow-up meeting with SolTrans Board/MTC Commissioner Jim Spring will be scheduled with MTC Executive Director Steve Heminger.

Financial Services/Human Resources Services Status

Direct fare revenue deposits to SolTrans bank account began on October 3rd. Credit card machines for processing ticket and pass sales are being procured. Target date for operation is no later than November 1st. Once the credit card machines are operational, all fare revenues will be under SolTrans direct management and oversight.

Securing SolTrans FTA Grantee Status

Formal FTA grantee status was established on 9/14/2011. Next steps involve the formal transfer of FTA grants and assets to SolTrans from the City of Benicia and the City of Vallejo (see below).

Coordinating with Benicia and Vallejo

Both the City of Benicia and the City of Vallejo have approved asset transfer agreements. SolTrans has a meeting scheduled with City of Vallejo on October 12th regarding the transfer of specific assets.

B. STANDING CRITICAL PATH GOALS

July through December 2011
<ol style="list-style-type: none">1. Complete transfer of grants/ agreements/contracts/liability policies and capital assets by 9/30 or asap2. Complete SRTP by 12/313. Continue PERS actuarial process4. Begin recruitment process for permanent Executive Director5. Continue efforts to permanently hire SolTrans staff (4.5.FTE)



SOLANO COUNTY TRANSIT

**Draft Board Minutes for Meeting of
September 15, 2011**

I. CLOSED SESSION

There were no matters to report.

II. CALL TO ORDER

Chair Davis called the meeting of the SolTrans Board to order at 4:41 pm. A quorum was confirmed.

MEMBERS

PRESENT:

Osby Davis, Mayor	City of Vallejo, Chair
Elizabeth Patterson, Mayor	City of Benicia, Vice Chair
Mike Ioakimedes, Councilmember	City of Benicia
Jim Sperring, Supervisor, County of Solano	MTC Representative
Harry Price, Mayor, City of Fairfield	Ex-Officio – STA Representative

MEMBERS

ABSENT:

Erin Hannigan, Councilmember	City of Vallejo
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STAFF

PRESENT:

In Alphabetical Order by Last Name:

Greg Anderson	SolTrans Director of Administrative Services
Bernadette Curry	SolTrans Legal Counsel
Michael Eshleman	Moore & Associates, Consultant
Suzanne Fredriksen	SolTrans Interim Clerk of the Board
John Harris	SolTrans Project Manager, Consultant
Jim McElroy	SolTrans Interim Executive Director
Nancy Whelan	SolTrans Interim Chief Financial Officer
Jeanine Wooley	SolTrans Director of Operations

OTHERS

PRESENT:

In Alphabetical Order by Last Name:

Mona Babauta	Fairfield and Suisun Transit
Richard Burnett	MTC Policy Advisory Council
Derik Calhoun	MV Transportation
Cathy Campos	MV Transportation
Lee Harrington	MV Transportation
Jackie Lane	MV Transportation
Liz Niedziela	Solano Transportation Authority

III. CONFIRM QUORUM/STATEMENT OF CONFLICT

A quorum was confirmed by the Clerk of the Board. There was no Statement of Conflict declared at this time.

IV. APPROVAL OF AGENDA

On a motion by Vice Chair Patterson, and a second by Board Member Spering, the SolTrans JPA Board approved the agenda, with the exception to include an amendment to the recommendation of Agenda Item VIII.B, Options for the Transition of City of Vallejo Employees.

V. OPPORTUNITY FOR PUBLIC COMMENT

Richard Burnett, Policy Advisory Council for MTC, mentioned that the recent article in the Times Herald regarding the SolTrans Public Advisory Committee appointment process listed an incorrect contact number for potential applicants in Vallejo. He noted that City of Vallejo staff is working with Times Herald to correct that mistake.

In addition, Richard Burnett expressed interest in learning the time table for SolTrans’ introduction of the Clipper Program. He also stated that MTC would like to see transit agencies cut their overall costs over the next 20-25 years by 10%, and requested that this goal be included in SolTrans’ continued planning process.

Finally, he expressed concerns with regards to Solano 360’s proposal for a new transit facility and the restructuring of SolTrans routes, intercity routes, and local routes.

Chair Davis stated that there will be plenty of time to effectively deal with where SolTrans stands with regards to Solano 360’s proposal in future discussions.

VI. COMMENTS FROM STAFF:

- 1. **Report from the Executive Director**
- 2. **SolTrans Start-up Report - September**
- 3. **Operations Report**

Jim McElroy
 John Harris
 Jeanine Wooley

VII. CONSENT CALENDAR

On a motion by Vice Chair Patterson and a second by Board Member Spering, the SolTrans JPA Board approved Consent Calendar Items A through D.

A. Meeting Minutes of July 21, 2011

Recommendation:

Approve the meeting minutes of July 21, 2011.

B. Budget Status

Recommendation:

Informational.

C. Local Preference Policy

Recommendation:

Accept timeline and process for development of the Local Preference Policy with an expected adoption date scheduled for the December 2011, Board Meeting.

D. Public Advisory Committee Appointments

Recommendation:

Informational.

VIII. ADMINISTRATIVE/FINANCE

A. Funding Request for Transition Costs

Nancy Whelan, SolTrans Chief Financial Officer, stated that SolTrans staff has discussed one-time transitional costs reimbursement with STA staff and they are supportive of the request. She also noted that staff will report back on an additional request that will be made to MTC in the near future.

Public Comments:

None presented.

Board Comments:

None presented.

Recommendation:

Authorize SolTrans to submit a request for funding to STA in the amount of \$395,800 for professional services and interim staff for FY 2011-12.

On a motion by Vice Chair Patterson, and a second by Board Member Sperring, the SolTrans Board unanimously approved the recommendation.

B. Options for the Transition of City of Vallejo Employees

Jim McElroy, SolTrans Interim Executive Director, highlighted a recent meeting with the City Manager of Vallejo, in which the City Manager recognized that the overhead charges associated with administering two City of Vallejo employees were unreasonable. Jim noted that the City Manager subsequently directed City staff to work with SolTrans staff to pursue a reduction in overhead to a reasonable level. Jim stated that as a result of this meeting, staff had revised their recommendation to the Board, as follows:

Authorize staff to negotiate and execute the most advantageous arrangement for temporary salary and benefits administration ~~a less expensive alternative to the current COV arrangement for temporary salary and benefits administration as soon as possible.~~

John Harris, Project Manager, described two additional options for cost savings that the revised recommendation would allow:

1. Temporarily transfer the two employees over as STA employees until the PERS program is approved and in place, which will take 9-12 months.
2. A combination of PARS, to handle the retirement function, and IEDA for health/medical benefits similar to what the City of Vallejo provides.

John noted that both options would take approximately two months to implement, and roughly \$1,500 to administer per month.

Public Comments:

None presented.

Board Comments:

Vice Chair Patterson indicated her approval of the revised recommendation, stating that it was timely and advantageous.

Board Member Spring expressed concern that the revised recommendation would not allow for an exploration of all possible opportunities. He stated that he would prefer to authorize staff to explore the most advantageous arrangement for temporary salary and benefits administration, negotiate a contract, and bring the contract back to the Board for approval.

Chair Davis stated that he was in agreement with Board Member Spring's recommendation.

Board Member Patterson suggested that there is a substantial savings if we obtain the readjustments on the administrative costs as soon as possible. She also recommended that a special meeting be held in the event that a contract is obtained prior to the October Board Meeting.

After discussion and further consideration, the SolTrans Board voted to make a second amendment to the recommendation to read as follows:

Recommendation:

Authorize staff to ~~negotiate and execute~~ *explore the most advantageous arrangement for temporary salary and benefits administration and negotiate a contract to bring back to the Board for approval.*

On a motion by Board Member Spring, and a second by Board Member Ioakimedes, the SolTrans JPA Board approved the recommendation as amended shown above in ~~strikethrough~~ *bold italics.*

C. Regular Meeting Time Change Discussion

Suzanne Fredriksen stated that the regular meeting time change discussion was included in the agenda upon the request of the Board at the July 2011 meeting. She noted that engaging the public was the primary goal and purpose of the discussion, with particular consideration for regional bus riders who may be unable to attend a 4:00 p.m. meeting. In addition to various options listed in the staff report, Suzanne highlighted a suggestion received from Vice Chair Patterson regarding an alternate meeting location in Benicia: the Benicia Veterans Hall. She indicated that a similar alternate meeting location could be explored in Vallejo, as well. She noted that while regional riders may be better served by setting a regular evening meeting schedule, the local transit dependent may experience difficulty getting home from those meetings due to the current transit schedules.

Public Comments:

None presented.

Board Comments:

Vice Chair Patterson suggested that the staff report be so noted, that we continue to get used to operating, and then revisit this discussion closer to the end of the year.

Board Member Spring stated that he would prefer to keep the current regular meeting time. He also proposed that in January, when the annual meeting schedule is adopted, that two evening meetings be scheduled a year in advance for the public that uses the transit system. He noted that the meetings would be advertised well in advance, and transit providers able to prepare for and accommodate riders both to and from the meetings.

Vice Chair Patterson indicated that she would be in support of Board Member Spring's suggestion. She also referenced the success of the Senior Summit, which was handled in a similar fashion with a lot of advertising, and which was very well attended, and extremely productive.

Chair Davis requested that staff provide additional information in January regarding the regular meeting time and the possibility of scheduling two annual evening meetings.

Recommendation:

Provide guidance to staff.

IX. PLANNING AND OPERATIONS

A. SRTP Update (Deliverables and Operations Plan Approach)

John Harris noted the current challenge to develop SolTrans' SRTP by December 31, 2011, which prompted staff to include the service evaluation report and interim mission statement in the recommendation for acceptance by the Board. He stated that while the ride check analysis was also initially included, staff concluded after the second iteration that it is not ready and is pulling that from consideration. He indicated that the ride check analysis would be brought back to the Board in October along with the demand analysis.

Michael Eshleman, Moore & Associates, reviewed a request by the Board in July 2011 regarding a matrix of various service components that would be compiled for review and consideration in the SRTP process. He noted that the matrix included in the Board packet is purely hypothetical and serves as an illustration of what the final matrix may look like. After describing the various columns and rows listed on the sample matrix, Michael requested that the Board provide feedback as to whether any additional components should be added and/or changes made to what is currently included.

Public Comments:

None presented.

Board Comments:

Board Member Sperring requested that the staff ranking column be changed to “Priority 1 - Priority 4” instead of “Tier 1 - Tier 4”, with a brief description of each priority level included in the legend.

Vice Chair Patterson proposed an additional column that describes the nature of the route; for example, choice versus transit dependent.

Board Member Ioakimedes requested an additional column that illustrates the net impact of cutting or eliminating a particular route.

Chair Davis noted that eliminating a route may have a large impact upon the community in ways that are unrelated to cost and ridership numbers. He stated that an example of this might be a route with low ridership, which carries transit dependent students to the Community College. He requested that a column be added to the matrix which describes this level of impact in eliminating/cutting services, in addition to the cost and ridership impact columns which are already listed.

After discussion and further consideration, the SolTrans Board approved the revisions to the interim mission statement requested by Vice Chair Patterson. The interim mission statement will now read as follows:

~~The overall purpose of t~~The SolTrans public transit program is *dedicated* to maximize the efficiency of public transit services utilizing available resources in southern Solano County by improving mobility for residents in its service area while also aiding in improving air quality in the region through the reduction of traffic congestion *and alternative fuel fleet*.

SolTrans shall leverage its resources as a transit provider through the Short Range Transit Plan process in order to provide ~~a level of~~ sustainable local and regional service that meets the needs of southern Solano County residents. ~~In so doing,~~ SolTrans shall ~~use~~ *utilize* this Short Range Transit Plan to improve ~~upon~~ local service, strengthen connections to regional services, collaborate *and coordinate* with other jurisdictions and ~~the~~ *community groups*, and lay the groundwork for future *consolidation of other transit services* ~~expansion into other communities~~ in Solano County.

Recommendation:

Accept staff's recommendation to include the service evaluation report and interim mission statement in the SRTP. Pursuant to final review and approval of ride check analysis, staff will recommend inclusion in the SRTP. Provide feedback on the proposed operations plan approach.

On a motion by Board Member Spring, and a second by Vice Chair Patterson, the SolTrans JPA Board approved the recommendation to include Vice Chair Patterson's requested revisions to the interim mission statement as amended shown above in ~~strike~~ **bold italics**.

X. INFORMATIONAL ITEMS - DISCUSSION

A. Status of Standing Committees

Suzanne Fredriksen highlighted two committees, in addition to the Public Advisory Committee, which the SolTrans Joint Powers Agreement sets forth: the Executive Management Committee and the Technical Advisory Committee. She summarized the progress that is currently being made in establishing these two committees.

XI. BOARD MEMBER COMMENTS

XII. ADJOURNMENT

The meeting was adjourned at 5:20 p.m. The next regular meeting of the SolTrans Board is scheduled for **Thursday, October 20, 2011, 4:00 p.m., Vallejo Council Chambers.**

Attested by:



Suzanne Fredriksen
Interim Clerk of the Board

9/17/2011

Date

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DATE: October 12, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Recommendation on Transition of City of Vallejo Employees

Background:

At your September meeting, staff told the Board that SolTrans would not be able to hire its own employees for at least nine more months; and, transitioning the two current City of Vallejo (COV) employees would therefore be delayed. An obvious option for the two employees would be to retain their employment within the COV system, with reporting assignment to SolTrans, until the transition to SolTrans could be completed. We told the Board that the initial cost proposal from COV for retaining the employees was extraordinarily high and asked that you to allow us to seek a lower cost option. Ultimately, you directed that we return to you at the October Board meeting with a final recommendation.

Discussion:

Subsequent to the last meeting, I communicated with COV Finance Director Deborah Lauchner and City Manager Phil Batchelor. I am pleased to report that, to assist SolTrans in its startup and effect a smooth and timely transition, COV will not charge overhead on top of the base salary rate plus actual benefits. This will be retroactive to the start of the fiscal year.

Fiscal Impact:

Should you accept the COV offer, the cost of housing our two COV transition employees is within the approved 2011-2012 SolTrans Budget. Failure to accept the COV offer potentially adds costs that are not currently budgeted for 2011-2012.

Recommendation:

Direct the Interim Executive Director to accept the City of Vallejo (COV) offer to retain the two current COV employees within the COV employment system at a cost of actual salary plus actual benefits until such time as SolTrans establishes its own employment capabilities and can transfer the two current COV employees to SolTrans employment.

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DATE: October 13, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Interim Employer of Record

Background:

Your board has approved a dedicated staff of 5 ½ employees to be retained through a combination of transfer of staff from City of Vallejo (Vallejo Transit) and recruitment and hiring of new staff. At your September meeting, staff told the Board that SolTrans would not be able to hire its own employees for at least nine more months while the application process to establish the benefit program is completed. In order to run the agency, SolTrans is currently using a combination of interim arrangements that include temporary part-time contracted employees (Executive Director and Chief Financial Officer) through arrangements with the Solano Transportation Authority (STA), two employees retained under the City of Vallejo, and 1 ½ employees from temporary employment agencies. To fill in gaps, I have hired additional temporary employees through a combination of temporary employment agencies and arrangements with STA.

Discussion:

Thanks to your direction, the cooperation of the City of Vallejo (COV) and STA, and the fortunate acquisition of skilled and committed temporary staff, we are able to present a very stable and well organized interim organization. None-the-less, the SolTrans organization needs to move forward with securing permanent staffing. Earlier in this agenda, you reviewed the offer from COV to base the two transferring Vallejo Transit employees. Assuming favorable action, that leaves 3 ½ positions for which there is need to establish a temporary Employer of Record (EoR) for up to one year (until the SolTrans relationship with CalPERS is executed):

Executive Director
Chief Financial Officer
Administrative Assistant/Clerk to the Board
Customer Service Representative (.5 FTE)

In anticipation, I have entered into discussions with STA Executive Director Daryl Halls to consider STA as the temporary EoR. On October 12, 2011, the STA Board favorably acted upon a recommendation to act as temporary EoR for SolTrans. Executive Director Halls and I expect the total administrative overhead fee to not exceed \$1,500 per month, above actual compensation and benefits. STA would hire the employees under the approved STA benefits program and those employees would transition to the approved SolTrans benefits program once approved by the Board and implemented.

Fiscal Impact:

There should be no significant adverse budgetary impacts as this is an attempt to bring the organizational structure into harmony with the approved 2011-2012 Budget. The current mix of temporary and part time employees is difficult to analyze in the context of the approved budget, as STA is currently funding the interim, but part time Executive Director and Chief Financial Officer. One could argue that the administrative overhead charge from STA is not included in the approved 2011-2012 budget, but I would point out that there are already significant offsetting savings through STA providing temporary funding for key costs. As soon as the financial picture for the current fiscal year stabilizes, I will return to the Board with a request for budget adjustments to reflect the actual anticipated expenditures in the current fiscal year. Overall, this action has negligible budgetary impact but failure to act has significant adverse impacts on SolTrans' organizational development and stability.

Recommendation:

Authorize the Executive Director to develop and enter in to an agreement with Solano Transportation Authority (STA), establishing STA as the interim "Employer of Record" for approved SolTrans staff positions including Executive Director, Chief Financial Officer, Administrative Assistant, and Customer Service Representative, with the relationship to remain in place for up to one year or until such time as SolTrans is able to assume the role of "Employer of Record".



DATE: October 7, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Paratransit Vehicle Agreement from STA

Background:

In May 2009, the Solano Transportation Authority (STA) Board approved the dissolution of Solano Paratransit effective July 1, 2009. At that time, the STA no longer managed Paratransit service and the vehicles were designated to be reassigned. STA staff worked with transit staff to identify how to best utilize two vehicles that are required to be utilized in a manner that is consistent with grant requirements that originally funded the vehicles' acquisition. It was determined that these two vehicles would be best utilized by SolTrans.

Discussion:

These two vehicles were purchased with funds from the Federal Transit Administration (FTA) Section 5310 program to serve elderly persons and persons with disabilities. Pursuant to the attached Paratransit Vehicle Agreement, STA will retain ownership of the vehicles but will allow SolTrans to use the vehicles in accordance with the terms of the 5310 grant.

Fiscal Impact:

There is no fiscal impact associated with the execution of this Agreement. The vehicles will be included and maintained as part of the current fleet.

Recommendation:

Authorize the Interim Executive Director to execute a Paratransit Vehicle Agreement with the Solano Transportation Authority.

Attachments:

- A. Paratransit Vehicle Agreement

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**PARATRANSIT VEHICLE AGREEMENT
(SOLANO TRANSPORTATION AUTHORITY—SOLANO COUNTY TRANSIT**

THIS VEHICLE AGREEMENT dated the _____ day of _____, 2011 by and between the SOLANO TRANSPORTATION AUTHORITY, a joint powers authority, (hereinafter called "STA") and the SOLANO COUNTY TRANSIT, a joint power authority, (hereinafter called "SolTrans").

RECITALS

WHEREAS the SolTrans desires to use STA's vehicles and equipment described in the list attached hereto as Schedule "A" (hereinafter collectively called the "equipment"), and

WHEREAS STA owns the equipment and agrees to provide the listed vehicle(s) to SolTrans in order to better assist in the provision of paratransit services throughout Solano County.

AGREEMENT

In mutual consideration for the promises set forth below, the parties hereto agree and covenant as follows:

1. PROVIDE

STA hereby agrees to provide to the SolTrans and the SolTrans hereby agrees to accept from the STA the equipment, together with all accessories, additions, repairs and replacement parts affixed thereto, now or in the future for the term set forth below.

2. TERM

The term of this Agreement shall commence on the date hereof and shall be terminated on that date of the following events first to occur:

- a) That date being thirty (30) days after the SolTrans has delivered to STA written notice of its intention to terminate this Agreement; or
- b) That date being thirty (30) days after STA has delivered to the SolTrans written notice of its intention to terminate this Agreement; or
- c) That date which STA and the SolTrans mutually agree shall be an effective date of termination of this Agreement.

3. FEDERAL TRANSIT ADMINISTRATION REGULATIONS

The Paratransit vehicles which are the subject of this agreement were funded through a grant from the Section 5310 program of the Federal Transit Administration. Specifically see 49 U.S.C. 5310. Federal law requires that both the STA and any sub-agency using the vehicles (the SolTrans) agree to certain provisions that apply to vehicles and, in addition, a series of federally required contract clauses for inclusion in contracts related to federally funded programs. In recognition of the above, SolTrans agrees to terms, conditions and clauses found in the following attachments which are attached hereto and incorporated herein as though set forth in full:

- a. Attachment B: Terms related to Section 5310 funds
- b. Attachment C: Federally required contract clauses

4. ACCEPTANCE

The SolTrans acknowledges that it has inspected the equipment and accepts the equipment as being in a good state of repair, except to the extent that the SolTrans notifies STA in writing within ten (10) days of delivery (manufacturer's latent defects included).

5. USE

The SolTrans shall use the equipment only for the operation of paratransit transit and other services approved by STA. The SolTrans shall observe and adhere to all applicable operating procedures and guidelines, which relate to the use of the equipment.

6. LOCATION

The SolTrans shall cause the equipment to remain situate in the paratransit service area, and the SolTrans shall not remove the equipment from the said paratransit service area without the prior written consent of STA.

7. OWNERSHIP

Title to and ownership of the equipment shall at all times be and remain in the name of STA and the SolTrans shall have no right of property therein, except the right to use the equipment in accordance with the terms of this Vehicle Agreement.

8. REPAIRS

The SolTrans shall maintain and keep the equipment in good condition and repair at no cost to STA and to the satisfaction of STA.

9. INSPECTION

STA shall have the right to inspect the equipment, without prior notice, at all reasonable times during the term of this Vehicle Agreement.

10. ALTERATION

The SolTrans shall not alter or add or allow any other party to alter or add to the equipment in any way without the prior written approval-of STA. Any alterations, or additions to the equipment, which are approved by STA, shall become and remain the property of STA.

11. MOTOR VEHICLE INSPECTION

The SolTrans shall be responsible for ensuring that the equipment is maintained in compliance with California State Law. The SolTrans shall be responsible for ensuring the equipment is submitted for inspections pursuant to the provisions of California Vehicle Code, if so required by said provisions. A copy of the annual CHP report and Preventative Maintenance records will be provided to STA on an annual basis

12. LOSS OR DAMAGE

The SolTrans assumes and shall bear the entire risk of loss or damage to the equipment No loss or damage to the equipment, or any part thereof shall affect or impair any of the obligations

of the SolTrans hereunder, and this Vehicle Agreement shall continue in full force and effect notwithstanding such loss or damage to the equipment. The SolTrans shall insure the equipment according to the laws in force and effect in the State of California and such provisions shall be incorporated into the terms and conditions of this Vehicle Agreement. The SolTrans shall punctually pay all insurance premiums when due in respect of any policies of insurance purchased by it or the operating contractor and the SolTrans shall provide STA with copies of certificates of such insurance policies. In the event of loss or damage of any kind whatsoever to the equipment, the SolTrans shall forthwith comply with the reporting procedures in respect of such loss or damage as established by STA. STA at its sole discretion may either replace the lost or damaged equipment or alternatively direct the SolTrans to repair the damaged equipment, and the SolTrans shall comply with such direction.

13. SURRENDER

Upon the termination of this Vehicle Agreement, the SolTrans shall forthwith return the equipment to STA in good condition and repair, ordinary wear and tear resulting from the proper use of the equipment excepted, and the SolTrans shall, at its cost, return the equipment to STA at a destination designated by STA, and if the SolTrans fails to so deliver the equipment within one (1) week from the termination of this Vehicle Agreement, STA shall have the right to enter upon the premises where the equipment may be, and take possession of and remove it at the SolTrans's expense, all without legal process. The SolTrans covenants that, upon termination of this Vehicle Agreement or upon surrender of the equipment for any other reason:

- a) The equipment shall be in good condition and repair;
- b) The records for mechanical repairs shall accompany each vehicle;
- c) Average tire tread depth for all tire~ shall not be less than 8mm (1 /32"), and;
- d) The SolTrans shall maintain insurance coverage in accordance with the provisions of Section 13 herein during the period of time that the equipment is being transferred to STA, notwithstanding that this Vehicle Agreement may be terminated.

14. LIENS AND CHARGES

The SolTrans shall, at all times, keep the equipment free from all levies, liens and encumbrances whatsoever and shall pay all license fees, registration fees and assessments, charges and taxes, which may be now or hereafter imposed directly upon the ownership, leasing, rent, possession or use of the equipment. If the SolTrans fails to pay any such levies, liens, encumbrances, assessments, charges or taxes, STA may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by USOR on the first day of each month, plus two (2%) percent per annum, shall forthwith be due and payable by the SolTrans to STA. Non-payment of such costs by the SolTrans to STA forthwith upon demand by STA shall be deemed to be a default under this Vehicle Agreement.

15. WARRANTIES

The SolTrans acknowledges that STA makes no warranties, either press or implied, as to any matter whatsoever, including without limiting the generality of the foregoing, the condition of neither the equipment nor its merchantability nor its fitness for any particular purpose.

16. ASSIGNMENT, SUB-LEASE

The SolTrans shall not transfer, deliver up possession of, or sublet the equipment, and the SolTrans's interest in this Vehicle Agreement shall not be assignable by the SolTrans without prior written consent of STA; but nothing herein contained shall prevent STA from assigning, pledging, mortgaging, transferring or otherwise disposing, either in whole or in part, of STA's right hereunder.

17. INDEMNIFICATION; LIABILITY INSURANCE

The SolTrans shall indemnify STA against, and hold STA harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including the costs arising out of, connected with or resulting from the equipment including without limitation the installation, possession, use, operation or return of the equipment or otherwise on account of any personal injury or death or damage to property occasioned by the operation of the said equipment during the term hereby granted.

In addition, during the term of this agreement, SolTrans shall maintain vehicle liability insurance coverage for the vehicles listed in Attachment A, either through and insurance policy or public agency insurance pool, in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage.

18. DEFAULT

Notwithstanding Section 3, the SolTrans covenants and agrees that STA shall have the right to cancel and terminate this Vehicle Agreement forthwith by reason of any one or more of the following events:

- a) If the SolTrans fails to perform any of the terms, conditions, covenants and provisions contained in this Vehicle Agreement which on its part are to be observed and performed.
- b) If the SolTrans uses any equipment included in this Vehicle Agreement unreasonably or abusively resulting in damage to such equipment or an abnormal reduction in the life of the equipment or any part thereof.

19. TERMINATION

Upon the termination of this Agreement, the SolTrans shall forthwith return to STA all items of equipment as referred to herein and the SolTrans shall be liable to STA for damages and costs which STA may sustain by reason of the SolTrans's default of this Vehicle Agreement, including, without limiting the generality of the foregoing, all legal fees and other expenses incurred by STA in attempting to enforce the provisions of this Vehicle Agreement or to recover damages for default under this Vehicle Agreement, or to recover any equipment not forthwith returned by the SolTrans to STA.

20. WAIVER

No covenant or proviso contained in this Vehicle Agreement to be performed by the SolTrans may be waived by STA, except by prior written consent of STA, and any forbearance or indulgence by STA in this regard shall not constitute its waiver of such covenant or proviso to be performed by the SolTrans.

21. TIME OF THE ESSENCE

Time is to be of the essence of this Vehicle Agreement and each and all of its provisions.

22. INTERPRETATION

It is hereby agreed by and between the parties hereto that wherever the singular or masculine is used throughout this Vehicle Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic respectively and vice versa, where the context or the parties hereto so require and in the case where more than one SolTrans is a party hereto, the liability of each SolTrans shall be joint and several. This agreement shall be interpreted as if jointly developed such that its language is not construed against a party for having prepared the document.

23. GOVERNING, LAW

This Vehicle Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

24. EXECUTORS, ADMINISTRATORS AND ASSIGNS

This Vehicle Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

SOLANO TRANSPORTATION AUTHORITY

SOLANO COUNTY TRANSIT

By: _____
DARYL K. HALLS
Executive Director

By: _____
JAMES MCELROY
Interim Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

STA LEGAL COUNSEL

SOLTRANS ATTORNEY

**ATTACHMENT A
LIST OF VEHICLES UNDER THIS AGREEMENT**

MAKE	FUEL	YEAR	VIN#	CAP	LENGTH	BUS #	W/C
Ford	Unlead	2007	1FDXE45S37DB47610	12/2	22	711	RC
Ford	Unlead	2007	1FDXE45S47DB47616	12/2	22	710	RC

ATTACHMENT B
FEDERAL TRANSIT AGENCY—5310 PROGRAM REGULATIONS

USE OF PROJECT EQUIPMENT AND PROPERTY MANAGEMENT

Equipment purchased with Section 5310 funds must be used for the granted purpose described in the application.

In order to be eligible for Section 5310 funding, agencies must provide a minimum of 20 hours of service per week, which may be met by the applicant alone or in coordination with another agency(s). As long as grant related purposes are being met, Section 5310 grantees are encouraged to make equipment available to provide transportation service to other elderly individuals and individuals with disabilities in order to maximize use. Equipment may also serve the transportation needs of the general public on an incidental basis if such service does not interfere with transportation service designed to meet the special needs of elderly individuals and individuals with disabilities. Grantees must comply with the requirements of the Motor Carrier Safety Regulations enforced by the California Highway Patrol. Specific questions regarding these requirements should be referred to the California Highway Patrol Motor Carrier Safety Office. Additionally, Federal guidelines allow agencies to coordinate and assist in providing meal delivery services if these services do not conflict with the provision of transit services or result in a reduction of service to transit passengers.

In those cases where an agency enters into an agreement with another agency(s) for use of the Section 5310 equipment, that agreement must have prior written approval by the State. Under such an agreement, the contractor operates the vehicle(s) on behalf of the Section 5310 recipient and provides transportation to the recipient's clientele as described in the program application. Other uses of the vehicle(s) or equipment are permitted only as long as such uses do not interfere with service to elderly individuals and individuals with disabilities. Control and responsibility for the operation of the vehicle(s) or other equipment must remain with the agency originally granted the equipment.

CERTIFICATE OF TITLE

Grantees are the registered owner of vehicles purchased with Section 5310 funds. Caltrans is the lien holder and holds the Certification of Title. In order to protect the interest of the State and the Federal government, the following language is included in each grantee standard agreement:

"22. At all times, while the PROJECT equipment is in the possession of the Contractor (grantee), the Contractor shall be the registered owner. The Contractor shall not transfer ownership of the PROJECT equipment at any time while this contract is in effect. If the State must take possession of the equipment, as a result of non-compliance with contract terms or by mutual agreement between the State and the agency, the agency shall sign off as registered owner upon the State taking possession of the equipment."

INSURANCE REQUIREMENT COMPLIANCE

The standard agreement requires that each grantee maintain insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage for vehicles seating 20 passengers or less. For vehicles seating more than 20 passengers, the agreement requires \$2,000,000 per occurrence for bodily injury and property damage. Collision and comprehensive coverage must be equal to the cash value of each vehicle and piece of equipment.

Agencies are required to submit a proof of insurance certificate with their quarterly reports. These are reviewed to verify that coverage meets the minimum requirements, vehicles are properly identified, and appropriate clauses have been included. Insurance certificates are maintained in the agency files.

MAINTENANCE

Agencies describe their maintenance plan for the granted equipment within their original program application, which is part of each agency's standard agreement. Language within the standard agreement specifically requires that grantees maintain equipment while it is in their possession. Article 23 of each grantee's standard agreement states that:

"While the project equipment is in the possession or control of the Contractor, the Contractor shall operate and maintain the equipment in accordance with detailed warranty, maintenance and inspection schedules provided by the original and final stage manufacturers. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the project equipment. No alterations (e.g., mechanical changes, painting) may be made to the project equipment in its as-received condition without first receiving written approval from the State."

The Motor Carrier Regulations listed in California Administrative Code Title 13, section 1200 and California Vehicle Code, Section 34501 describes the records that must be maintained by all Section 5310 grantees as "motor carriers" under State law. During the on- site inspection, Headquarter liaisons verify the agencies are maintaining these records.

During the application workshops, applicants are informed that if successful as a grantee they will be required to maintain equipment as recommended by the original and final stage manufacturers. When the vehicle(s) is delivered information is provided from the manufacturer to assist grantees with proper maintenance schedules and guidelines for the vehicle chassis and equipment on the vehicle.

QUARTERLY REPORTS

Each grantee must submit a quarterly report documenting the use of all equipment acquired under the Section 5310 program (Appendix 9). This is discussed with the applicants at the application workshops and specifically outlined in the Standard Agreement. Quarterly reports are to be submitted to Headquarters liaison within 30 days after the close of the calendar quarter (e.g., January — March report due no later than May 1). Agencies are contacted if the report is not received. Each quarterly report form includes:

- Identification of each active Section 5310 vehicle, including service miles, hours and one-way passenger trips.
- Identification of ancillary equipment, (i.e. radios, base stations, cellular phones, computers, etc.).
- Breakdown, by type of client served, of passenger trips per week.
- Description of loss, damage, or major repair to any equipment during the quarter.
- Description of changes in operation during the quarter.
- Date and results of California Highway Patrol's yearly inspection of facility or vehicles.
- Certification that vehicles are covered by the appropriate insurance.
- Certification that equipment is being used for the service for which it was approved, and in accordance with the standard agreement.
- Annual Program Measures

An authorized representative of the agency is required to sign the quarterly report. Problems or concerns noted in the review of quarterly reports are addressed by Headquarters liaison for follow-up with the agency. Where determined necessary, an additional on-site inspection may be scheduled to address or resolve service or equipment issues.

PROGRAM MEASURES

Quarterly reports also capture the required Program Measures as required by law through FTA. These are necessary to measure relevant output, service levels and outcomes for the program. The two measures outlined in the Circular are:

- Gaps in Service Filled
- Ridership

Failure to submit quarterly reports violates the terms and conditions of the grantee's contract and can lead to termination of the project. Non-compliant agencies are not eligible to apply for any projects in the next funding cycle.

DISPOSITION

According to the standards set by the State, disposition of most equipment takes place when the equipment has met its useful life. In some cases, however, equipment may be relinquished by an agency before it has met its useful life. Under the Section 5310 standard agreement, grantees are required to notify Caltrans whenever program equipment is no longer needed or used for grant purposes. Caltrans will attempt to transfer equipment to another Section 5310 recipient if the age, condition, and mileage of the vehicle would make it suitable for transfer, or if Caltrans is aware of a demand for the equipment by other grantees.

USEFUL LIFE

Useful life for vehicles is defined in the scoring criteria as:

Minivans, Modified Vans	100,000 miles or 4 years
Bus Type I, IA, IB, II, III	150,000 miles or 5 years
Bus Type VII	200,000 miles or 7 years
Bus Type VIII	350,000 miles or 10 years

When the useful life of the vehicle has been met, Caltrans notifies the agency by letter releasing the State's interest in the equipment and discontinuing all project monitoring. Any associated communication equipment is released along with the vehicle(s). Other equipment, such as computer hardware or software, will be released when determined appropriate. Agencies are directed, at the time of release, to return the proceeds from the sale of equipment to their transportation program.

TRANSFER OF EQUIPMENT

When equipment purchased with Section 5310 funds is no longer needed by a grantee, staff will attempt to transfer vehicle/equipment to another sub-recipient. Considerations, making this transfer suitable, would be vehicle's age, condition and mileage. Priority in placing the equipment will be given to a recipient:

- taking over the same service to the same clientele;
- serving the same community;
- in the same county or region;
- in the same Caltrans District; or
- elsewhere in the State

Caltrans provides information to a contracted vender who then determines the fair market value of the vehicle.

In the case of a transfer to a current Section 5310 recipient will submit an abbreviated application or "mini-application". This application contains the following information:

- Project Description and Justification for Funding Request (including map of service area);
- Proposed Service and Operating Plan;
- Signed Certifications and Assurances;

If the agency is a former Section 5310 recipient with no standard agreements currently open, a full application must be submitted. Caltrans staff will review applications submitted and the agency demonstrating the greatest need will be awarded the equipment. Once the selection has been made, the necessary paperwork is processed in conjunction with the agency releasing the equipment. The relinquishing agency would be paid by the receiving agency the same local match percentage the original agency paid at the time of purchase once the transfer of the vehicle has occurred, a standard agreement is developed and executed between Caltrans and the receiving eligible agency.

BIENNIAL ON-SITE INSPECTIONS

At least once every two years, staff conducts an on-site inspection of all equipment purchased with Section 5310 funds that is currently under contract. Advanced arrangements are made with the agency to assure that equipment is available for inspection. Computers, mobile radios, base stations, and all other items purchased with Section 5310 funds are also inspected to assure equipment is being used for its intended purpose.

During the agency visit, a "Vehicle Inspection Report" form (Appendix 16) is completed for each vehicle. A visual examination of each vehicle is made and the vehicle odometer reading is recorded. Additionally, a review is made of the agency's vehicle reporting records, (Appendix 17) including the California Highway Patrol inspection reports and the Americans with Disabilities Act Service Provisions and any issues that may pertain to the agency's operation of Section 5310 equipment are discussed. Information obtained during the physical inventory is entered into the Section 5310 database. Reports generated from the database are used to evaluate the performance of individual agencies in comparison to their original service projections. This facilitates early identification and resolution of issues. For future planning purposes, information can also be generated on a statewide level, including equipment usage, types of trips, and clientele served.

Any concerns resulting from the inspection or analysis of data, such as underutilized equipment, safety issues or potential misuse of equipment, are analyzed for follow-up, appropriate action and resolution to ensure program compliance. Removing equipment from a grantee is used as a last resort, after coordination efforts or remedial action are unsuccessful.

In addition to verifying that Section 5310 equipment is being used in compliance with program requirements, the on-site inspection provides Caltrans with an opportunity to assist the agencies any concerns. For example, staff can suggest or assist in identifying potential coordination opportunities to increase vehicle usage. Additionally Caltrans staff can address ongoing problems, such as timely submittal of quarterly reports.

PROJECT CLOSEOUT PROCEDURES

Project closeout is conducted according to the guidelines in FTA Circular 5010.1B, "Grant Management Guidelines."

CLOSEOUT PROCEDURES BETWEEN THE STATE AND THE SUBRECIPIENT

Upon final payment of grant funds associated with a grantee's project, the State immediately disencumbers remaining funds. A final accounting of expended funds is available to the grantee. Any

remaining funds are reprogrammed and allocated to a new project. The appropriate Program of Projects is then amended and forwarded to FTA.

CLOSEOUT PROCEDURES BETWEEN THE STATE AND FTA

The State initiates closeout of the program of projects immediately after all work activities contained in the grant are complete. If a small amount of funds remains in the Program of Projects, the State requests that the funds be de-obligated by FTA and the Grant closed out. The final Financial Status Report is prepared and sent to FTA with a request that the grant be closed.

Audit procedure pursuant to requirements of the single audit act of 1984 is covered in the Office of Management and Budget (OMB) circulars 1-128 rescinded in 2003 to A-133.

The State has annual audits conducted in accordance with OMB Circular A-133. Caltrans has received a waiver from FTA dated September 15, 1993, which states that Section 5310 grantees that obtain their vehicles from the State contract are exempt from the requirement to have an annual audit as required by OMB Circular A-133. As Caltrans handles all financial transactions related to the purchase of Section 5310 vehicles from the State contract, the State's annual audit has been determined to be sufficient. This waiver was granted under the condition that Caltrans continue its monitoring of vehicles to ensure that the needs of the elderly individuals and individuals with disabilities are met, the vehicles are used for approved grant purpose and the vehicles are maintained in good operating condition.

Each applicant is required to submit, at the time of application, audited financial statements and accompanying notes. These financial statements are reviewed to evaluate the fiscal capability of the applicant to implement and operate its proposed project. As stated in the application glossary, an acceptable audit is one with an "unqualified audit opinion," indicating that the agency is in compliance with generally accepted accounting principles. Any other type of opinion, such as "qualified with exceptions," "reportable conditions," "material weaknesses," "noncompliance with grant requirements," will be evaluated on a case-by-case basis and may necessitate review by Caltrans auditors before approval.

A single audit complying with OMB A-128 must be submitted by any public agency receiving more than \$500,000 in Federal assistance. These audits are submitted to the State Controller for review. Once reviewed, these audits and any results are forwarded to the Audits and Investigations Office of Caltrans for additional review and follow-up on any findings.

FTA REPORTING REQUIREMENTS

ANNUAL PROGRAM STATUS REPORT

The Department of Transportation, Division of Mass Transportation, Elderly and Disabled Specialized Transit Program will submit an annual program status to FTA for each active grant once the number of open grants is reduced. Currently, frequent Budget Revisions are submitted reporting changes in grant status. The program status includes updated Program of Projects, revised budget sheets and updated milestones. The annual program status also includes changes in projects from one category to another and adjustments within budget categories.

FINANCIAL STATUS REPORT

The Accounting Service Center provides quarterly financial status reports to the Office of Specialized Transit and Procurement for each active grant. These reports are verified for accuracy against expenditures recorded by the Office of Specialized Transit and Procurement. Annual financial status reports are submitted to FTA electronically in TEAM and accounting provides copies to the Branch Chief.

TITLE VI REPORT

Annually, a listing of all approved applicants for the current cycle indicating the level of Federal funding awarded and a breakdown by percent of the racial and national origin of the persons likely to receive transportation services from the grantee are reported to FTA. For those applicants not approved, a breakdown by percent of the racial and national origin of those persons that would have been likely to receive transportation services from the applicant is provided (Appendix 6).

DBE REPORTS

The Office of Specialized Transit and Procurement provides annual DBE reports to the Transportation Planning Program, which submits one report covering all FTA funds received.
Financial Management

STATE FINANCIAL MANAGEMENT SYSTEMS

The Department of Transportation expends and accounts for grant funds in accordance with State laws and procedures for expending and accounting for its own funds.

FTA PAYMENT PROCEDURE

The Accounting Service Center utilizes the Electronic Clearing House Operation (ECHO) for payment. The Accounting Service Center initiates cash drawdowns when actually needed for immediate disbursement as a result of invoice payment. Cash disbursements and balances are reported quarterly to the Office of Specialized Transit and Procurement on Standard Form 269a. Funds for projects are only drawn down for the sum obligated by FTA and the current available balance for the specific project and are limited to only eligible project costs.

STATE FINANCIAL RECORDS

The Department of Transportation maintains detailed financial reports, supporting documentation, and all records pertinent to each grant. These records are available for review for a period of three years. Records are retained beyond the required three-year period if there are unresolved audit findings, litigation or claims.

LIST OF 5310 APPENDICES

Circular FTA C 9070.1F, Elderly Individual and Individuals with Disabilities Program Guidance and Application Instructions
Mass Transportation Organization Chart, (dated 4/14/2008)
Grant Application and Application Instructions, FFY 2008
Quantitative Scoring Criteria and Project Rating Form, FFY 2008
Call for Projects announcing Federal funds available, (dated January 31, 2008)
Ethnic Breakdown of Approved Grant 051 Recipients for FFY 2007
Power Point presentation and Scoring Reference information
Adoption of the Federal Fiscal Year 2006-07 Federal Transit Administration Section 5310 Elderly and Disabled Persons Transit Program, Dated October 11-12, 2006
Quarterly Report Certification of Use and Condition of Equipment
Federal Fiscal Year 2008 Certifications and Assurances for Federal Transit
California Section 5310 Standard Agreement
Procurement Guidelines for the Purchase of Equipment under the Federal Transit Administration Section 5310 Program, May 2008
Caltrans Director's Policy: "Equal Opportunity"
California Highway Patrol fact sheet: "Small Buses"
Proposed Circular FTA C 4220.1E, Third Party Contracting Requirements
Vehicle Inspection Report / Other Equipment Report
Agency Monitoring

ATTACHMENT C

FEDERAL TRANSIT ADMINISTRATION

Federally Required Contract Clauses

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements---**not required**
5. Seismic Safety Requirements----**not required**
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing---**not required**
9. Pre-Award and Post Delivery Audit Requirements---**not required**
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements---**not required**
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data---**not required**
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are

in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. SCHOOL BUS REQUIREMENTS

**49 U.S.C. 5323(F)
49 CFR Part 605**

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

6. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and sub-recipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA requires the inclusion of these requirements in local government subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator,

the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they 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.

14. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to 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 fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - 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.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been

met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*insert name of grantee*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*insert name of grantee*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of

funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*insert name of grantee*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance

with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

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

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

**49 U.S.C. Part 18
FTA Circular 4220.1E**

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the 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 on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the 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 the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the 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 the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s 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 Government's interest.

If this 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 the 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 the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the 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 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 the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, 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 the Contractor a Notice of Termination specifying the nature of the 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the 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. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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 the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out 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 the 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 the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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 contractor, 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 **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, 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.

23. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

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.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - 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.

24. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing 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 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future

affect construction activities undertaken in the course of the Project. The Contractor agrees to 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language:

Transit Employee Protective Provisions. (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

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 agency's overall goal for DBE participation is __ %. A separate contract goal [**of __ % DBE participation has**] [**has not**] been established for this procurement.

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 DOT-assisted 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 **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** 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. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to award**]:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness]** **[with initial proposals]** **[prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 {insert agency name}. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify {insert agency name}, 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 {insert agency name}.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or sub-recipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In

short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing

Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing

Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the

(insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).



DATE: October 13, 2011
TO: SolTrans Board Meeting
FROM: Jeanine Wooley, Director of Operations
RE: Operations Report

Discussion:

The attached SolTrans Operations report is based upon prior and current operating statistics and remains a work in progress. Staff is working with our contractor, MV Transportation, to streamline reports and address how complaints and on-time performance are captured, recorded, and reported.

As a result of the SRTP, system-wide performance thresholds will be brought to the Board for adoption which will influence the final outcome of the attached report.

Attachment:

- A. SolTrans October 2011 Operations Report

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Solano County Transit (SolTrans) In Development Operations Report October 2011

1. Ridership

Service Type	August 2011	August 2010	2011 YTD	2010 YTD
Local	60,150	66,844	112,505	119,800
Intercity	62,268	50,785	122,604	120,211
Vallejo Paratransit	2,510	1,838	4728	3,608
Benicia Fixed Route	3041	2988	3808	3979
Benicia Paratransit	682	721	1381	1323

2. Service Quality

On Time Performance

Service Type	August 2011	August 2010	2011 YTD	2010 YTD
Vallejo Fixed Route	90.85%	94.2%	91%	94%
Vallejo Paratransit	97%	98%	94%	97%
Benicia Fixed Route	100%	100%	100%	100%
Benicia Paratransit	100%	100%	100%	100%

Complaints

Service Type	August 2011	August 2010	2011 YTD	2010 YTD
Vallejo Fixed Route	24	7	28	13
Vallejo Paratransit	0	0	0	0
Benicia Fixed Route	0	0	0	0
Benicia Paratransit	0	0	0	0

Road Calls

Service Type	August 2011	August 2010	2011 YTD	2010 YTD
Vallejo Fixed Route	2	4	3	13
Vallejo Paratransit	1	7	1	11
Benicia Fixed Route	3	1	4	1
Benicia Paratransit	5	0	6	1

3. Safety

Accidents

Service Type	Preventable	Non-Preventable	2011 YTD Preventable	2011 Non - Preventable
Vallejo Fixed Route	1	3	3	6
Vallejo Paratransit	0	0	0	0
Benicia Fixed Route	0	0	0	0
Benicia Paratransit	0	0	0	0

4. Service Effectiveness

Passengers Per Hour

Service Type	August 2011	August 2010	2011 YTD	2010 YTD
Vallejo Fixed Route	13.9	14.6	13.3	13.4
Vallejo Paratransit	2.63	1.86	2.46	1.99
Benicia Fixed Route	5.93	6.7	4.5	4.20
Benicia Paratransit	1.88	1.63	1.94	1.47

SolTrans System Highlights

- Logo's installed on all new hybrids



DATE: October 7, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Authorization to Negotiate Contract Extension with Transit Operations Provider

Background:

Existing transit services are currently provided pursuant to a consolidated contract (“Contract”) with MV Transportation (“MV”) that merged the fixed route and paratransit services from contracts previously held by the City of Vallejo and the City of Benicia. At the time of approval, staff recommended a one year initial term to expire June 30, 2012 with the options to extend which achieved an initial annual savings of \$1.25 million compared to the expenditures under the three different contracts.

Discussion:

Per the terms of the Contract, the parties agreed to meet and confer on or about 60 calendar days regarding a possible extension. Negotiations with MV for the initial year of consolidation were quite productive to find areas of savings that reduced the overall operating costs. Budget projections for future operating years are even lower than Fiscal Year (“FY”) 2011-12. Staff is recommending that the Board authorize the Interim Executive Director to begin formal negotiations begin with MV in order to determine if there are further cost savings to be achieved or whether additional service reductions will need to be included in the preparation of the Short Range Transit Plan (“SRTP”) in order to achieve a contract amount consistent with the budget for FY 2012-13.

If significant adjustments to the contracts, and consequently, the total operating cost cannot be achieved in negotiations with MV, staff would bring a recommendation back to the SolTrans Board that a new solicitation be conducted in anticipation of the contract expiration of June 30, 2012. Such a solicitation would need to be issued no later than January of 2012 to achieve a new contract commencement date of July 1, 2012.

Fiscal Impact:

There is no fiscal impact associated with requesting the delegation to begin negotiations. Based on the anticipated budget for FY 2012-13, staff anticipates requiring a minimum annual contract savings of approximately \$1 million.

Recommendation:

Authorize the Interim Executive Director to begin contract negotiations for a one year contract extension with the current transit operations provider.

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DATE: October 11, 2011
TO: SolTrans Board
FROM: John Harris, Special Projects Manager
RE: SRTP Update (Deliverables, Schedule and Status)

Background:

The Short Range Transit Plan (SRTP) is scheduled for completion in December 2011, with the contract end date being December 31, 2011. The final SRTP will consist of a series of complementary pieces or elements, each of which analyzes a separate facet of mobility within Benicia and Vallejo. These elements will ultimately feed the development of an operations plan which will guide service-related decisions for the next five years.

The purpose of this month's report is three-fold. The first is to obtain SolTrans Board acceptance of two additional consultant elements or deliverables for inclusion in the SRTP. The items have been reviewed and edited by staff and are attached with a brief introductory description. The items include:

- Ride Check analysis (includes a Demand Response analysis)
- Demand analysis

A draft operations plan will be presented to the Board in November after public workshop and survey efforts have concluded and public input can be assessed. In the plan, staff will present a specific set of service recommendations along with various other service adjustment alternatives involving constrained, reallocation and optimistic scenarios. Please note that the staff recommendation will focus on the constrained financial environment (i.e. the projected \$2.4M and \$3.0M budget shortfalls for FY13 and FY14). Please also note that findings from the above-mentioned ride check and demand analyses will serve as the basis for development of the SRTP operations plan.

The second purpose of this report is to provide an update on the following:

- SRTP schedule through 12/31/2011 (attached)
- Status on the public workshop efforts (surveys and meetings)
(To be presented by Michael Eshleman-Moore & Associates).

Finally, as part of the service planning process, the SRTP team decided on the importance of evaluating alternative service delivery options for ADA and GP DAR (general public dial-a-ride). In so doing, Moore & Associates has developed a brief PowerPoint (to be presented at the meeting) which contrasts the current service delivery method with other successful models used elsewhere in the industry.

Recommendation:

Accept staff's recommendation to include the ride check analysis and the demand analysis in the SRTP.

Attachments:

- A. SRTP Ride Check Analysis (Including Demand Response Analysis)
- B. SRTP Demand Analysis
- C. Updated SRTP Schedule Status



DATE: October 12, 2011
TO: SolTrans Board
FROM: John Harris, Special Projects Manager
RE: SRTP Ride Check Analysis (Including Demand Response Analysis)

Background:

This report uses comprehensive ride check data to develop an objective snapshot of productivity and activity along each route and service in Benicia and Vallejo. Data is presented in both tabular and graphical formats. Trends are assessed at both the route level and system-wide.

The initial report did not include a comprehensive data-driven review of Benicia's general public Dial-A-Ride (DAR) program. Moore & Associates has since completed a review of this mode and it is attached to the ride check report.

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CHAPTER X – RIDE CHECK ANALYSIS

The purpose of the ride check analysis is to provide a comprehensive assessment of those transit services offered by the Cities of Benicia and Vallejo – subsequently consolidated into SolTrans – under actual operating conditions. In doing so, a snapshot is formed illustrating the current level of system activity as well as delivery performance.

This section includes two elements: overall system on-time performance and productivity (i.e., boarding and alighting activity) by stop, route, and day-part. Following a review of ride check data, we will present key findings as well as recommendations intended to address any service performance challenges revealed through this process. Analysis of the Benicia Breeze general-public Dial-A-Ride program can be found in the Dial-A-Ride Analysis chapter ([Chapter X](#)).

On-Time Performance Analysis

On-time performance is a critical aspect of a customer’s perception as to whether transit operator is providing reliable service. By evaluating service at the individual route level and day-part, we are able to pinpoint areas of success as well as areas needing improvement. Ensuring solid on-time performance is critical to sustainable ridership and fare revenue growth. Transit market research reveals dependability (defined as on-time service) is among the most important decision factors when selecting public transit as a travel alternative. Further, the importance of service reliability increases with customer income and access to travel options.

Methodology

Moore & Associates conducted a ride check of SolTrans fixed-route operations from May 18, 2011 through May 25, 2011. The goal was full coverage across “complete weekday, Saturday, and Sunday service days” (i.e., 443 weekday trips, 284 Saturday trips, and 83 Sunday trips). In all, 810 trips were covered during the evaluation period.

Critical to the evaluation process is data segregation by day-part. In doing so, we established four distinct time blocks:

- 3:01 a.m. to 6:00 a.m. (A.M. Other),
- 6:01 a.m. to 9:00 a.m. (A.M. Peak),
- 9:01 a.m. to 3:30 p.m. (Midday),
- 3:31 p.m. to 7:00 p.m. (P.M. Peak), and
- 7:01 p.m. to 3:01 a.m. (P.M. Other).

The following criteria were used to evaluate on-time performance:

- **On-time**, defined as trip departure occurring up to five minutes after the published schedule time.
- **Early**, defined as any departure from an established time-point occurring in advance of the published schedule time.

- **Late**, defined as any departure from an established time-point occurring five or more minutes after the published schedule time.
- **Missed**, defined as any departure from an established time-point occurring more than 10 minutes after the published schedule time.

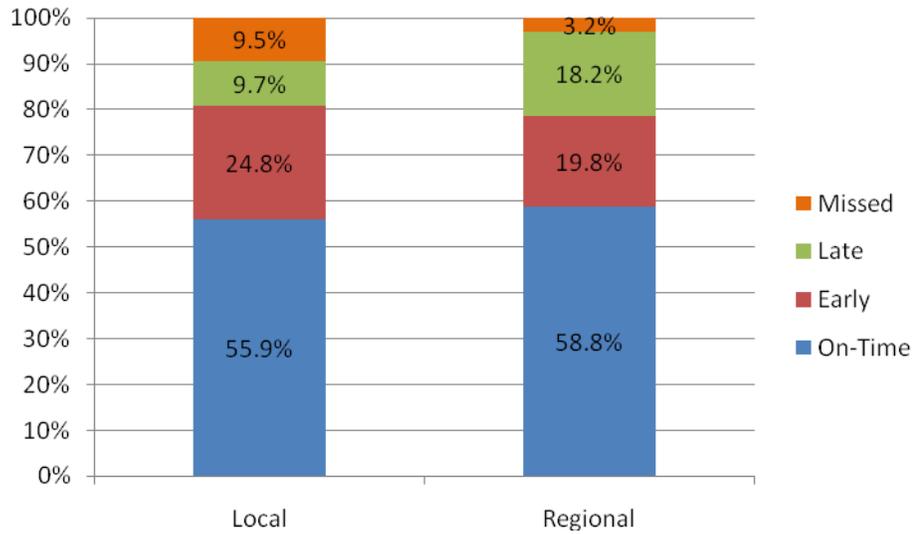
From a provision of service perspective, transit industry standards recommend on-time performance be not less than 90 percent with no early departures. Our evaluation revealed 57 percent of Vallejo Transit trips and 46 percent of Benicia Breeze trips operated on-time during the evaluation period. In drilling deeper into the results of the ride checks, we segregated data by route type. For Vallejo Transit, “Local” lines include Routes 1, 2, 3, 4, 5, 6, and 7; while “Regional” lines include Routes 78, 80, 85, and 200. For Benicia Breeze, “Flex Route” includes Routes 21 and 22; “School Tripper” includes Routes 15 and 17; “Shuttle” includes the Diablo Valley College and Medical shuttles; and “Regional” includes Route 76.

Exhibit x.1 illustrates Vallejo Transit’s on-time performance throughout the evaluation period. The performance of the local and regional services was comparable. It is clear the most significant problem in terms of on-time performance is the incidence of early departures on local routes. This suggests potentially inadequate run times versus what is published in the transit schedule. Early departure (i.e., “hot running”) has a negative impact on the customer’s perception of service reliability. Further, patrons who arrive at a stop on-time are more likely to miss their bus if a driver departs before the published schedule time. To address this issue, we recommend SolTrans should enforce a “no early departure” policy within its transit operations contract. Doing so would support the agency’s on-time policy. The cost to implement this policy change is negligible and the benefit is increased customer satisfaction.

Early departures/arrivals on regional routes are less of an issue because many customers welcome the bus arriving at the destination (BART or the ferry building) early. In the event the early departure issue on the local fixed-route service is resolved, SolTrans would see significant improvement in on-time performance, resulting in increased customer satisfaction.

We believe the late departures and missed time-points are largely the result of congestion and this can be resolved through schedule revisions which will take place following the completion of the SRTP.

Exhibit x.1 Vallejo Transit On-Time Performance



The on-time performance issues facing the Benicia Breeze system are largely unrelated to those facing by Vallejo Transit. The Benicia Breeze had only minor issues with early departures and instead encountered significant challenges with late departures. This arises in large part due to the City operating a flex-route service, shuttles, and school trippers which are often inherently problematic. Flex routes must often deviate well off the established route to pick up passengers, adding significantly to travel time. School trippers have few stops/time-points and are at the mercy of passenger loads (i.e., the greater the number of riders, the greater the delay). Route 76 travels into Contra Costa County and often encounters significant vehicular traffic, contributing to late departures.

Exhibit x.2 Benicia Breeze On-Time Performance

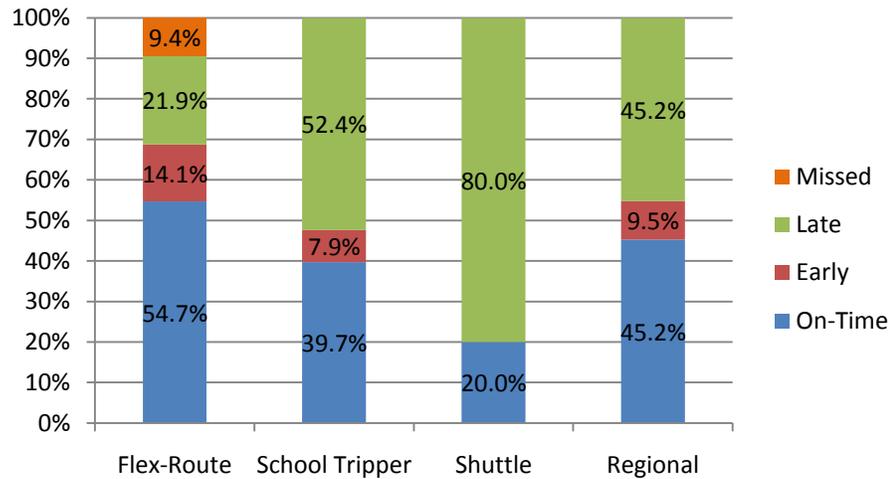
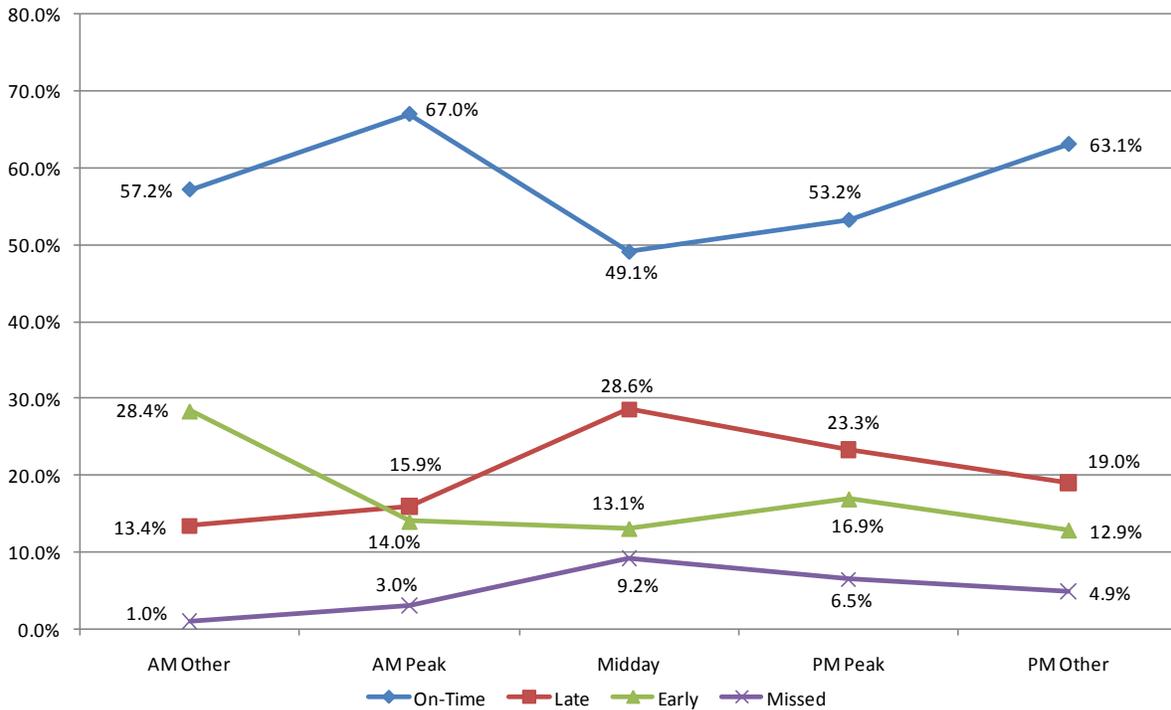


Exhibit x.3 presents the overall on-time performance for the combined Vallejo Transit and Benicia Breeze programs. While the incidence of early departure was an issue throughout the typical operating day, it was particularly acute during the *A.M. Other* day-part. Perhaps even more troubling was the fact that 17 percent of trips during the *P.M. Peak* departed early from their published time points. We believe implementation of a “no early departure policy” would improve on-time performance.

In addition to early departures, late departures and missed time-points also played a significant role in the deterioration of system on-time performance. Late departures and missed time-points hit their peak during the *Midday* day-part at 29 percent and nine percent, respectively. This means the *Midday* day-part had only 49 percent on-time performance.

While late departures are found in every public transit operation, missed time-points represent excessively late departure times. We recommend SolTrans pay particular attention to those routes which experience a significant number of missed time-points. In terms of late departures, we recommend SolTrans adjust its operating schedule (aka run times) to address those route segments which experience the highest incidence of late departures.

Exhibit x.3 Overall On-Time Performance by Day-Part



Exhibits x.4 and x.5 illustrate on-time performance for Vallejo Transit. Exhibit x.4 shows the on-time performance for the Local Fixed-Route Service. When contrasted with system or combined on-time performance, Vallejo Transit had better on-time performance across all day-parts. This is due in large part due to a lower incidence of early departures and missed time-points. This is a promising statistic and one which SolTrans should focus as part of its service development. However, late departures were particularly prevalent throughout each day-part especially during the *Midday* and *P.M. Peak* day-parts. Late departures peaked during the *Midday* day-part at 30 percent. The high incidence of late departures represents a significant barrier to transit use, especially among the “choice rider” market.

Exhibit x.5 shows the on-time performance for Vallejo Transit’s Regional Service. The Regional Service’s on-time performance mirrored Vallejo’s fixed-route service with the exception of the *P.M. Other* day-part. Of note is the lower incidence of missed time-points when comparing the fixed-route versus system performance.

A low or near zero incidence of missed time-points is critical for all routes, particularly so for the Regional Service which features a more discerning customer base. Commuters are typically “choice riders” and are particularly sensitive to perceived inconveniences (i.e., poor on-time performance). Given this sensitivity, a high incidence of missed trips could lead to these riders abandoning public transit as a travel alternative.

Exhibit x.4 Vallejo Transit Local Fixed-Route Service On-Time Performance by Day-Part

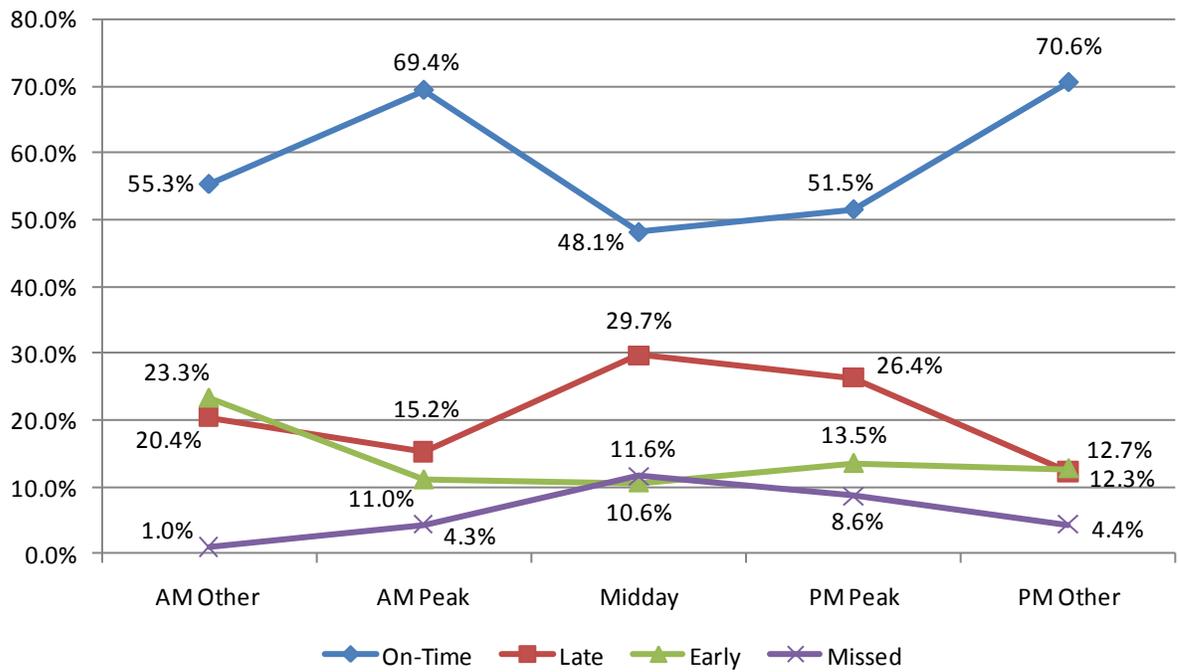


Exhibit x.5 Vallejo Transit Regional Service On-Time Performance by Day-Part

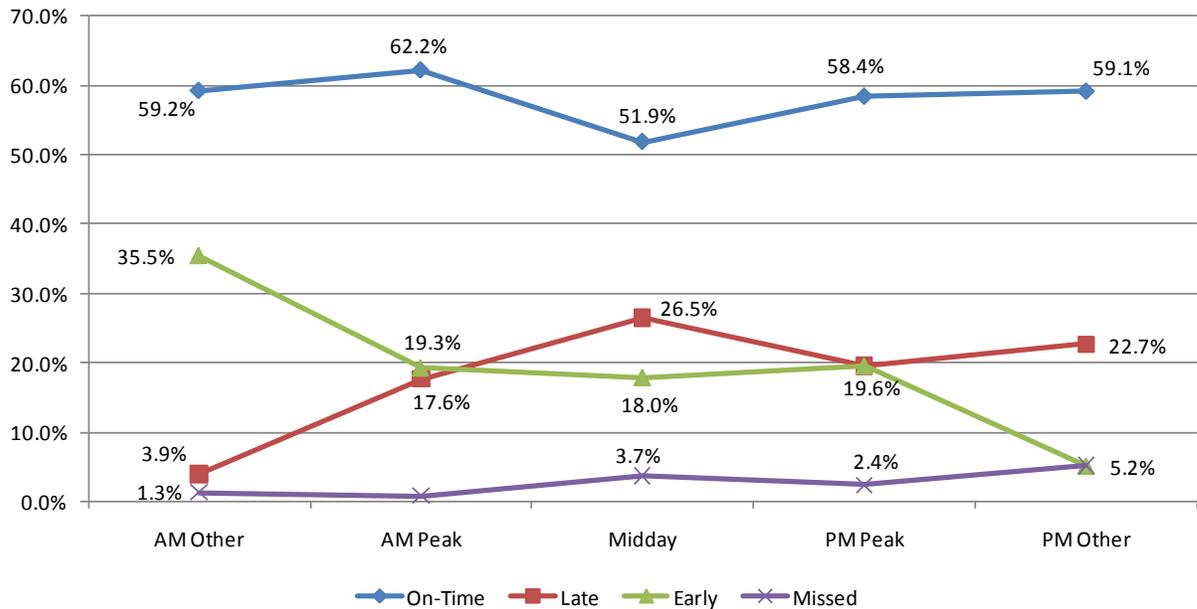


Exhibit x.6 illustrates the on-time performance for the Benicia Breeze system by route type. The Flex-Route Service tended to have better overall on-time performance versus the other routes/services. The Flex-Route Service had a 79 percent on-time performance rating during the *A.M. Peak*.

All routes struggled during the *P.M. Peak* period with none posting an on-time performance above 40 percent. We believe this is likely due to the flex-route nature of Routes 21 and 22. Across the all route types, early departure was the greatest contributing factor to poor on-time performance. As noted above, adoption of a “no early departure” policy would improve Benicia Breeze’s on-time performance.

Exhibit x.6 Benicia Breeze On-Time Performance by Route Type by Day-Part

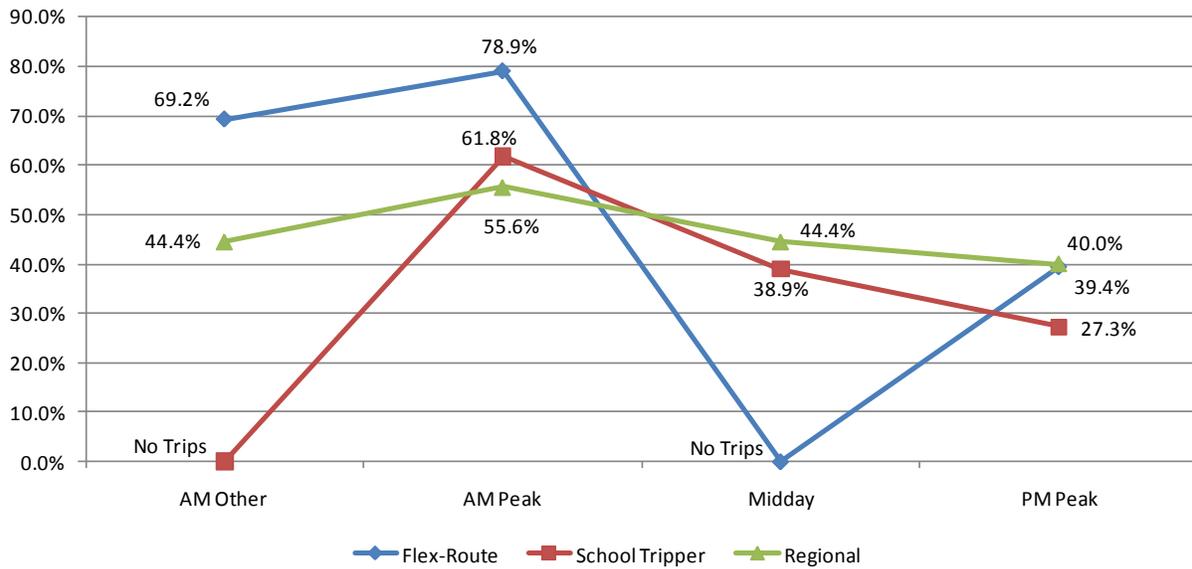


Exhibit x.7 illustrates the on-time performance for the combined Vallejo Transit and Benicia Breeze systems. Collectively, on-time performance never reached the 90-percent threshold for on-time departures. On-time performance was at its highest at or near the trip start, before declining during the middle due to a combination of increased late and early departures. However, on-time performance did stabilize during the “end trip” segment.

The key factor in this exhibit is the increasing incidence of early departures from published time-points. Between trip-start and trip-middle segments there was a 14-percent increase in early departures. In addition, between the middle and trip end segments, there was a 43-percent increase in early departures. This is significant because it suggests two possible scenarios. First, drivers are not limiting their speed between time-points to adjust for early departures. Second, some time-points may have excess time allocated between published time-points thereby unnecessarily “padding” running time.

Another key finding is the number of late departures which has a severe impact on overall on-time performance. Despite the decrease in late departures noted between the middle and trip-end segments, late departures accounted for more than 25 percent (trip-middle) or nearly one-fifth (trip-end) of all surveyed trips. In short, late departures are the largest single contributor to the on-time performance observed during this ride check.

Exhibit x.7 Overall On-Time Performance by Trip Segment

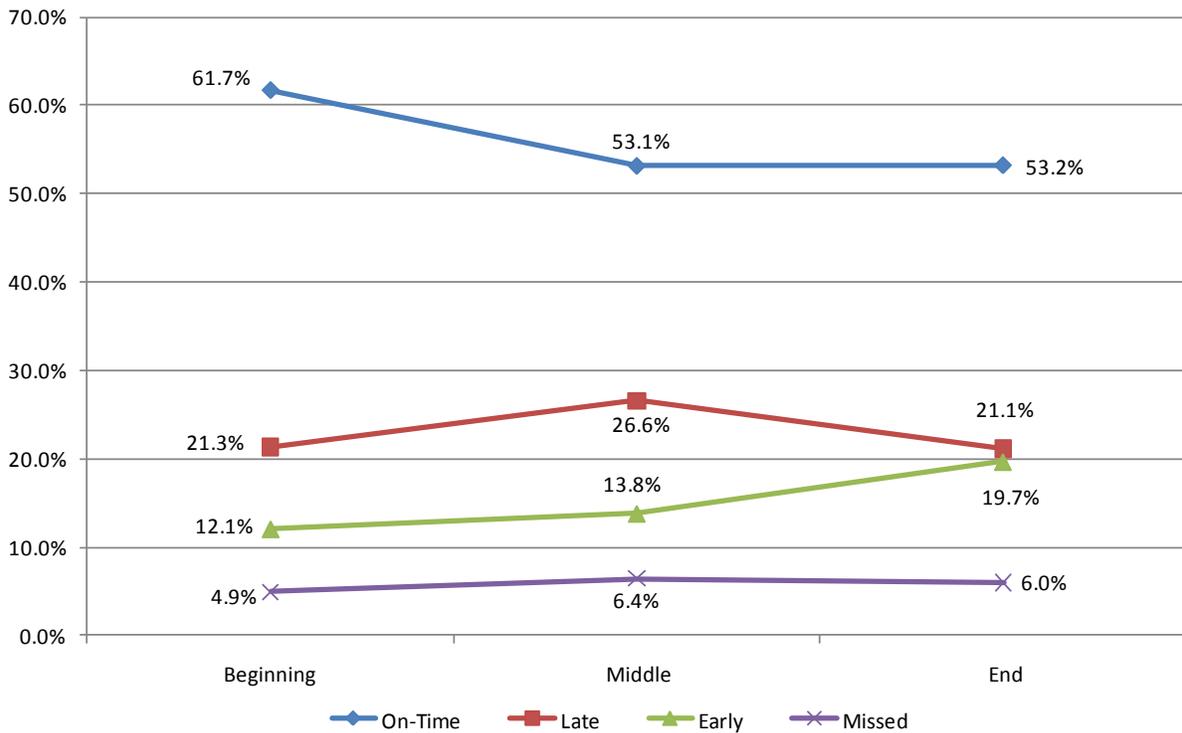


Exhibit x.8 illustrates the on-time performance for Vallejo Transit’s local fixed-route service by trip segment. The on-time performance of the Local Fixed-Route Service largely mirrors the on-time performance for the combined operations shown in Exhibit x.7. On-time performance declined between the beginning and trip middle segments by seven percentage points before rebounding three-plus percentage points by trip end.

The seven-point drop observed between trip-start and trip middle can be attributed to an increase in the incidence of both early departures (aka “hot running”) and late departures. Here again, this suggests run times (schedules) should be adjusted to reflect actual field conditions.

Exhibit x.8 Vallejo Transit Local Fixed-Route Service On-Time Performance by Trip Segment

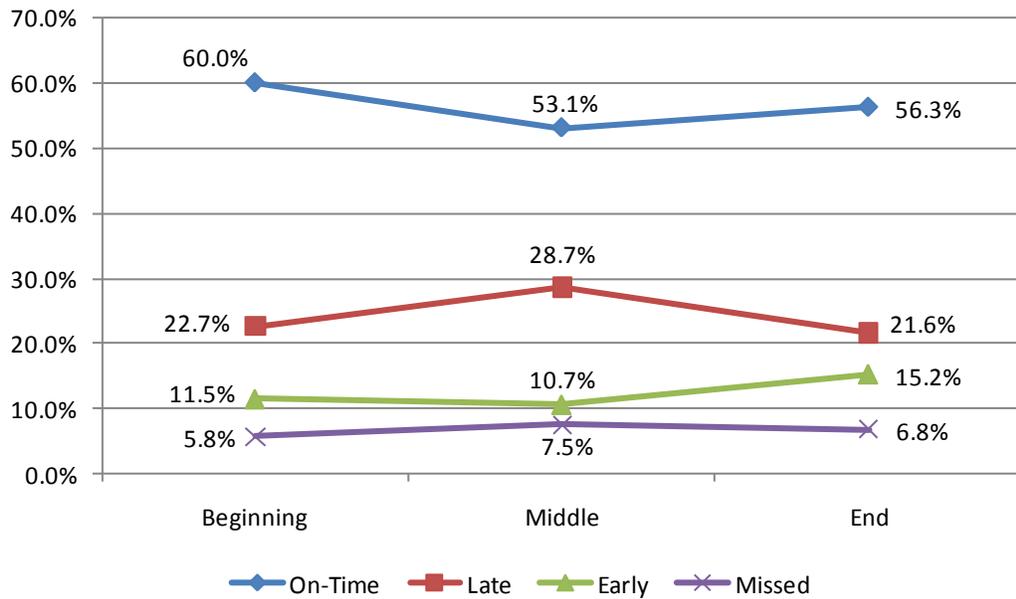


Exhibit x.9 illustrates on-time performance for Vallejo Transit’s Regional Service. Since the Regional Service has a largely “choice rider” customer base, on-time performance is critical to retaining these customers. The 70-percent on-time performance noted during the trip-start segment serves as a starting point for improving on-time performance.

However, throughout the service day, actual on-time performance deteriorated. Again, the chief contributors were early and late departures. Significant layover time is allocated to each trip, which may potentially contribute to late departures by way of drivers failing to return to service at the appropriate time in order to operate in the published schedule. The increases in early and late departures create a sense of “unreliability” which leads to negative customer perceptions. While late departures did decline nearly two percentage points between the middle and end trip segments, late departures were still above 20 percent while early departures rose above 30 percent. Overall, the findings identified through this ride check reveal a need for significant modifications to either the current operating schedule or driver practices. We also believe there is a need to establish “dwell time” guidelines.

Exhibit x.9 Vallejo Transit Regional Service On-Time Performance by Trip Segment

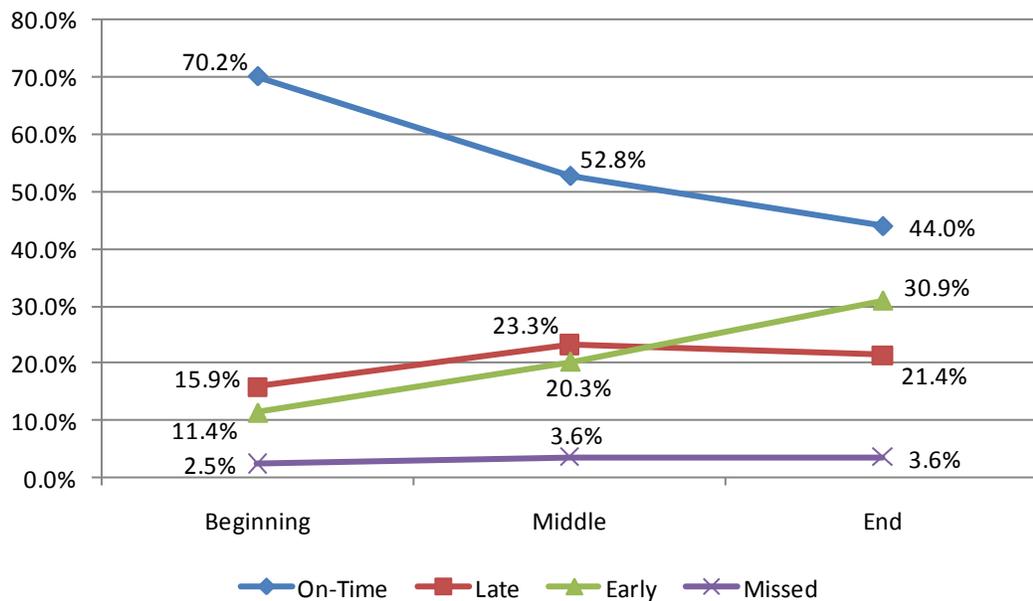


Exhibit x.10 illustrates on-time performance for Benicia Breeze by route type and trip segment. The Flex-Route service performed the best among the Benicia services. Across the evaluation period, the Flex-Route service improved its on-time performance between the trip-start and trip-end. However, there was a four-point decrease in on-time performance between trip-middle and trip-end segments due largely to early departures. The performance data presented within this chapter pertains to the fixed-route and/or flex route operations. Performance data specific to the dial-a-ride service is presented in Chapter X.

The second key finding from Exhibit x.10 is the poor on-time performance for the Regional Service. While on-time performance did rebound during trip-end, the on-time performance for the majority of the day was around 40 percent. Once again, the primary cause of poor on-time performance was early departures. This impact of poor on-time performance on “choice riders” should be an important consideration.

The third finding is the role early departures plays in negatively impacting on-time performance. For each route type (across each trip segment), buses departed prior to the published schedule at least 20 percent of the time. The lone exception was the Flex-Route service during the beginning trip segment. Adoption of a “no early departure” policy would greatly improve on-time performance.

Exhibit x.10 Benicia Breeze On-Time Performance by Route Type by Trip Segment

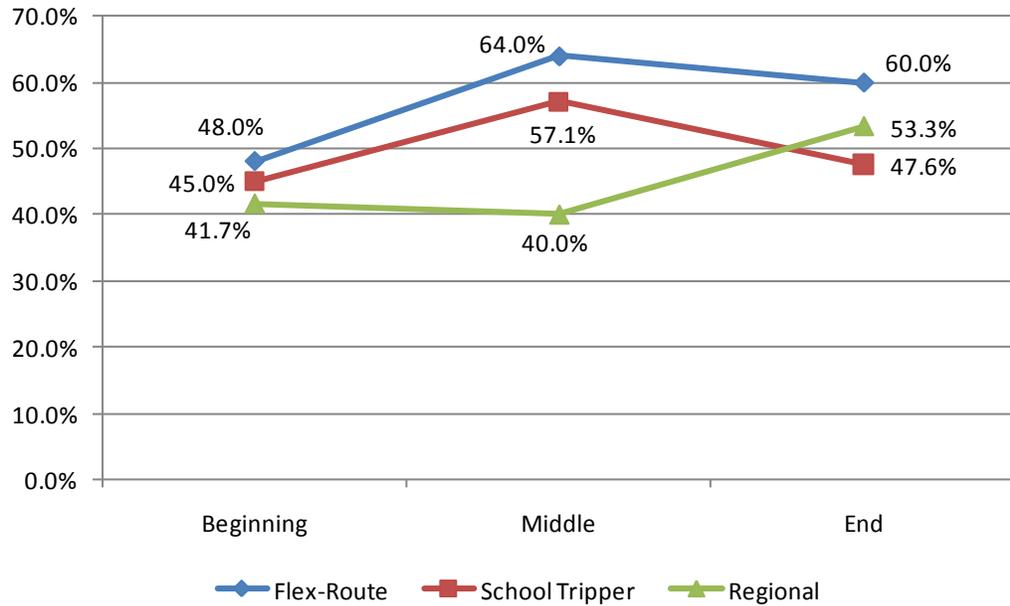


Exhibit x.11 illustrates the on-time performance for each Vallejo Transit route by day-part. Of all Vallejo Transit routes, only Route 200 met the 90-percent on-time performance threshold. This is likely due to the limited-stop nature which provides direct connection between the Vallejo Ferry Terminal and the San Francisco Ferry Terminal.

Exhibit x.12 illustrates the on-time performance for each Vallejo Transit route by trip segment. Of the Local Fixed-Route Service, Routes 5 and 7 had the best overall on-time performance while Route 4 had the poorest. Among Regional routes, Routes 80 and 200 had the best on-time performance, while Route 78 had the poorest. While late departures were the primary contributor to poor on-time performance, early departures also played a significant role.

On-time performance for each Benicia Breeze route by day-part is presented in **Exhibit x.13**. Again, early departures appear to be the biggest contributor to poor on-time performance measured. Only Route 15 during the *A.M. Peak* came close to the 90-percent on-time performance standard. This suggests drivers need to improve their adherence to published schedules, even if doing so translates to more late departures.

Exhibit x.14 shows the on-time performance for each Benicia Breeze route by trip segment. Again, early departures were the primary cause of lower on-time performance. Interestingly, on-time performance recovered between trip-start and trip-middle, yet declined between trip-middle and trip-end segments. Better adherence to published schedules should improve on-time performance.

Exhibit x.11 Vallejo Transit On-Time Performance by Route and Day-Part

Route	AM Other				AM Peak				Midday				PM Peak				PM Other				Total			
	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed
Route 1	71.8%	7.7%	20.5%	0.0%	72.2%	10.2%	7.9%	9.7%	48.9%	38.2%	7.4%	5.5%	34.5%	39.6%	13.7%	12.2%	75.0%	8.6%	15.5%	0.9%	53.7%	28.9%	10.3%	7.2%
Route 2	43.8%	43.8%	6.3%	6.3%	59.0%	30.8%	2.6%	7.7%	31.1%	43.3%	1.2%	24.4%	40.0%	13.3%	18.9%	27.8%	59.2%	18.4%	4.1%	18.4%	42.6%	31.0%	6.0%	20.4%
Route 3	-	-	-	-	84.8%	6.1%	9.1%	0.0%	41.8%	28.4%	14.9%	14.9%	66.3%	19.1%	14.6%	0.0%	83.3%	0.0%	16.7%	0.0%	59.0%	20.1%	13.4%	7.5%
Route 4	-	-	-	-	18.2%	50.0%	20.5%	11.4%	13.7%	38.2%	0.0%	48.0%	41.2%	31.4%	0.0%	27.5%	-	-	-	-	21.8%	39.1%	4.6%	34.5%
Route 5	62.5%	12.5%	25.0%	0.0%	77.7%	4.1%	18.2%	0.0%	53.5%	19.1%	17.0%	10.3%	59.3%	22.0%	18.7%	0.0%	76.0%	0.0%	24.0%	0.0%	61.8%	15.3%	18.1%	4.7%
Route 6	0.0%	25.0%	75.0%	0.0%	55.4%	35.7%	8.9%	0.0%	58.6%	21.4%	20.0%	0.0%	75.0%	15.0%	10.0%	0.0%	68.8%	18.8%	12.5%	0.0%	59.5%	22.9%	17.6%	0.0%
Route 7	60.7%	25.0%	14.3%	0.0%	74.5%	12.7%	12.7%	0.0%	64.2%	19.1%	11.3%	5.4%	68.3%	22.5%	9.2%	0.0%	62.5%	37.5%	0.0%	0.0%	66.9%	19.5%	10.9%	2.7%
Local FR Total	55.3%	20.4%	23.3%	1.0%	69.4%	15.2%	11.0%	4.3%	48.1%	29.7%	10.6%	11.6%	51.5%	26.4%	13.5%	8.6%	70.6%	12.3%	12.7%	4.4%	55.1%	24.5%	11.9%	8.6%
Route 78	35.7%	14.3%	42.9%	7.1%	52.4%	28.6%	19.0%	0.0%	42.5%	34.2%	20.5%	2.7%	49.1%	33.3%	15.8%	1.8%	52.9%	11.8%	29.4%	5.9%	46.8%	29.6%	21.2%	2.5%
Route 80	60.8%	2.0%	37.3%	0.0%	57.6%	10.8%	29.7%	1.9%	53.7%	21.6%	21.6%	3.1%	62.4%	10.5%	27.1%	0.0%	65.3%	5.4%	25.2%	4.1%	58.9%	13.2%	25.9%	2.1%
Route 85	71.4%	0.0%	28.6%	0.0%	66.0%	24.1%	9.9%	0.0%	50.6%	31.2%	13.1%	5.1%	50.7%	30.7%	12.0%	6.7%	54.6%	34.3%	5.2%	6.0%	54.8%	30.5%	9.9%	4.7%
Route 200	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	83.3%	16.7%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	96.6%	3.4%	0.0%	0.0%
Regional Total	59.2%	3.9%	35.5%	1.3%	62.2%	17.6%	19.3%	0.8%	51.9%	26.5%	18.0%	3.7%	58.4%	19.6%	19.6%	2.4%	59.1%	22.7%	13.0%	5.2%	57.1%	21.6%	18.2%	3.1%
Route 11	-	-	-	-	60.0%	0.0%	40.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Route 12	-	-	-	-	66.7%	0.0%	33.3%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Route 16	-	-	-	-	-	-	-	-	60.0%	40.0%	0.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-
Route 18	-	-	-	-	-	-	-	-	83.3%	0.0%	16.7%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-
Route 20	-	-	-	-	33.3%	0.0%	66.7%	0.0%	66.7%	8.3%	25.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-
Route 22	-	-	-	-	-	-	-	-	33.3%	33.3%	33.3%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-
School Tripper Total	-	-	-	-	50.0%	0.0%	50.0%	0.0%	66.7%	19.0%	14.3%	0.0%	-	-	-	-	-	-	-	-	46.2%	20.5%	33.3%	0.0%
Average	57.3%	12.2%	29.4%	1.1%	65.8%	16.4%	15.2%	2.6%	50.0%	28.1%	14.3%	7.6%	55.0%	23.0%	16.6%	5.5%	64.9%	17.5%	12.9%	4.8%	56.1%	23.0%	15.0%	5.8%

Exhibit x.12 Vallejo Transit On-Time Performance by Route and Trip Segment

Route	Beginning				Middle				End			
	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed
Route 1	55.5%	27.6%	11.0%	5.9%	55.1%	32.3%	5.9%	6.7%	50.0%	25.9%	14.8%	9.3%
Route 2	55.5%	27.7%	8.4%	8.4%	38.3%	34.4%	6.5%	20.8%	-	-	-	-
Route 3	61.0%	17.5%	13.6%	7.8%	54.3%	23.6%	13.4%	8.7%	61.7%	19.6%	13.1%	5.6%
Route 4	43.0%	34.1%	5.2%	17.8%	39.4%	31.5%	11.8%	17.3%	42.3%	30.8%	10.0%	16.9%
Route 5	63.6%	11.0%	25.3%	0.0%	60.0%	22.5%	15.8%	1.7%	58.4%	17.6%	21.4%	2.5%
Route 6	70.6%	13.9%	12.8%	2.8%	63.4%	25.0%	10.5%	1.2%	60.2%	18.4%	21.4%	0.0%
Route 7	72.7%	24.0%	3.2%	0.0%	51.3%	28.8%	16.3%	3.8%	69.4%	15.6%	9.4%	5.6%
Local FR Total	60.0%	22.7%	11.5%	5.8%	53.1%	28.7%	10.7%	7.5%	56.3%	21.6%	15.2%	6.8%
Route 78	48.9%	30.4%	17.4%	3.3%	50.5%	15.3%	32.4%	1.8%	-	-	-	-
Route 80	79.4%	5.9%	14.7%	0.0%	60.6%	4.2%	35.2%	0.0%	43.3%	4.0%	51.7%	1.0%
Route 85	74.4%	13.9%	8.3%	3.3%	41.6%	49.1%	0.6%	8.7%	44.9%	43.7%	4.4%	7.0%
Route 200	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	-	-	-	-
Regional Total	70.2%	15.9%	11.4%	2.5%	52.8%	23.3%	20.3%	3.6%	44.0%	21.4%	30.9%	3.6%
Route 11	33.3%	0.0%	66.7%	0.0%	100.0%	0.0%	0.0%	0.0%	-	-	-	-
Route 12	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	-	-	-	-
Route 16	0.0%	100.0%	0.0%	0.0%	55.6%	44.4%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
Route 18	-	-	-	-	66.7%	0.0%	33.3%	0.0%	-	-	-	-
Route 20	25.0%	25.0%	50.0%	0.0%	44.4%	0.0%	55.6%	0.0%	50.0%	0.0%	50.0%	0.0%
Route 22	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	-	-	-	-
School Tripper Total	25.0%	41.7%	33.3%	0.0%	51.7%	13.8%	34.5%	0.0%	70.0%	0.0%	30.0%	0.0%
Average	51.7%	26.7%	18.8%	2.8%	52.5%	21.9%	21.8%	3.7%	56.8%	14.4%	25.4%	3.5%

Exhibit x.13 Benicia Breeze On-Time Performance by Route and Day-Part

Route	AM Other				AM Peak				Midday				PM Peak				Total			
	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed												
Route 15	-	-	-	-	82.4%	0.0%	17.6%	0.0%	38.9%	0.0%	61.1%	0.0%	-	-	-	-	60.0%	0.0%	40.0%	0.0%
Route 17	-	-	-	-	41.2%	29.4%	29.4%	0.0%	-	-	-	-	27.3%	0.0%	72.7%	0.0%	35.7%	17.9%	46.4%	0.0%
School Tripper	-	-	-	-	61.8%	14.7%	23.5%	0.0%	38.9%	0.0%	61.1%	0.0%	27.3%	0.0%	72.7%	0.0%	49.2%	7.9%	42.9%	0.0%
Route 21	85.7%	14.3%	0.0%	0.0%	78.6%	21.4%	0.0%	0.0%	-	-	-	-	33.3%	14.3%	28.6%	23.8%	57.1%	16.7%	14.3%	11.9%
Route 22	50.0%	33.3%	16.7%	0.0%	80.0%	0.0%	20.0%	0.0%	-	-	-	-	50.0%	25.0%	25.0%	0.0%	56.5%	21.7%	21.7%	0.0%
Flex-Route	69.2%	23.1%	7.7%	0.0%	78.9%	15.8%	5.3%	0.0%	-	-	-	-	39.4%	18.2%	27.3%	15.2%	56.9%	18.5%	16.9%	7.7%
Route 76	44.4%	0.0%	55.6%	0.0%	55.6%	11.1%	33.3%	0.0%	44.4%	33.3%	22.2%	0.0%	40.0%	0.0%	60.0%	0.0%	45.2%	9.5%	45.2%	0.0%
Regional	44.4%	0.0%	55.6%	0.0%	55.6%	11.1%	33.3%	0.0%	44.4%	33.3%	22.2%	0.0%	40.0%	0.0%	60.0%	0.0%	45.2%	9.5%	45.2%	0.0%
Average	56.8%	11.5%	31.6%	0.0%	65.4%	13.9%	20.7%	0.0%	41.7%	16.7%	41.7%	0.0%	35.6%	6.1%	53.3%	5.1%	50.5%	12.0%	35.0%	2.6%

Exhibit x.14 Benicia Breeze On-Time Performance by Route and Trip Segment

Route	Beginning				Middle				End			
	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed	On-Time	Late	Early	Missed
Route 15	50.0%	0.0%	50.0%	0.0%	58.3%	0.0%	41.7%	0.0%	72.7%	0.0%	27.3%	0.0%
Route 17	33.3%	33.3%	33.3%	0.0%	55.6%	11.1%	33.3%	0.0%	20.0%	10.0%	70.0%	0.0%
School Tripper	42.9%	14.3%	42.9%	0.0%	57.1%	4.8%	38.1%	0.0%	47.6%	4.8%	47.6%	0.0%
Route 21	52.9%	41.2%	0.0%	5.9%	53.8%	0.0%	30.8%	15.4%	66.7%	0.0%	16.7%	16.7%
Route 22	37.5%	37.5%	25.0%	0.0%	75.0%	16.7%	8.3%	0.0%	33.3%	0.0%	66.7%	0.0%
Flex-Route	48.0%	40.0%	8.0%	4.0%	64.0%	8.0%	20.0%	8.0%	60.0%	0.0%	26.7%	13.3%
Route 76	41.7%	8.3%	50.0%	0.0%	40.0%	0.0%	60.0%	0.0%	53.3%	20.0%	26.7%	0.0%
Regional	41.7%	8.3%	50.0%	0.0%	40.0%	0.0%	60.0%	0.0%	53.3%	20.0%	26.7%	0.0%
Average	44.2%	20.9%	33.6%	1.3%	53.7%	4.3%	39.4%	2.7%	53.7%	8.3%	33.7%	4.4%

BOARDING AND ALIGHTING ANALYSIS

This section discusses overall fixed-route boarding and alighting trends with respect to Vallejo Transit and Benicia Breeze routes. Boarding and alighting data collected from the ride check were recorded on the same trip sheet as on-time performance data. Data were then imported into Microsoft Excel and segregated by route, stop, and day-part. All exhibit data reflect combined boardings and alightings of weekday, Saturday, and Sunday service.

Boarding by Day-Part

Evaluating a system by day-part is critical to assessing existing ridership trends not apparent through the use of traditional performance measures. This snapshot of productivity (i.e., boardings and alightings) provides valuable insight to support future service developments (i.e., elimination of trip segments, addition of route segments, etc).

Boarding and alighting data were collected across a representative sample of weekday, Saturday, and Sunday service. Accuracy of data may be influenced by external factors (i.e., school schedules, weather, etc.) occurring during the ride check, potentially impacting or skewing results and trends.

As defined in the previous section (On-Time Performance), route analysis is segregated into five separate day-parts (A.M. Other, A.M. Peak, Midday, P.M. Peak, and P.M. Other). To accurately assess productivity by time of day, boarding averages were derived from total boardings divided by the number of trips during the specified day-part. This methodology shows the average boardings per trip per day-part, versus total boardings which may be skewed by the number of trips operated.

The aggregate of boarding averages by day-part is visually presented in [Exhibit X.15](#). The exhibit illustrates a trend which peaks in the Midday, with a slight decline in activity during the P.M. Peak and a sharp drop during the P.M. Other. As illustrated by the line graph below, Midday trips averaged 14 boardings per trip. This may be due to higher number of patrons utilizing the service for midday activities during off-peak hours. This may also indicate demand exists for increased service offerings and/or frequency during this day-part.

Boarding averages dropped during the P.M. Other day-part. This may be in large part due to the fact there is less demand for trips during this day-part given few work-related trips occur that late in the evening.

[Exhibit X.16](#) shows the boarding averages by route type by day-part. Both the Vallejo Regional and Benicia Regional services had fairly consistent boarding averages. This suggests an appropriate level of trip allocation relative to boardings. By contrast, the Vallejo Fixed-Route service and Benicia Flex-Route service had more fluctuations in boarding averages throughout

various day-parts. This suggests trips could be trimmed during the A.M. Other and P.M. Other with potentially little impact on overall productivity.

Exhibit X.15 Boarding Averages by Day-Part

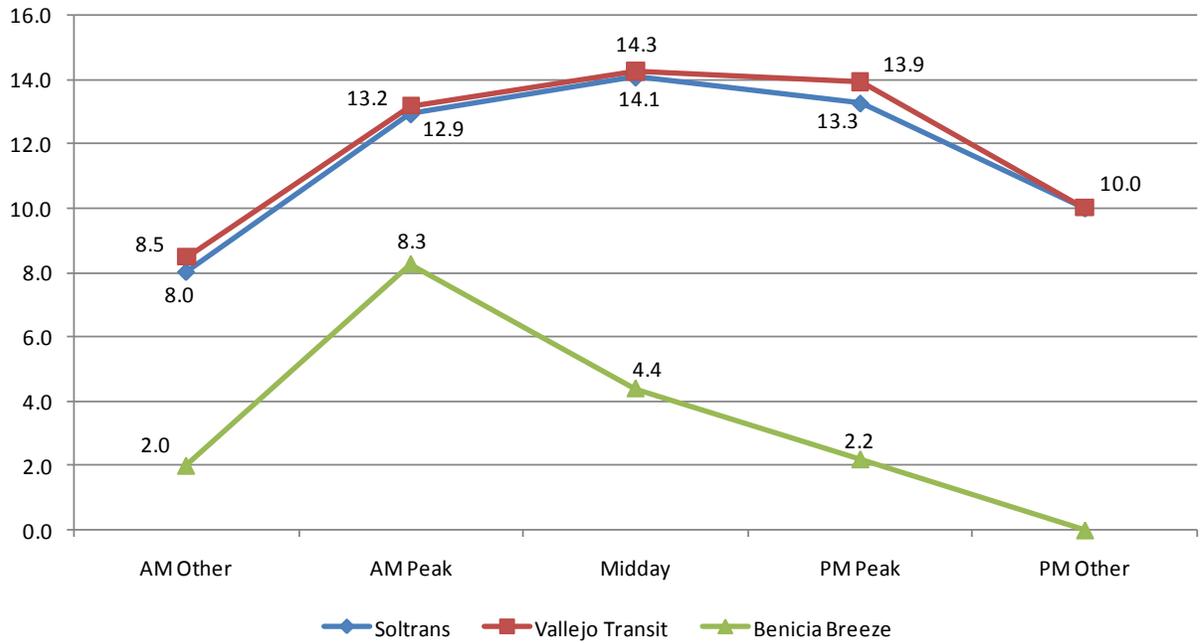


Exhibit X.16 Boarding Averages by Route Type by Day-Part

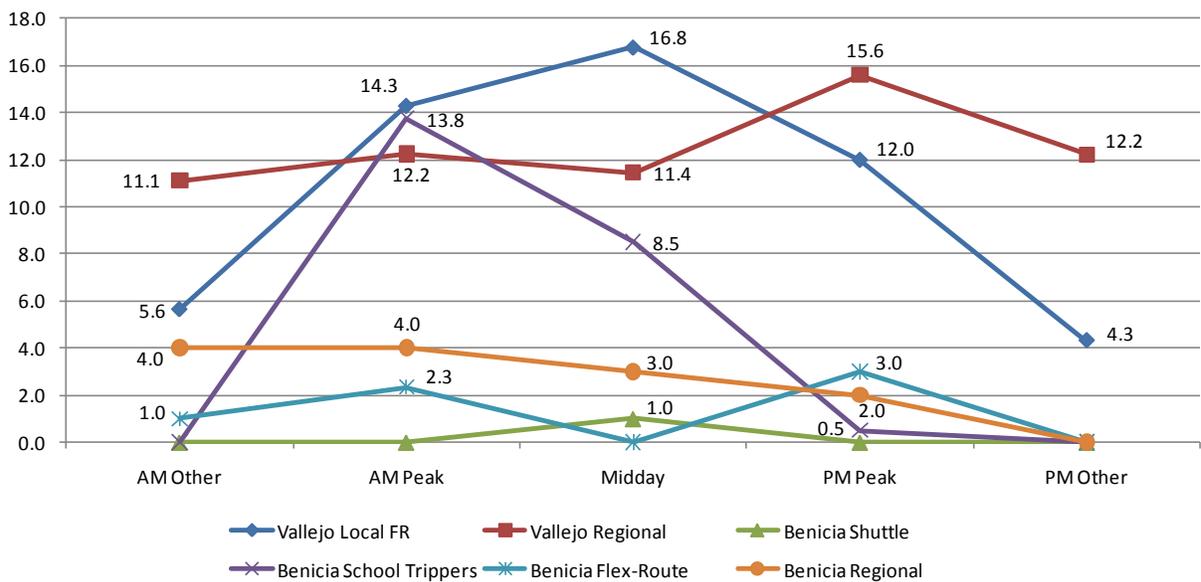


Exhibit X.17 shows the average boardings by day-part and route. Vallejo Transit's Fixed-Route service had the highest average boardings during the Midday day-part while the Regional service had the highest average boardings during the A.M. Peak and P.M. Peak. Given the profile clientele (i.e., adult commuters), this distribution of boardings is not unexpected.

Among the Fixed-Route services, Route 5 sustained boarding averages throughout the day with the exception of P.M. Other, while Route 7 had the inverse trend. This makes sense given Routes 5 and 7 provide service along a similar alignment yet in opposite directions.

In terms of Vallejo Transit's Regional service, the P.M. Peak saw the highest overall average boardings. Route 200 had the highest average boardings during this day-part followed by Route 78 South. Overall, boarding averages for the Regional Service point to many patrons boarding in Vallejo during the A.M. Peak and returning during the Midday or P.M. Peak.

For the Benicia Breeze routes, boarding activity appears to be concentrated primarily during the A.M. Peak. For example, both School Trippers (Routes 15 and 17) had substantially higher boarding averages during the A.M. Peak with a sharp drop-off in the average boardings for the balance of the service day. The lone exception was Route 21 which averaged nearly five boarding per trip during the P.M. Peak.

Despite linking Benicia with Diablo Valley College and the Sun Valley Mall in neighboring Contra Costa, Benicia's Regional Service had lower boardings per trip than the Vallejo Transit Regional Service. The relative low productivity of Benicia's Regional Service could be the result of fewer connections with other regional transit providers such as BART as well as low commercial and residential development density and a generally higher income in Benicia. Given Route 76 (Benicia Regional) primarily serves employees participating in the DVC-Vanpool program, promotion of Route 76 as an alternative may result increased. Further, we believe improving connections with other Solano County transit services as well as at BART stations in Contra Costa County could boost both ridership and service.

Exhibit X.17 System Boarding Averages by Route and Day-Part

Boarding Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	PM Other	Route Average
Route 1 North	0.4	6.1	11.0	11.0	1.6	8.1
Route 1 South	11.3	14.2	13.9	10.8	2.3	11.8
Route 2 North	0.5	10.2	15.4	13.5	4.6	11.6
Route 2 South	6.0	11.2	9.3	6.0	4.7	8.2
Route 3 North	-	17.0	14.0	-	-	15.5
Route 3 South	-	25.0	4.0	-	-	14.5
Route 4 North	-	15.7	17.7	8.3	0.0	15.1
Route 4 South	-	10.0	14.3	5.7	0.0	11.1
Route 5	13.0	17.3	21.2	17.2	8.5	18.6
Route 6	5.0	20.5	17.4	11.8	7.5	17.3
Route 7	8.0	23.9	29.0	15.3	13.5	17.1
Vallejo Fixed-Route Average	5.6	14.3	16.8	12.0	4.3	12.9
Route 78 North	1.3	4.0	6.0	11.0	4.0	5.9
Route 78 South	16.0	12.5	8.7	26.0	-	12.3
Route 80 East	2.0	4.9	11.1	20.6	15.3	12.8
Route 80 West	19.3	21.2	9.9	7.0	9.1	8.1
Route 85 East	1.5	13.9	20.5	16.3	10.3	15.6
Route 85 West	0.0	7.0	17.2	24.0	16.1	15.8
Route 200 Inbound	-	4.0	11.3	32.5	8.3	17.0
Route 200 Outbound	25.5	32.6	10.7	6.5	5.2	17.7
Vallejo Regional Average	11.1	12.2	11.4	15.6	12.2	11.9
Route 11	0.0	28.0	0.0	0.0	0.0	28.0
Route 12N	0.0	7.0	23.3	0.0	0.0	19.3
Route 16	0.0	0.0	3.7	0.0	0.0	3.7
Route 18	0.0	0.0	2.0	0.0	0.0	2.0
Route 20	0.0	10.0	6.0	0.0	0.0	7.3
Route 22	0.0	0.0	1.0	6.0	0.0	3.5
Vallejo School Tripper Average	0.0	15.0	8.9	6.0	0.0	9.9
Med Center Shuttle	-	0.0	1.0	-	-	1.0
Route 15	-	12.5	8.5	-	-	10.5
Route 17	-	15.0	0.0	0.5	-	8.0
Benicia School Tripper Average	0.0	13.8	8.5	0.5	-	9.3
Route 21	1.0	2.0	-	4.7	-	2.6
Route 22	1.0	3.0	-	0.5	-	1.5
Benicia Flex-Route Average	1.0	2.3	0.0	3.0	-	2.4
Route 76 (Benicia Regional)	4.0	4.0	3.0	2.0	-	3.3
System Average	8.0	12.9	14.1	13.3	10.0	12.1

Exhibit x. 18 Saturday Boarding Averages by Route and Day-Part

Saturday Boarding Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	PM Other	Route Average
Route 1 North	0.0	4.9	7.5	8.7	2.2	4.7
Route 1 South	3.0	10.0	9.6	7.7	1.7	6.4
Route 2 North	0.0	3.3	7.9	5.0	1.3	3.5
Route 2 South	0.0	10.3	8.5	7.8	2.3	5.8
Route 5	0.0	26.0	17.6	14.0	0.0	11.5
Route 6	0.0	7.7	9.3	7.7	7.0	6.3
Route 7	0.0	13.5	16.1	13.3	17.0	12.0
Vallejo Fixed-Route Average	0.4	10.8	10.9	9.2	4.5	7.2
Route 78 North	0.0	7.0	8.8	14.0	5.0	7.0
Route 78 South	0.0	7.5	6.7	6.5	0.0	4.1
Route 80 East	0.0	8.2	12.8	18.0	13.6	10.5
Route 80 West	8.0	13.2	13.5	11.9	6.6	10.6
Route 85 East	0.0	23.5	13.7	20.0	13.0	14.0
Route 85 West	0.0	1.0	22.5	27.5	21.0	14.4
Vallejo Regional Average	0.8	10.5	11.8	12.2	6.8	8.4
Route 200 Inbound	0.0	16.0	8.0	0.0	13.0	7.4
Route 200 Outbound	0.0	16.0	13.0	0.0	2.0	6.2
Saturday Boarding Averages	0.3	13.3	10.9	5.3	6.6	7.3

Exhibit x.19 Sunday Boarding Averages by Route and Day-Part

Sunday Boarding Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	PM Other	Route Average
Route 5	-	9.7	17.0	16.3	0.0	10.8
Vallejo Fixed-Route Average	-	9.7	17.0	16.3	0.0	10.8
Route 80 East	-	3.7	7.1	11.1	12.3	8.5
Route 80 West	-	11.7	6.1	5.3	12.7	8.9
Route 85 East	-	13.0	21.0	14.5	0.0	12.1
Route 85 West	-	0.0	9.7	13.5	27.0	12.5
Vallejo Regional Average	-	7.9	13.0	12.8	8.7	10.6
Route 200 Inbound	-	0.0	6.0	0.0	3.5	2.4
Route 200 Outbound	-	9.0	8.0	0.0	7.0	6.0
Sunday Boarding Average	-	6.7	11.0	7.3	4.8	7.4

Alighting by Day-Part

Similar to the system boarding average trend, the service experienced a gradual increase in system alighting activity throughout all day-parts, with a decline of nearly four alightings per trip during the P.M. Other day-part (Exhibit X.20). As noted above, the relatively low ridership activity during the A.M. Other and P.M. Other day-parts suggests reducing service during these times may not result in decreased service productivity.

In terms of the individual route types, Vallejo Transit's Fixed-Route service had relatively low average alighting during the A.M. Other and P.M. Other. By contrast, the Fixed-Route service experienced a significant increase in average alightings after the A.M. Other day-part throughout the P.M. Peak. The concentration of riders during A.M. Peak, Midday, and P.M. Peak day-parts is not surprising and suggests SolTrans may wish to reallocate resources so as to meet demand during said day-parts.

Consistent with boarding activity, Vallejo Transit's Regional Service had relatively stable average alighting. Given the average number of alightings did not fluctuate despite the changes in the number of trips we conclude Vallejo Transit has allocated sufficient service to meet demand.

As with the boarding activity discussed above, Benicia Breeze experienced much greater fluctuation in average alightings throughout service day with the exception of the Regional Service. Since many Benicia routes constitute on-demand service (i.e., flex-route, general public Dial-A-Ride, school tripper, medical shuttle) it is not surprising to see fluctuation in boarding and alighting activity.

The Benicia Regional Service did have fairly consistent alighting activity throughout the service day with most alightings during the A.M. Other day-part, followed by a gradual decline over the course of the service day. Since the Regional Service only offers connections to Diablo Valley College and Sun Valley Mall, it is not surprising to see lower passenger activity than with Vallejo Transit's Regional Service, which connects with two BART stations in neighboring Contra Costa county as well as downtown San Francisco.

Exhibit X.20 System Alighting Averages by Day-Part

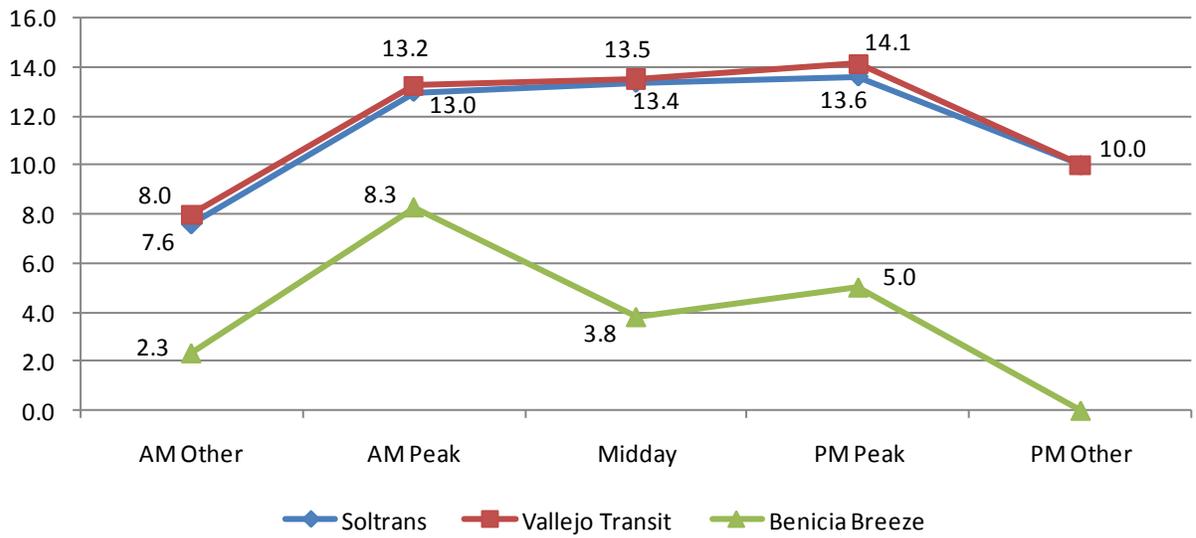


Exhibit X.21 Alighting Averages by Route Type by Day-Part

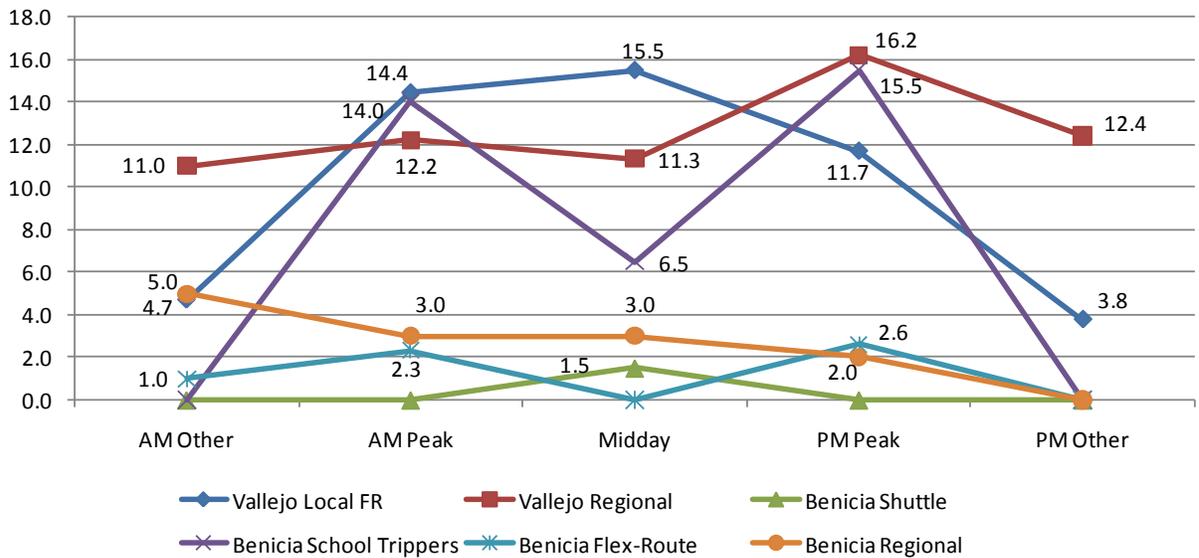


Exhibit X.22 presents alighting activity by day-part and route. As with average boarding activity discussed above, average alightings per trip were largely concentrated during the A.M. Peak, Midday, and P.M. Peak day-parts. Given the need to reduce service levels due to budgetary issues, we believe service reductions should be focused within the A.M. Other and P.M. Other day-parts. Doing so would minimize inconvenience to patrons and have the least likelihood of impacting overall system productivity.

In terms of the Vallejo Transit Fixed-Route service, Route 5 and Route 7 had the highest average alightings per trip with 23 and 20 alightings per trip, respectively. Since these routes serve the same areas along the same alignments, it is not surprising to note a strong correlation between boarding and alighting activity. Since activity is highest along these routes, we recommend SolTrans reallocate resources to this route to either increase service level or extend the service day.

Among the routes with the lowest average alighting per trip was Route 1 Northbound as well as Route 2 Northbound. Interestingly, both Route 1 Southbound and Route 2 Southbound posted higher productivity. This suggests demand for northbound service is more dispersed and therefore spread across multiple trips while southbound travel is more concentrated.

In terms of the Vallejo Transit Regional Service, most routes had fairly consistent alighting activity with the exception of Route 78 North. This is surprising given the greater number of passengers per trip southbound during the A.M. and Midday day-parts than the number of passengers alighting during the P.M. Peak day-part. What this may suggest is patrons use this route to access the BART stations yet return on a different service like Routes 80 or 200.

For the Benicia Breeze operation, average alighting per trip was more defuse given the majority of the service is demand-response in nature. The lone exception is Route 76, the only true fixed-route service. The School Tripper Routes had relatively high average alightings during the A.M. Peak and P.M. Peak, which coincides with school bell schedules.

The Flex-Route service had low yet consistent alighting averages during A.M. and P.M. peak hours. The lower passenger activity may be attributable to the poor on-time performance noted during the ride check as well as the fact few Benicia residents can be termed transit-dependent.

As shown with the boardings, the average alightings for Route 76 eroded gradually throughout the service day. This suggests Route 78 patrons use the service to access Diablo Valley College or Sun Valley Mall to access employment opportunities or connect with other transit.

Exhibit X.22 System Alighting Averages by Route and Day-Part

Alighting Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	PM Other	Route Average
Route 1 North	0.6	6.5	9.7	9.9	2.1	7.5
Route 1 South	8.5	16.8	14.6	11.6	2.1	12.6
Route 2 North	0.0	5.8	11.6	9.3	2.2	8.0
Route 2 South	5.5	15.5	11.2	10.9	2.3	10.7
Route 3 North	-	17.0	14.0	-	-	15.5
Route 3 South	-	25.0	4.0	-	-	14.5
Route 4 North	-	14.7	13.4	6.7	-	12.2
Route 4 South	-	7.7	11.5	5.3	-	9.0
Route 5	13.0	18.1	21.9	16.2	7.5	23.4
Route 6	5.0	17.5	13.9	11.2	7.5	13.0
Route 7	6.0	22.6	25.8	14.0	14.5	20.5
Vallejo Fixed-Route Average	4.7	14.4	15.5	11.7	3.8	13.2
Route 78 North	1.3	4.3	6.8	12.7	4.7	6.9
Route 78 South	15.5	13.2	6.6	17.0	-	10.5
Route 80 East	2.0	5.2	13.5	23.3	17.6	14.8
Route 80 West	19.1	20.3	9.5	7.1	9.2	11.2
Route 85 East	1.5	14.3	16.0	14.8	9.5	13.7
Route 85 West	0.0	6.6	15.1	22.5	14.7	14.5
Route 200 Inbound	-	4.0	11.3	32.5	8.3	13.6
Route 200 Outbound	25.5	32.6	10.7	6.5	5.2	15.2
Vallejo Regional Average	11.0	12.2	11.3	16.2	12.4	12.8
Route 11	0.0	33.0	0.0	0.0	0.0	33.0
Route 12N	0.0	7.0	23.3	0.0	0.0	19.3
Route 16	0.0	0.0	3.7	0.0	0.0	3.7
Route 18	0.0	0.0	2.0	0.0	0.0	2.0
Route 20	0.0	10.0	6.0	0.0	0.0	7.3
Route 22	0.0	0.0	1.0	6.0	0.0	3.5
Vallejo School Tripper Average	0.0	16.3	7.0	6.0	-	8.8
Med Center Shuttle	-	-	1.5	-	-	1.5
Route 15	-	12.5	6.5	-	-	9.5
Route 17	-	15.5	-	15.5	-	15.5
Benicia School Tripper Average	-	14.0	6.5	15.5	-	12.5
Route 21	1.0	2.0	-	4.3	-	3.0
Route 22	1.0	3.0	-	0.0	-	1.0
Benicia Flex-Route Average	1.0	2.3	-	2.6	-	2.2
Route 76 (Benicia Regional)	5.0	3.0	3.0	2.0	-	2.8
System Average	7.6	13.0	13.4	13.6	10.0	12.7

Exhibit X.23 Saturday Alighting Averages by Route and Day-Part

Saturday Alighting Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	PM Other	Route Average
Route 1 North	0.0	4.9	7.5	8.7	2.2	4.7
Route 1 South	3.0	10.0	9.6	7.7	1.7	6.4
Route 2 North	0.0	3.3	7.9	5.0	1.3	3.5
Route 2 South	0.0	10.3	8.5	7.8	2.3	5.8
Route 5	0.0	26.0	17.6	14.0	0.0	11.5
Route 6	0.0	7.7	9.3	7.7	7.0	6.3
Route 7	0.0	13.5	16.1	13.3	17.0	12.0
Vallejo Fixed-Route Average	0.4	10.8	10.9	9.2	4.5	7.2
Route 78 North	0.0	7.0	8.8	14.0	5.0	7.0
Route 78 South	0.0	7.5	6.7	6.5	0.0	4.1
Route 80 East	0.0	8.2	12.8	18.0	13.6	10.5
Route 80 West	8.0	13.2	13.5	11.9	6.6	10.6
Route 85 East	0.0	23.5	13.7	20.0	13.0	14.0
Route 85 West	0.0	1.0	22.5	27.5	21.0	14.4
Vallejo Regional Average	0.8	10.5	11.8	12.2	6.8	8.4
Route 200 Inbound	0.0	16.0	8.0	0.0	13.0	7.4
Route 200 Outbound	0.0	16.0	13.0	0.0	2.0	6.2
Saturday Alighting Average	0.3	13.3	10.9	5.3	6.6	7.3

Exhibit X.24 Sunday Alighting Averages by Route and Day-Part

Sunday Alighting Averages by Day-Part						
Route	AM Other	AM Peak	Midday	PM Peak	Peak Other	Route Average
Route 5	-	7.0	19.0	18.0	0.0	11.0
Vallejo Fixed-Route Average	-	7.0	19.0	18.0	0.0	11.0
Route 80 East	-	7.3	14.0	22.3	24.5	17.0
Route 80 West	-	11.7	6.1	7.6	12.7	9.5
Route 85 East	-	13.0	16.7	16.0	0.0	11.4
Route 85 West	-	0.0	12.7	14.0	26.0	13.2
Vallejo Regional Average	-	7.7	14.6	16.0	10.5	12.2
Route 200 Inbound	-	0.0	6.0	0.0	3.5	2.4
Route 200 Outbound	-	9.0	8.0	0.0	7.0	6.0
Sunday Alighting Average	-	5.9	11.9	8.5	5.3	7.9

Route-Segment Analysis

The goal of the route-segment analysis is to identify key bus stops and points of significant activity. Boarding and alighting data collected at published time-points was geocoded using ESRI ArcView Geographic Information System (GIS) software. From there, maps were generated to illustrate boarding and alighting densities. All exhibit data represent the combined total stop activity of weekday, Saturday, and Sunday data.

Route 1 Boarding and Alighting Counts

Local Route 1 provides service to the western portion of Vallejo with service running between 4:50 a.m. and 8:30 p.m. for the northbound alignment, and between 5:00 a.m. and 8:10 p.m. for the southbound alignment. Saturday and Holiday service span is 5:50 a.m. to 11:00 p.m. for northbound service. Southbound Saturday and Holiday service span is 6:00 a.m. to 10:30 p.m.

Northbound trips during the A.M. Other day-part originate from Sonoma Boulevard and Mini Drive in northern Vallejo and terminate at Elliot Drive and Mini Drive. The balance of the northbound service originates at Fifth and Magazine Streets. The only exception is the last Saturday and Holiday trip which originates as a northbound Route 1 from York and Marin Transfer Center, and terminates as a southbound Route 1 at the York and Marin Transfer Center. The weekday, Saturday, and Holiday service operate on 30-minute headways with a “run time” of 48 minutes.

Exhibit X.25 shows the boarding and alighting activity for Route 1 Northbound. The majority of the boarding activity was concentrated during the Midday and P.M. Peak day-parts. The least productive day-part was the A.M. Other which had below one passenger per trip. Comparatively, Route 1 Northbound was less productive than Route 1 Southbound as well as had the lowest average boardings and alightings among the Fixed-Route service.

Exhibit X.25 Route 1 Northbound Activity by Day-Part

Route 1 Northbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	2	3	0.4	0.6	5
AM Peak	79	85	6.1	6.5	13
Midday	287	251	11.0	9.7	26
PM Peak	154	139	11.0	9.9	14
PM Other	13	17	1.6	2.1	8

Exhibits X.26 and x.27 show the top five boarding and alighting stops for Route 1 Northbound. The Vallejo Ferry Terminal (serves as the primary transfer center during the York and Marin Transfer Center construction) and had the highest total number of

boardings. The Sereno Transit Center had the second greatest number of boardings and the highest number of alightings.

Exhibit X.26 Route 1 Northbound Top 5 Boarding Stops

Route 1 Northbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	164
2	Sereno Transit Center	69
3	Broadway & Tennessee	68
4	Broadway & Nebraska	40
5	Sonoma & Longs	33

Exhibit X.27 Route 1 Northbound Top 5 Alighting Stops

Route 1 Northbound		
Rank	Stop	Alightings
1	Sereno Transit Center	79
2	Sonoma & Yolano	51
3	Broadway & Illinois	44
4	Sonoma & Mini Drive	41
5	Sonoma & Longs	39

As noted above, Route 1 Southbound had much higher boarding and alighting activity. The day-part with the greatest number of boardings was Midday followed by A.M. Peak. The least productive was P.M. Other day-part.

When comparing the P.M. Other day-part with the A.M. Other day-part, the ride check revealed the P.M. Other may have too much service relative to the number of riders it attracts. For example, the A.M. Other day-part has more than twice the passenger activity using only four trips versus the seven used in the P.M. Other day-part. In short, reducing service during the P.M. Other day-part could bring boarding and alighting averages more in line with other day-part averages.

Exhibit X. 29 Route 1 Southbound Activity by Day-Part

Route 1 Southbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	45	34	11.3	8.5	4
AM Peak	170	202	14.2	16.8	12
Midday	362	379	13.9	14.6	26
PM Peak	151	163	10.8	11.6	14
PM Other	16	15	2.3	2.1	7

Exhibits X.30 and x.31 show the top five stops for boarding and alighting for Route 1 Southbound. Again the Vallejo Ferry Terminal had the greatest number of boardings but also had the greatest number of alightings. This is likely due to the fact Route 1 Southbound serves the Ferry Terminal twice during a scheduled run.

Exhibit X. 30 Route 1 Southbound Top 5 Boarding Stops

Route 1 Southbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	116
2	Porter & Magazine	62
3	Broadway & Mini	61
4	Sonoma & Redwood	52
5	Mini Drive & Elliot	34

Exhibit X. 31 Route Southbound Top 5 Alighting Stops

Route 1 Southbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	227
2	Broadway & Nebraska	53
3	Sonoma & Redwood	46
4	Sereno Transit Center	41
5	Curtola Park & Ride Lot (Lemon St)	33

Route 2 Boarding and Alighting Counts

Route 2 provides service between the downtown Vallejo and the northeastern portions of the city. The route operates weekdays, Saturdays, and holidays with northbound service at 5:20 a.m. until 8:00 p.m. during the week, and 6:30 a.m. to 10:40 p.m. on Saturday and holidays. Weekday southbound service is 5:30 a.m. until 7:20 p.m., while Saturday and Holiday service operates from 7:00 a.m. until 10:20 p.m.

Route 2 Northbound originates at the York and Marin Transfer Center and terminates at Gateway Drive and Griffin Drive, with the exception of the first weekday trip which originates at Broadway Street and Garibaldi Drive. Route 2 Southbound originates at Gateway and Griffin Drives and terminates at the York and Marin Transfer Center. Route 2 operates on one-hour headways during weekdays, Saturday, and holidays. The run-time is approximately 28 minutes for northbound service and 22 minutes for southbound service. Riders may request additional stops during some trips. During weekday morning, Route 2 Southbound passengers are able to request the bus stop at the Vallejo Ferry Terminal. On Saturday and holidays, passengers on the last Route 2 Northbound may request service to Gateway and Griffin Drives.

Exhibit X. 33 shows the boarding and alighting activity for Route 2 Northbound by day-part. Both boarding and alighting were particularly concentrated during the Midday day-part. As a result average boardings and alightings per trip were at their highest during this day-part.

The relatively low average boarding and alighting activity observed during the A.M. Other and P.M. Other day-parts suggest Vallejo Transit may be providing a service level in excess of actual demand. Typically ridership is low during these day-parts. Reducing service during these day-parts could help reduce Operating Cost while minimizing impact to overall ridership.

Exhibit X. 33 Route 2 Northbound Activity by Day-Part

Route 2 Northbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	1	0	0.5	0.0	2
AM Peak	61	35	10.2	5.8	6
Midday	216	163	15.4	11.6	14
PM Peak	81	56	13.5	9.3	6
PM Other	23	11	4.6	2.2	5

Exhibits x.34 and x.35 list the top five boarding and alighting stops for Route 2 Northbound. The boarding locations for Route 2 Northbound are more concentrated than alighting locations which suggests a large number of patrons use another route to connect with Route 2 at the Vallejo Ferry Terminal.

Exhibit X.34 Route 2 Northbound Top 5 Boarding Stops

Route 2 Northbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	123
2	Sereno Transit Center	43
3	Sacramento & Virginia	33
4	Sacramento & Valle Vista	19
5	Mini Drives & Corcoran	18

Exhibit X.35 Route 2 Northbound Top 5 Alighting Stops

Route 2 Northbound		
Rank	Stop	Alightings
1	Sacramento & Valle Vista	33
2	Mini Drives & Corcoran	32
3	Griffin & Taper	27
4	Sereno Transit Center	21
5	Gateway & Griffin Drives	18

Exhibit x.36 Route 2 Northbound Boarding and Alighting

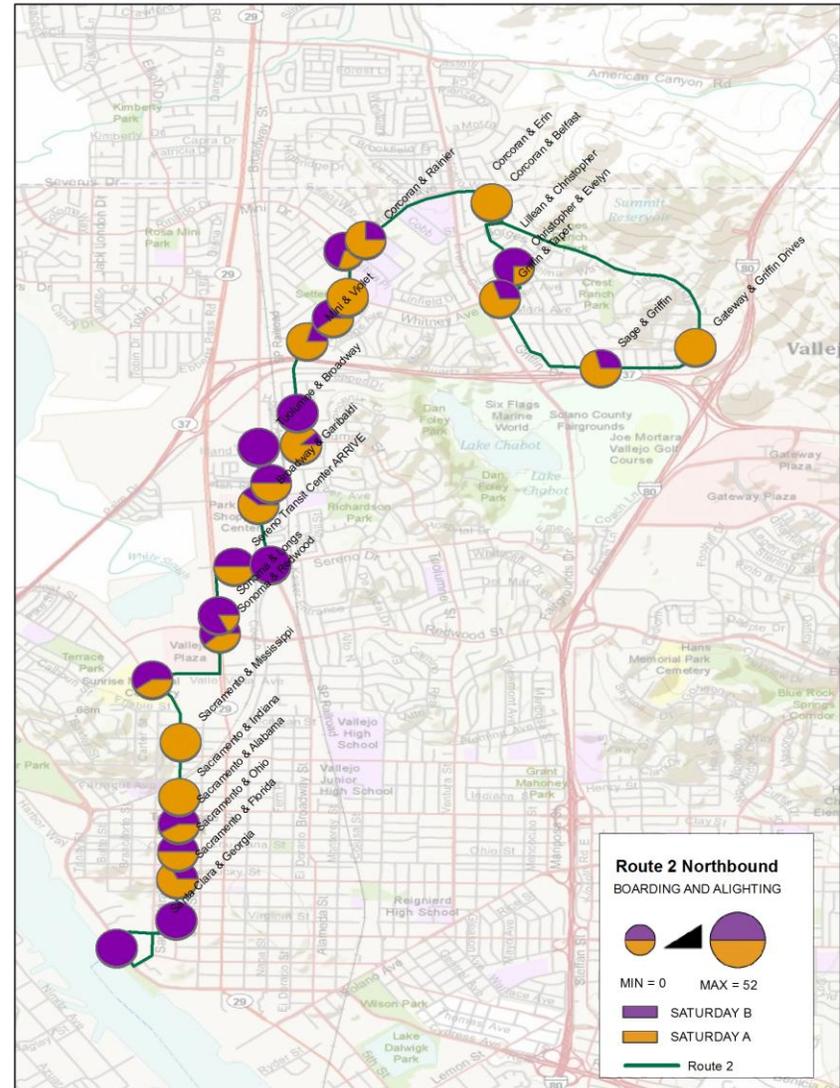
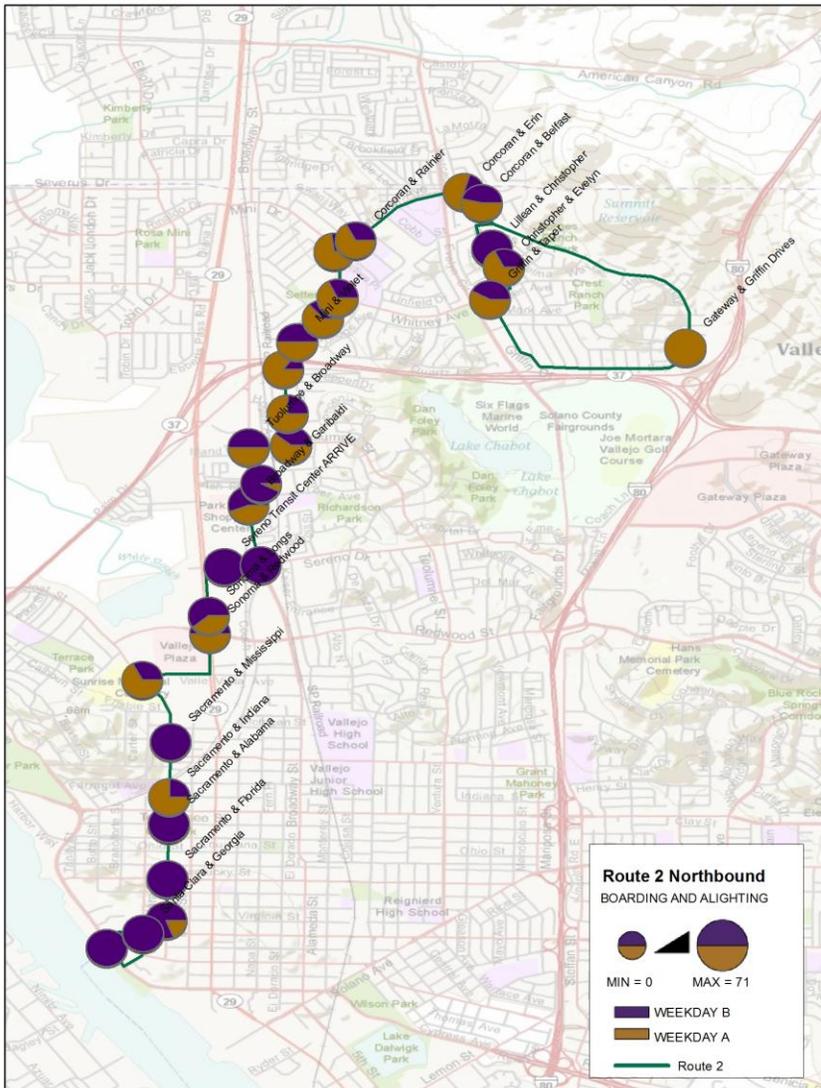


Exhibit X. 37 lists the boarding and alighting activity for Route 2 Southbound by day-part. As with the Northbound alignment, passenger activity was concentrated in the Midday day-part. However, the A.M. Peak day-part had higher average boarding and alighting activity.

Exhibit X.37 Route 2 Southbound Activity by Day-Part

Route 2 Southbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	12	11	6.0	5.5	2
AM Peak	67	93	11.2	15.5	6
Midday	112	134	9.3	11.2	12
PM Peak	48	87	6.0	10.9	8
PM Other	14	7	4.7	2.3	3

Exhibits x.38 and x.39 list the top five boarding and alighting stops for Route 2 Southbound. In contrast to Route 2 Northbound, the top five boarding and alighting stops are more widely distributed. Still, the Vallejo Ferry Terminal is the top alighting location which reflects high bus-to-bus or bus-to-ferry connection activity.

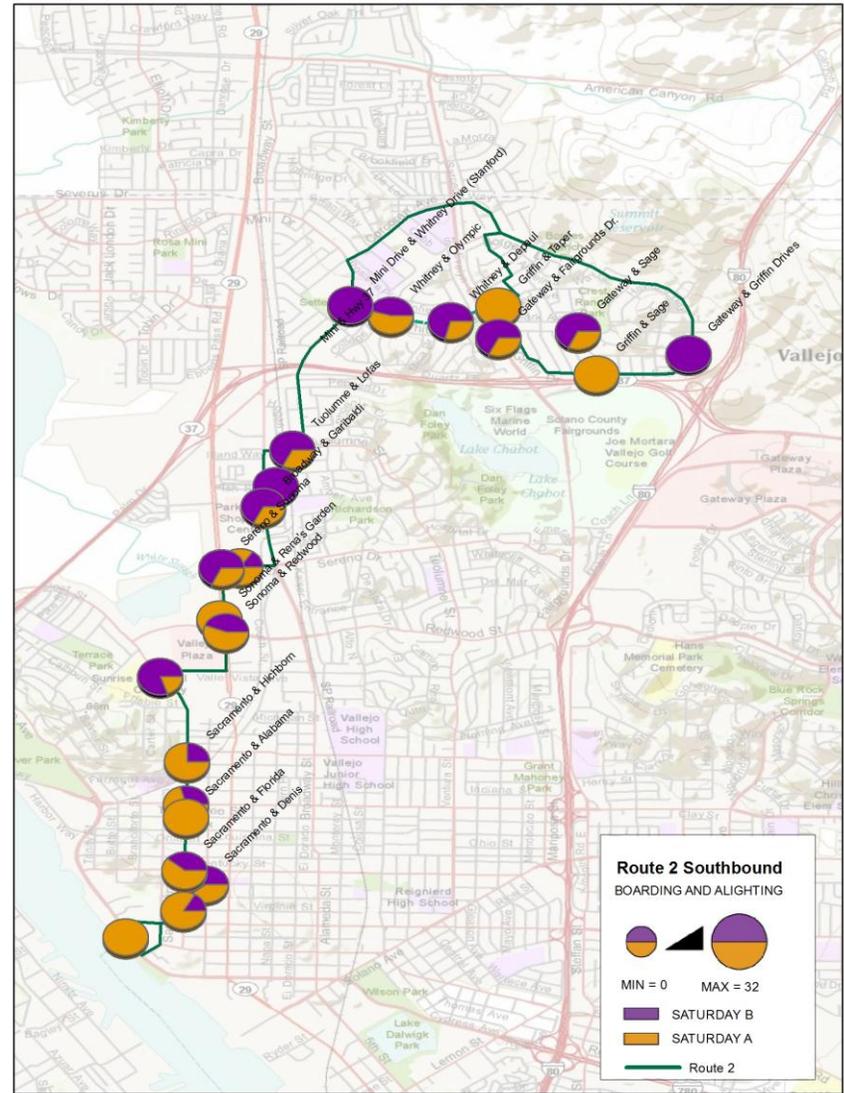
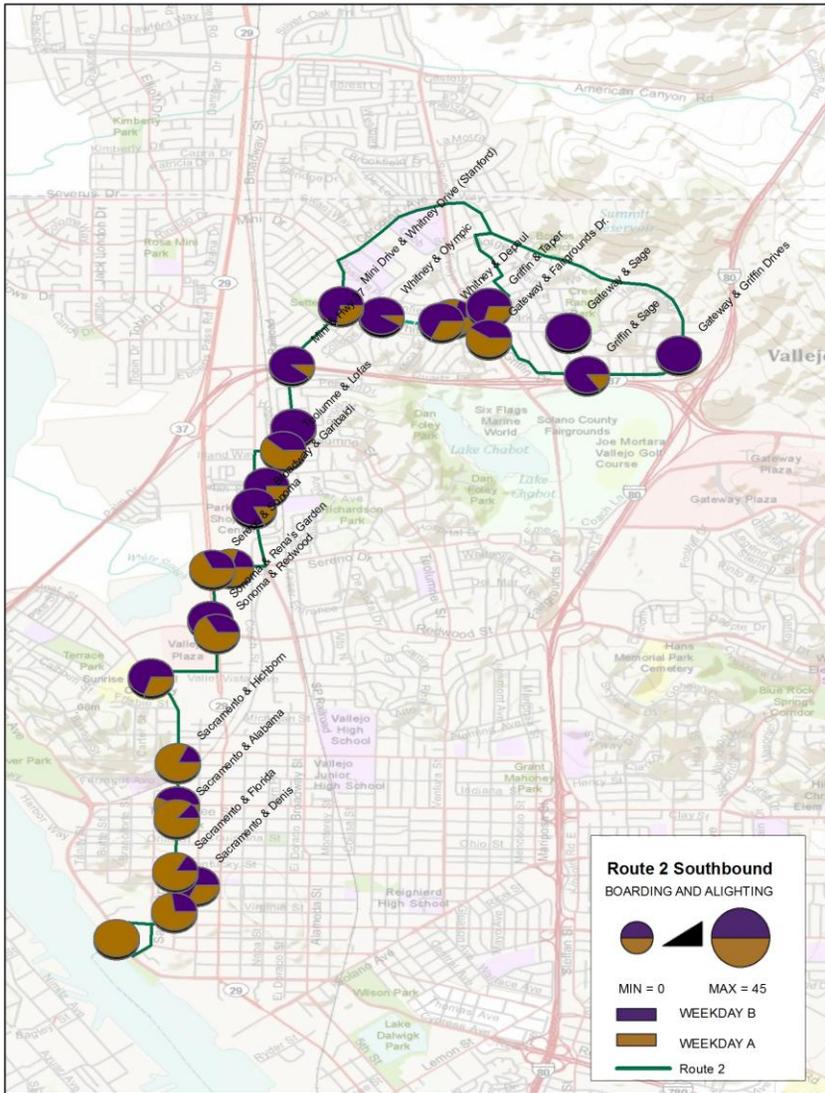
Exhibit X.38 Route 2 Southbound Top 5 Boarding Stops

Route 2 Southbound		
Rank	Stop	Boardings
1	Valle Vista & Sacramento	34
2	Whitney & Depaul	23
3	Mini Drive & Whitney Drive	19
4	Gateway & Griffin Drives	18
5	Whitney & Olympic	18

Exhibit X.39 Route 2 Southbound Top 5 Alighting Stops

Route 2 Southbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	67
2	Sereno Transit Center	63
3	Sacramento & Virginia	40
4	Sonoma & Redwood	26
5	Sacramento & Florida	20

Exhibit x.40 Route 2 Southbound Boarding and Alighting



Route 3 Boarding and Alighting Counts

Route 3 provides service between downtown Vallejo and the southeastern portions of the city. The route has two eastbound and two westbound trips per day. The first eastbound trip originates from the York and Marin Transfer Point at 6:30 a.m. and terminates at the end of Glen Cove Road at 7:00 a.m. The second run starts at 3:00 p.m. and ends at 3:30 p.m. The first westbound trip originates at Glen Cove Road at 7:00 a.m. and terminates at the York and Marin Transfer Center at 7:20 a.m. The second eastbound trip starts at 3:00 p.m. and ends at 3:20 p.m. The service only operates on weekdays.

As noted above, Route 3 provides only two trips in each direction during weekdays. Exhibit X. 41 lists the boarding and alighting activity by day-part. Compared with other routes, Route 3 Eastbound had one of the higher average boarding and alighting counts. This is attributable to only one trip operating during the two day-parts.

Exhibit X. 41 Route 3 Eastbound Activity by Day-Part

Route 3 Eastbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	-	-	-	-	-
AM Peak	17	17	17.0	17.0	1
Midday	14	14	14.0	14.0	1
PM Peak	-	-	-	-	-
PM Other	-	-	-	-	-

Exhibits X.42 and x.43 list the top five boarding and alighting stops for Route 3 Eastbound. Not surprising the origin (Vallejo Ferry Terminal) and the terminus (Glen Cove Road END) had the highest boarding and alighting. This suggests many residents in the southeast portion of the city use Route 3 to return home. Also it suggests Route 3 patrons likely also utilized another route to access the Vallejo Ferry Terminal.

Exhibit X. 42 Route 3 Eastbound Top 5 Boarding Stops

Route 3 Eastbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	11
2	Glen Cove & N. Regatta	4
3	Georgia & Fernwood	3
4	Glen Cove & Robles	3
5	Georgia & El Dorado	2

Exhibit X. 43 Route 3 Eastbound Top 5 Alighting Stops

Route 3 Eastbound		
Rank	Stop	Alightings
1	Glen Cove Road END	17
2	Glen Cove & N. Regatta	7
3	Georgia St. & Amador St.	2
4	Georgia St. & 14th	2
5	Glen Cove & Saybrook	2

Exhibit x.44 Route 3 Eastbound Boarding and Alighting Activity

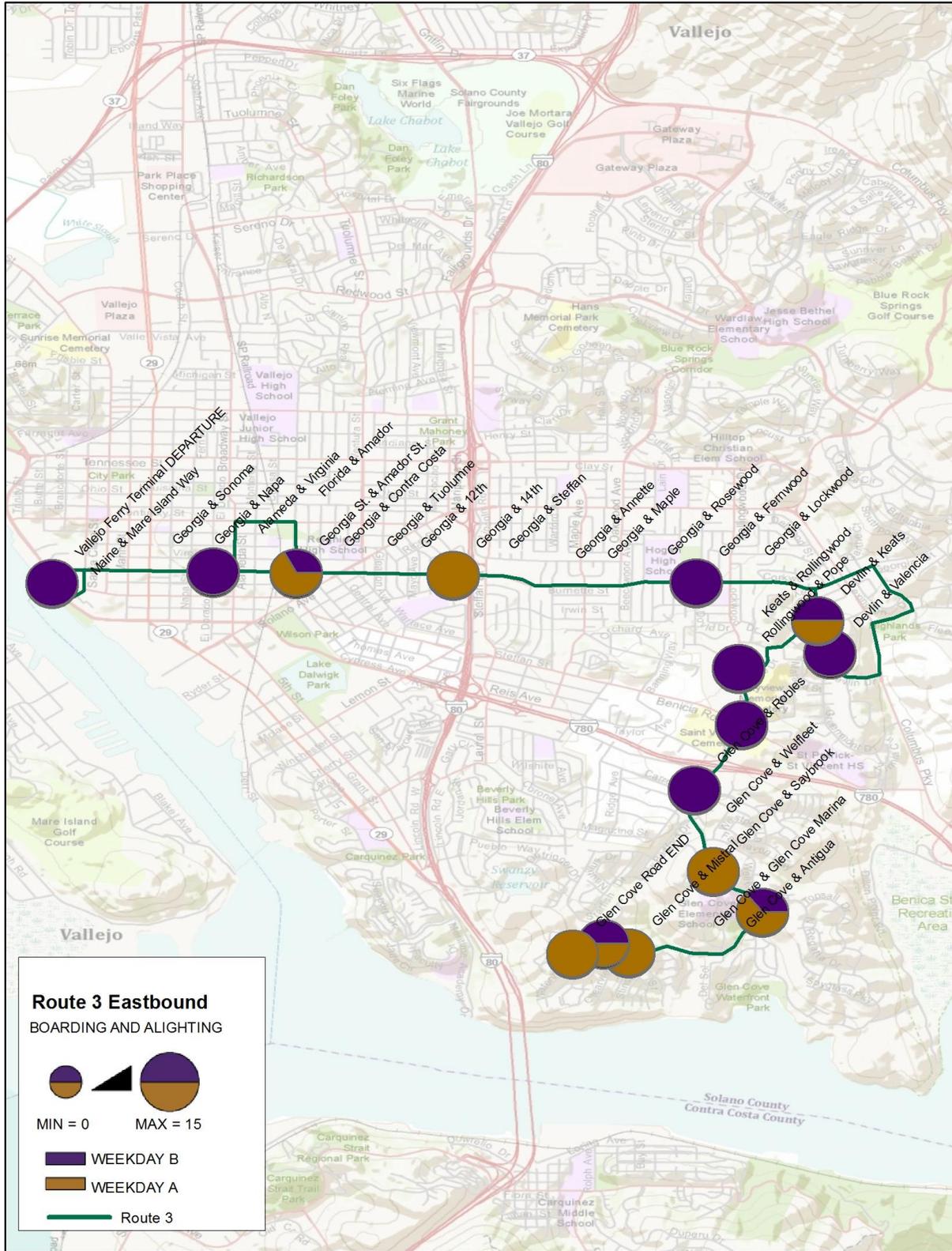


Exhibit X.45 lists boarding and alighting activity for Route 3 Westbound. The A.M. Peak trip had one of the highest average boarding and alighting activity of the Fixed-Route service. Again this was largely a function of the single trip. However, the ride check revealed very little ridership during the Midday day-part. This suggests very little demand for service to the York and Marin Transfer Center during the Midday day-part.

Exhibit X.45 Route 3 Westbound Activity by Day-Part

Route 3 Westbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	-	-	-	-	-
AM Peak	25	25	25.0	25.0	1
Midday	4	4	4.0	4.0	1
PM Peak	-	-	-	-	-
PM Other	-	-	-	-	-

Exhibit X.46 and x.47 list the top five boarding and alighting stops for Route 3 Westbound. Route 3 Westbound primarily brings patrons into downtown Vallejo. The top boarding stop was the origin (Glen Cove Road END) and the top alighting stop was the Vallejo Ferry Terminal. Again, this suggests many patrons use Route 3 to access the Vallejo Ferry Terminal which served as the primary transfer point during construction of the York and Marin Transfer Center.

Exhibit X.46 Route 3 Westbound Top 4 Boarding Stops

Route 3 Westbound		
Rank	Stop	Boardings
1	Glen Cove Road END	18
2	Glen Cove & N. Regatta	4
3	Glen Cove & Bermuda	2
4	Glen Cove & Robles	2

Exhibit X.47 Route 3 Westbound Top 4 Alighting Stops

Route 3 Westbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	16
2	Georgia St. & Oakwood	3
3	Glen Cove & Robles	1
4	Georgia St. & Cedar	1

Route 4 Boarding and Alighting Counts

Route 4 provides service between downtown Vallejo and the north central portions of the city. The service operates primarily along the Tuolumne Street corridor, connecting the York and Marin Transfer Center with the Sereno Transit Center. Northbound service operates on weekdays 6:50 a.m. to 7:00 p.m., and Saturday and holidays from 9:30 a.m. to 5:00 p.m. Route 4 Southbound service operates on weekdays from 7:00 a.m. to 6:20 p.m., and on Saturday and holidays from 10:00 a.m. to 4:20 p.m.

Route 4 Northbound originates at the York and Marin Transfer Center and terminates at the Sereno Transit Center. Route 4 Southbound starts at the Sereno Transit Center and ends at the York and Marin Transfer Center. Route 4 operates on 60-minute headways with a 24-minute trip duration.

Exhibit X.49 shows the boarding and alighting activity by day-part for Route 4 Northbound. As noted with the routes above, Route 4 Northbound had most of its passenger boarding and alighting activity occur during the Midday day-part. This suggests Route 4 Northbound is used primarily for non-peak trips versus more traditional “9 to 5” commute trips. This route also serves both hospitals and social services (Solano County Courthouse and Social Services (i.e., adjacent to each other).

Exhibit X.49 Route 4 Northbound Activity by Day-Part

Route 4 Northbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	-	-	-	-	-
AM Peak	47	44	15.7	14.7	3
Midday	124	94	17.7	13.4	7
PM Peak	25	20	8.3	6.7	3
PM Other	-	-	-	-	-

Exhibits X.50 and x.51 list the top five boarding and alighting stops for Route 4 Northbound. When comparing boarding and alighting locations, the boardings are more concentrated than the alighting stops. This suggests riders likely transferred from another route to Route 4 to complete their trip.

Exhibit X.50 Route 4 Northbound Top 5 Boarding Stops

Route 4 Northbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	76
2	Solano County Courthouse	20
3	Tuolumne & Ohio	12
4	Hospital Drive	12
5	Tuolumne & Hospital Drive	11

Exhibit X.51 Route 4 Northbound Top 5 Alighting Stops

Route 4 Northbound		
Rank	Stop	Alightings
1	Sereno & Sonoma	18
2	Tuolumne & Ohio	15
3	Couch & Redwood	14
4	Solano County Courthouse	13
5	Hospital Drive	13

Exhibit x.52 Route 4 Northbound Boarding and Alighting

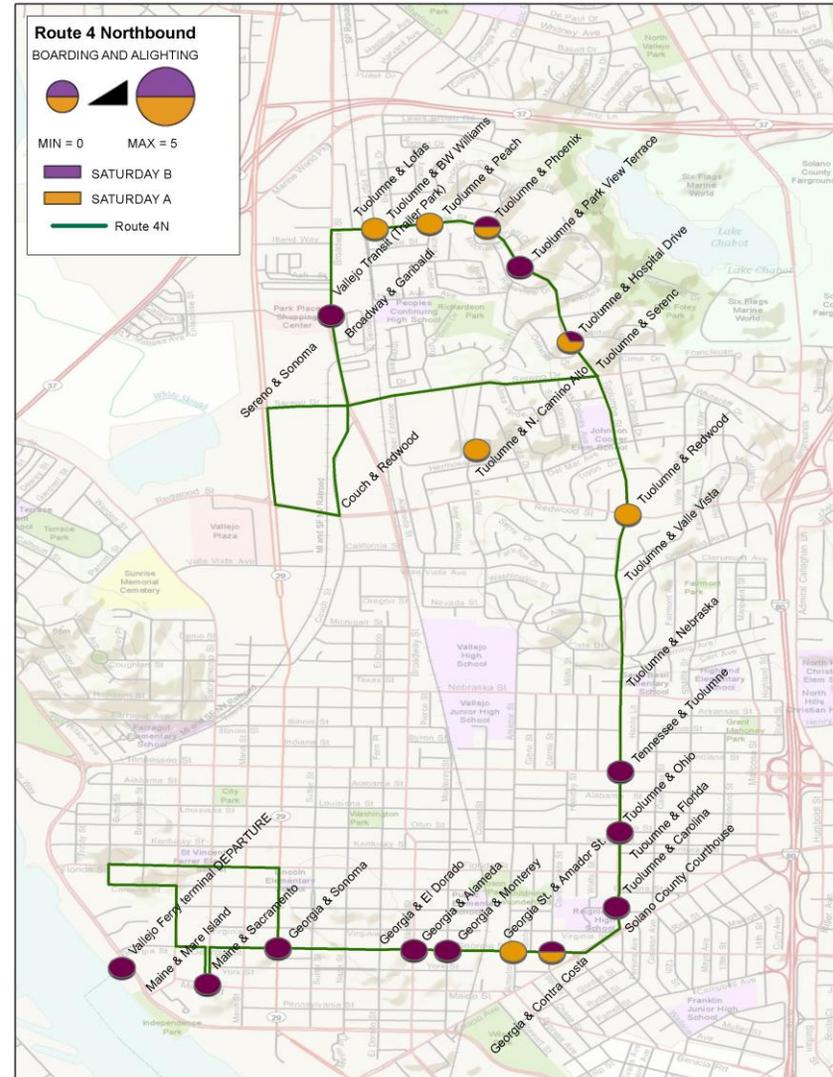
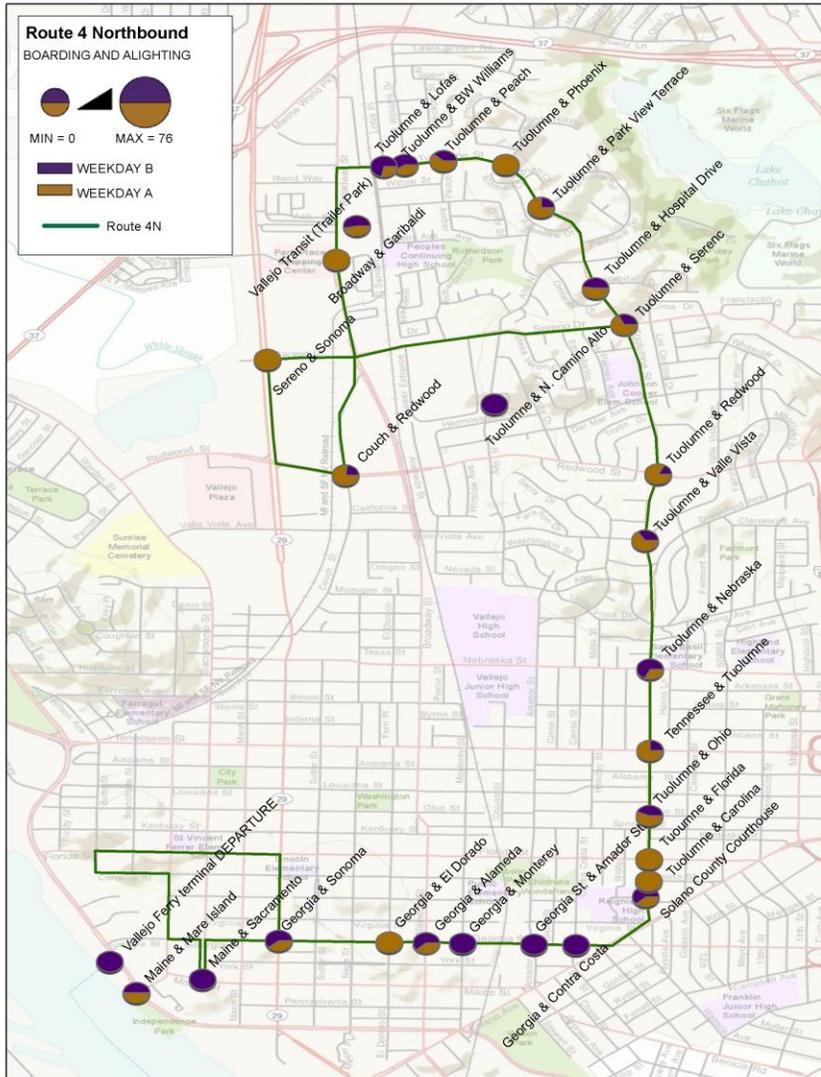


Exhibit X.53 shows the boarding and alighting activity for Route 4 Southbound by day-part. As with Route 4 Northbound, Route 4 Southbound had the majority of its passenger boarding and alighting activity concentrated during the Midday day-part. This points to the likelihood patrons of Route 4 complete their outbound and return trips during the same day-part. In other words, their trip purpose is not time-specific such as an eight-hour work day. This suggests Route 4 is likely used for discretionary trip purposes like shopping or accessing healthcare.

Exhibit X.53 Route 4 Southbound Activity by Day-Part

Route 4 Southbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	-	-	-	-	-
AM Peak	30	23	10.0	7.7	3
Midday	86	69	14.3	11.5	6
PM Peak	17	16	5.7	5.3	3
PM Other	-	-	-	-	-

Exhibits X.54 and x.55 list the top five boarding and alighting stops for Route 4 Southbound. As with Route 4 Northbound, Route 4 Southbound had boardings fairly concentrated at the start of the trip with alighting more evenly distributed. Additionally, the top boarding and alighting stop are also transfer points. This suggests customers likely utilized other routes to complete their trip.

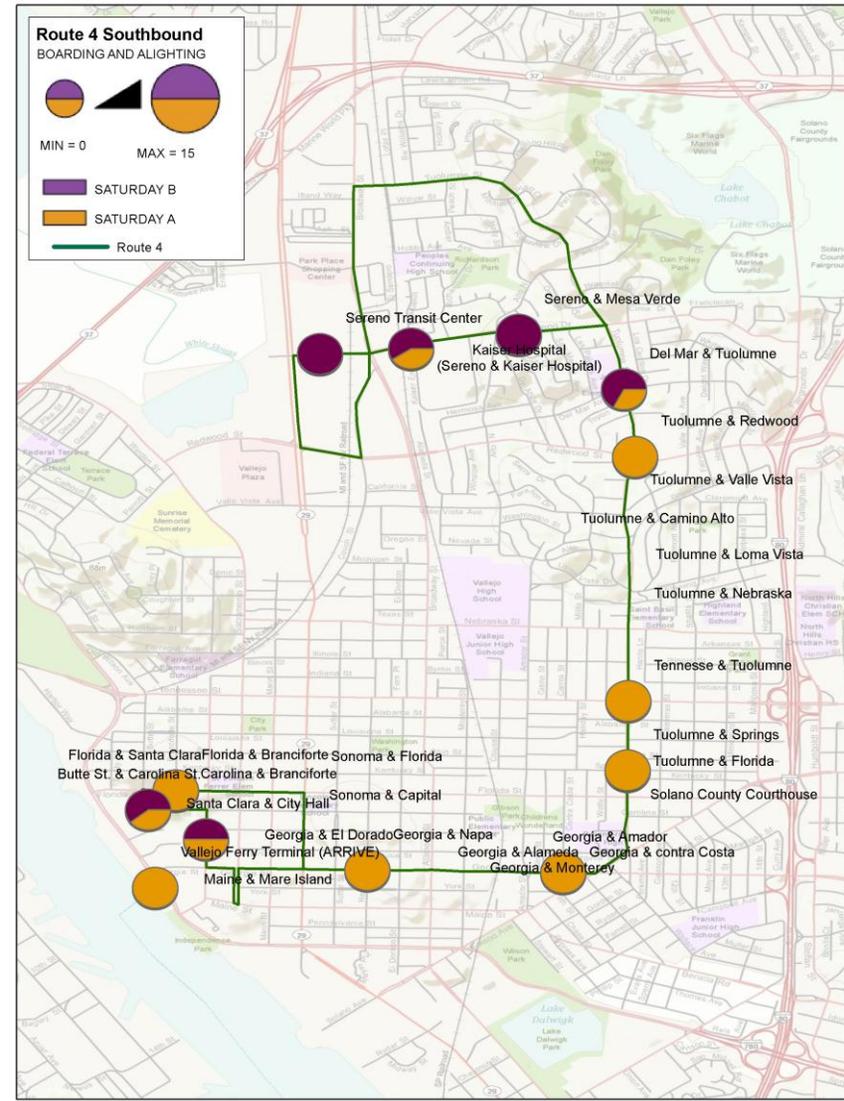
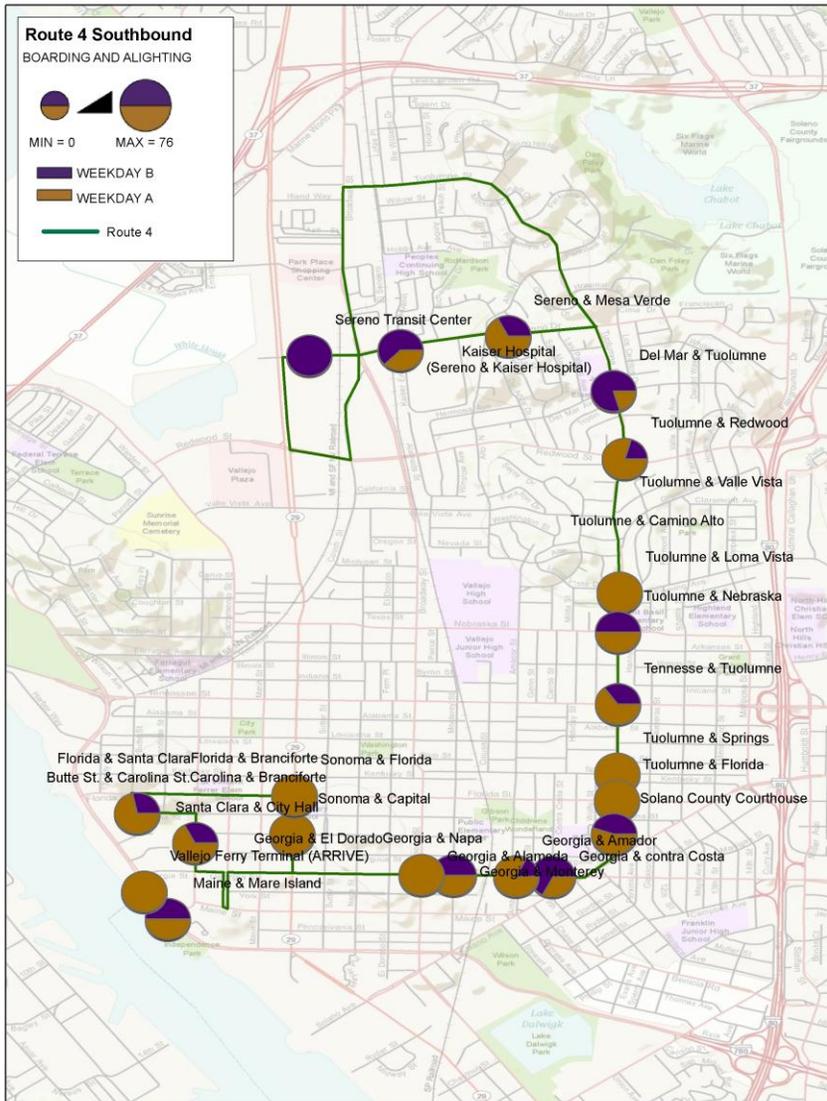
Exhibit X.54 Route 4 Southbound Top 5 Boarding Stops

Route 4 Southbound		
Rank	Stop	Boardings
1	Sereno Transit Center	69
2	Kaiser Hospital	16
3	Solano County Courthouse	15
4	Del Mar & Tuolumne	12
5	Tennessee & Tuolumne	5

Exhibit X.55 Route 4 Southbound Top 5 Alighting Stops

Route 4 Southbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	27
2	Solano County Courthouse	18
3	Kaiser Hospital	10
4	Tennessee & Tuolumne	9
5	Santa Clara & City Hall	8

Exhibit x.56 Route 4 Southbound Boarding and Alighting



Route 5 Boarding and Alighting Counts

Route 5 operates as a clockwise loop throughout the western, central, and eastern portions of Vallejo. Route 5 operates seven days a week with a modified route alignment during the weekend. Weekday service is 5:30 a.m. until 8:40 p.m. Saturday service is 6:30 a.m. until 6:15 p.m., while Sunday service is 7:00 a.m. until 6:30 p.m.

Route 5 operates on 30-minute headways during the weekday and on 60-minute headways on the weekends. The trip duration for Route 5 is 75 minutes. The majority of runs start and end at the York and Marin Transfer Center. The balance of the trips start at the Plaza Drive/Costco entrance.

Exhibit X.57 shows the boarding and alighting activity by day-part for Route 5. Based on the ride check, passenger boarding and alighting activity picked-up markedly during the A.M. Peak through the P.M. Peak with a sharp decline in the P.M. Other. This suggests one P.M. Other trip could be reassigned or eliminated to reduce total Vehicle Service Hours.

Exhibit X.57 Route 5 Activity by Day-Part

Route 5					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	13	13	13.0	13.0	1
AM Peak	190	199	17.3	18.1	11
Midday	488	503	21.2	21.9	23
PM Peak	223	211	17.2	16.2	13
PM Other	17	15	8.5	7.5	2

Exhibits X.58 and X.59 present the top five boarding and alighting stops for Route 5. The top two boarding stops were transfer points which suggests patrons use Route 5 in conjunction with other routes to complete their trip. The Vallejo Ferry Terminal also had the single highest number of alightings which confirms its value as an intermodal center.

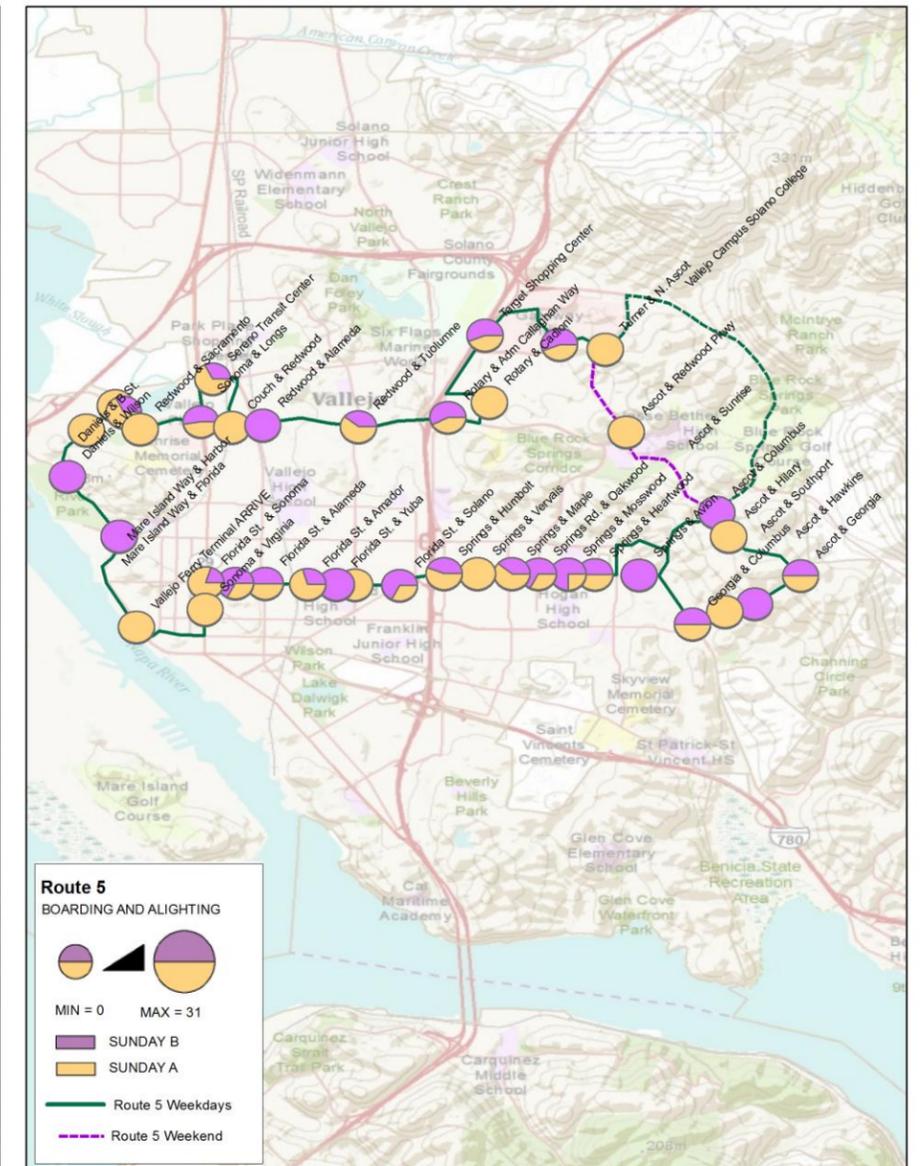
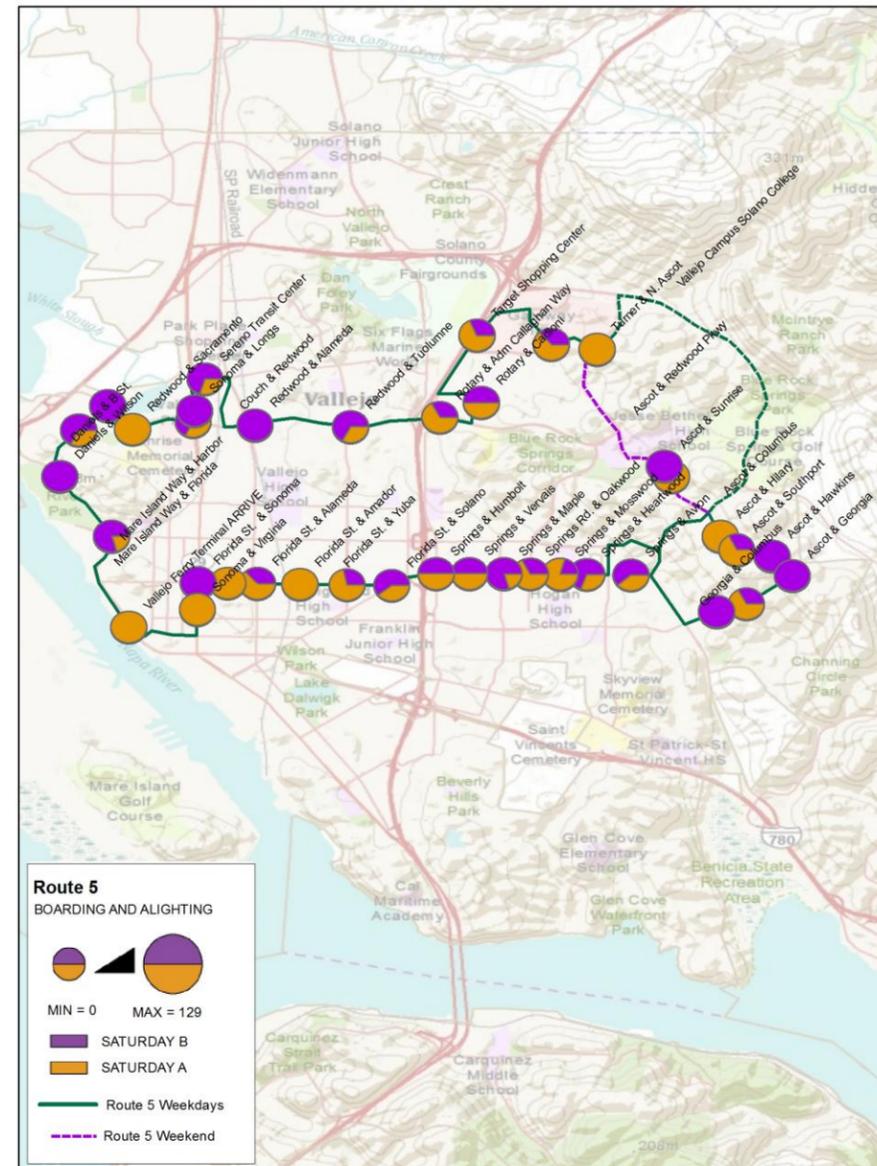
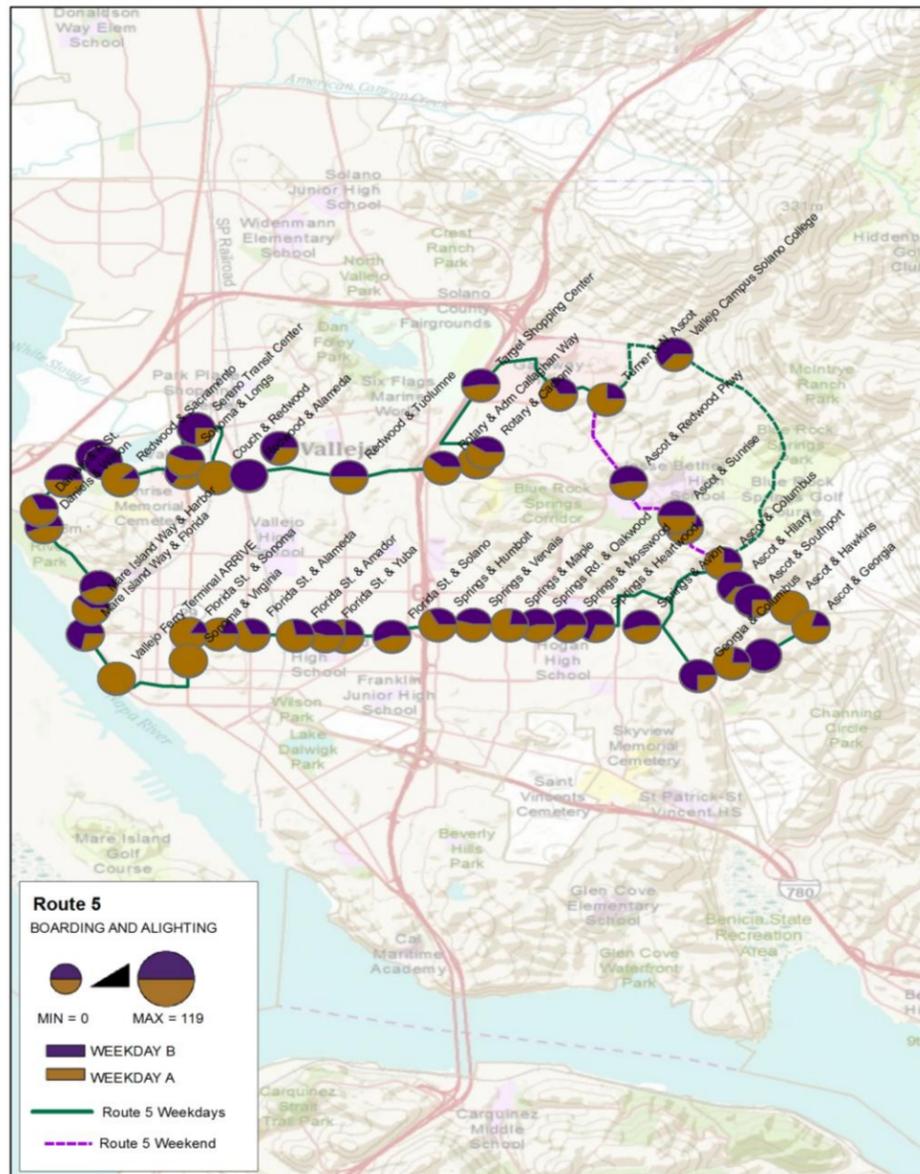
Exhibit X.58 Route Top 5 Boarding Stops

Route 5		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	185
2	Sereno Transit Center	135
3	Redwood & Seafood City	69
4	Target Shopping Center	60
5	Plaza Drive & Costco Gateway	40

Exhibit X.59 Route 5 Southbound Top 5 Alighting Stops

Route 5		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	177
2	Plaza Drive & Costco Gateway	68
3	Target Shopping Center	66
4	Sereno Transit Center	58
5	Redwood & Seafood City	42

Exhibit X.60 Route 5 Boarding and Alighting



Route 6 Boarding and Alighting Counts

Route 6 operates on a counter-clockwise alignment connecting downtown Vallejo with the central portions of the city and the Beverly Hills neighborhood in southern Vallejo. Route 6 runs 5:20 a.m. until 8:20 p.m. on weekdays, and 6:50 a.m. until 8:00 p.m. on Saturday and holidays.

Route 6 has one-hour headways for all service days. The trip duration for Route 6 is 50 minutes. The majority of trips start and end at the York and Marin Transfer Center with the balance of trips starting at Benicia Road and Rollingwood Drive.

Exhibit X.61 list the boarding and alighting activity by day-part for Route 6. Passenger boarding and alighting activity was primarily concentrated during the A.M. Peak and Midday day-parts with a sharp drop-off during the P.M. Peak and another during the P.M. Other.

Exhibit X.61 Route 6 Activity by Day-Part

Route 6					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	10	10	5.0	5.0	2
AM Peak	123	105	20.5	17.5	6
Midday	243	194	17.4	13.9	14
PM Peak	71	67	11.8	11.2	6
PM Other	15	15	7.5	7.5	2

Exhibits x.62 and x.63 list the top five boarding and alighting stops for Route 6. The boardings and alightings are concentrated primarily around the Vallejo Ferry Terminal which suggests customers used Route 6 in conjunction with other routes to complete their trip. Since the ride check confirmed customers likely use multiple routes to complete their trip, SolTrans should focus on minimizing transfer penalties (i.e., long wait times, walk times, and vehicle dwell times) while ensuring adequate time to transfer between routes.

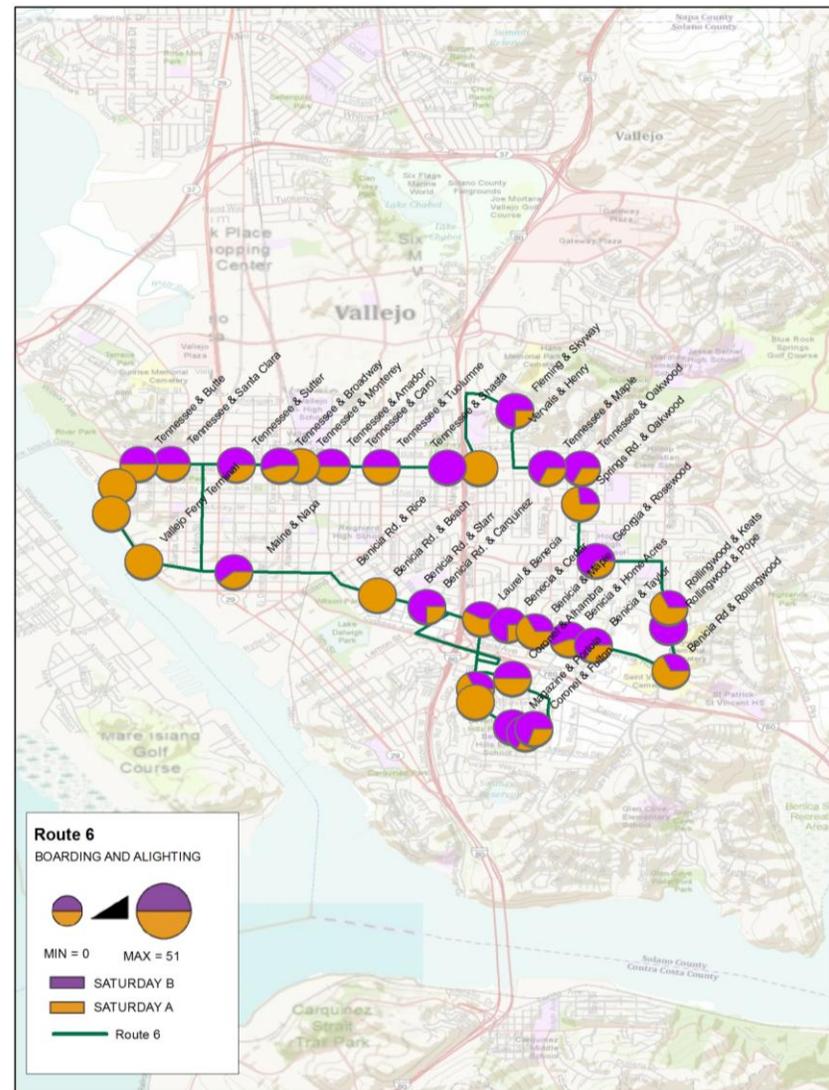
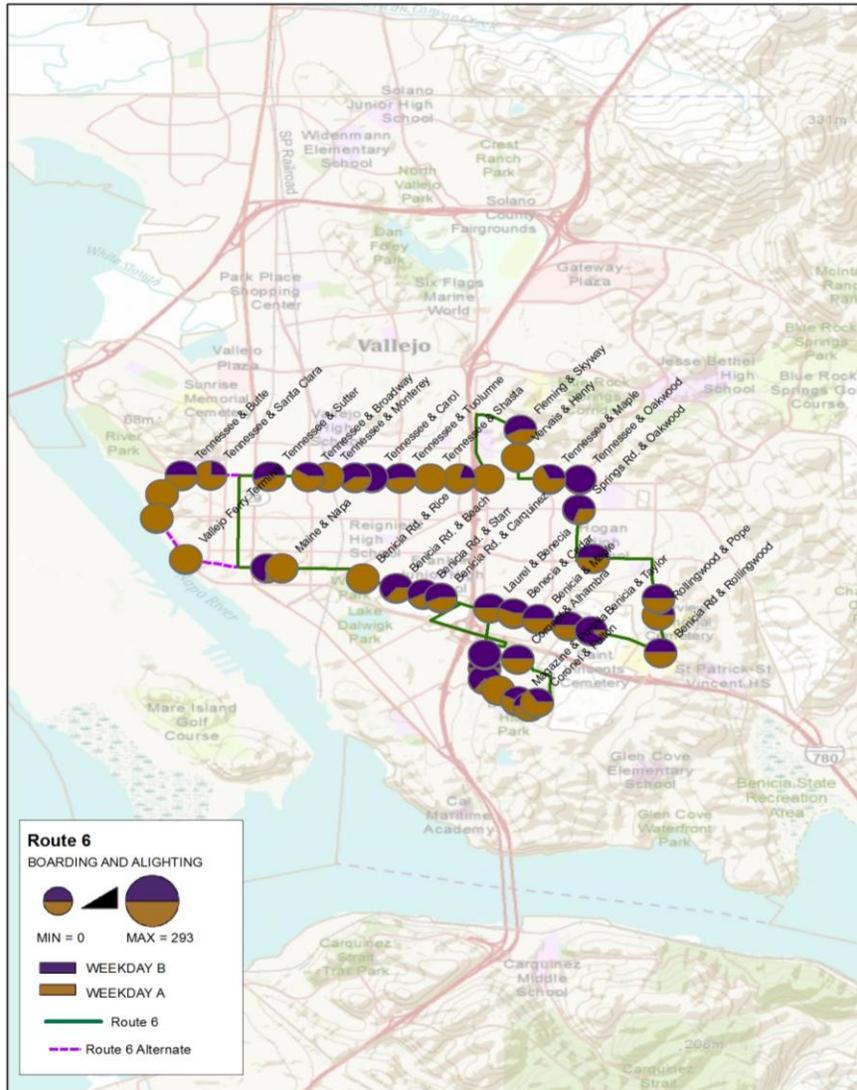
Exhibit X.62 Route 6 Top 5 Boarding Stops

Route 6		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	168
2	Springs Rd. & Oakwood	23
3	Coronel & Fulton	21
4	Tennessee & Amador	20
5	Georgia & Rosewood	19

Exhibit X.63 Route 6 Top 5 Alighting Stops

Route 6		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	113
2	Coronel & Fulton	26
3	Georgia & Rosewood	18
4	Springs Rd. & Oakwood	17
5	Tennessee & Amador	14

Exhibit x.64 Route 6 Boarding and Alighting Weekdays



Route 7 Boarding and Alighting Counts

Route 7 operates on a counter-clockwise loop along the same alignment as Route 5. Route 7 runs weekdays and Saturday 5:20 a.m. to 8:10 p.m. The majority of trips start and end at the York and Marin Transfer Center with two trips starting at Ascot Parkway and Redwood Parkway and one trip terminating at the Sereno Transit Center. Route 7 has a duration of 57 minutes and operates on 30-minute headways.

Exhibit x.65 shows the boarding and alighting activity for Route 7 by day-part. By contrast to Route 5, boarding and alighting activity was concentrated primarily in the A.M. Peak and P.M. Peak day-parts. This suggests patrons use Route 7 to access their destination during the morning and return using Route 5.

Exhibit X.65 Route 7 Activity by Day-Part

Route 7					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	24	18	8.0	6.0	3
AM Peak	191	181	23.9	22.6	8
Midday	579	515	29.0	25.8	20
PM Peak	153	140	15.3	14.0	10
PM Other	27	29	13.5	14.5	2

Exhibits x.66 and x.67 list the top five boarding and alighting stops for Route 7. In terms of boardings, the Vallejo Ferry Terminal had the highest number followed by Spring Road and Oakwood Avenue which is adjacent to a major shopping center and two schools. With respect to alighting, the Sereno Transit Center had the most followed by three stops adjacent to a major retail center and the Vallejo Ferry Terminal. This stands in contrast to Route 5 which had more concentrated boarding and alighting activity at the major transfer centers.

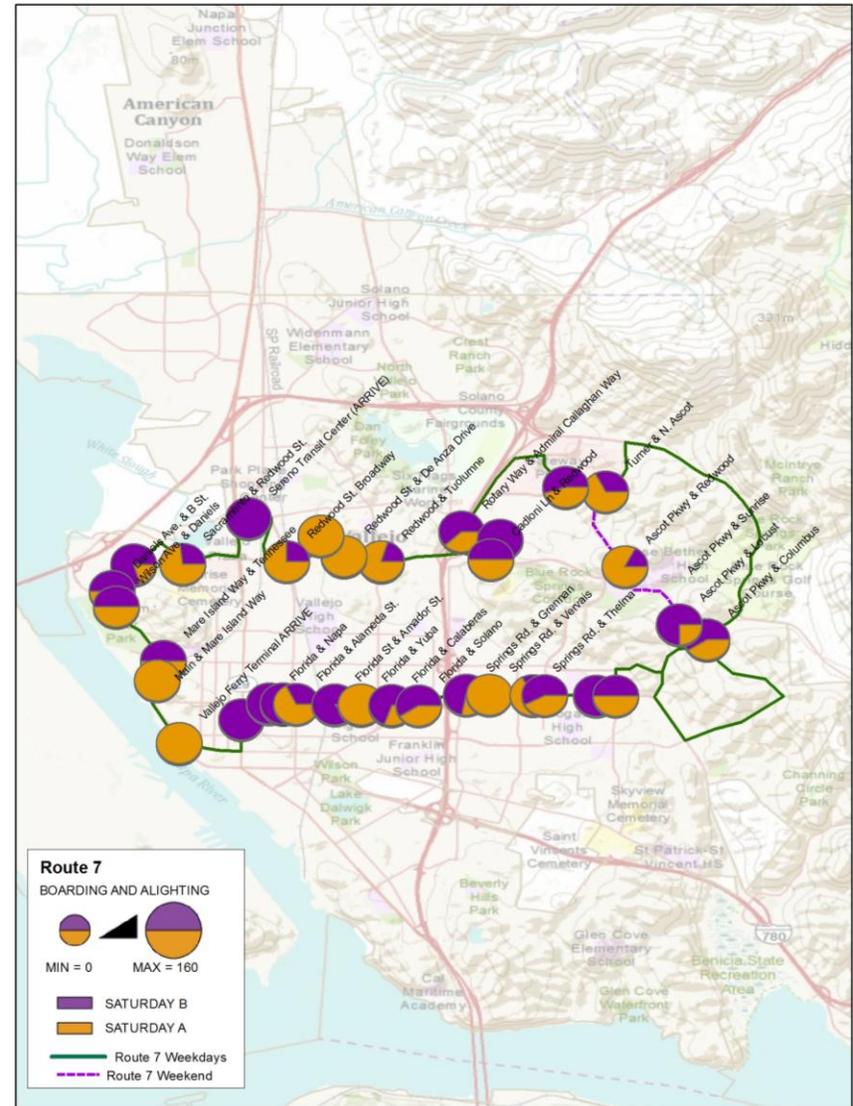
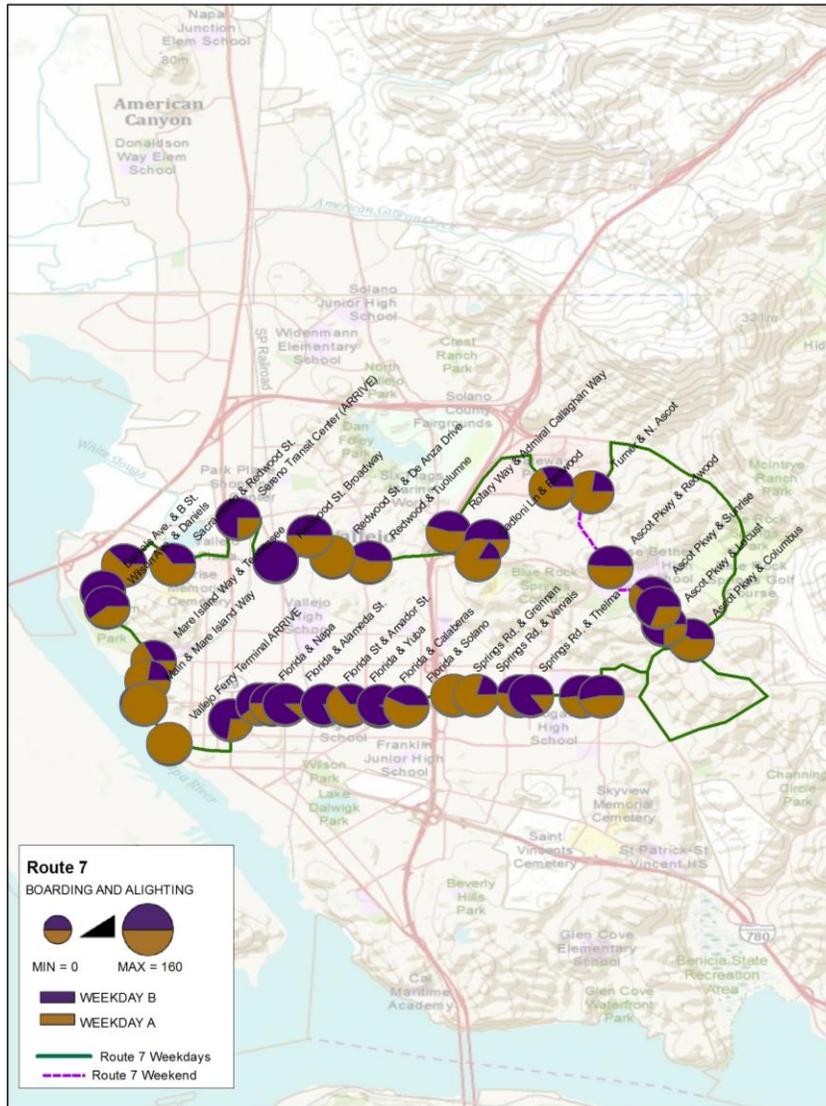
Exhibit X.66 Route 7 Top 5 Boarding Stops

Route 7		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	187
2	Springs Rd. & Oakwood	134
3	Sereno Transit Center	94
4	Cadlone Ln & Redwood	92
5	Target Shopping Center	87

Exhibit X.67 Route 7 Top 5 Alighting Stops

Route 7		
Rank	Stop	Alightings
1	Sereno Transit Center	106
2	Cadlone Ln & Redwood	81
3	Vallejo Ferry Terminal	63
4	Plaza Dr. & Costco	62
5	Target Shopping Center	44

Exhibit x.68 Route 7 Weekday Boarding and Alighting



Route 78 Boarding and Alighting Counts

Vallejo Route 78 is a limited-stop express bus providing service between the Vallejo Ferry Terminal and BART Station in Walnut Creek, as well intra-service connections linking the cities of Vallejo and Benicia. Patrons use this route to make inter-service trips via the BART to San Francisco International Airport and Daly City.

Northbound trips run every 30 minutes until 8:29 a.m., and then transition to hour headways during the Midday day-part (8:29 a.m. to 4:29 p.m.). The first northbound trip departs at the Military & First (City Park) stop instead of its origin point at the Walnut Creek BART station providing service to the Ferry Terminal. Northbound weekday service runs until 8:38 p.m., with Saturday service operating bihourly between 7:00 a.m. and 8:20 p.m. Southbound trips also run on 30-minute headways until 7:30 a.m. then follow varying headways until 8:05 p.m. Saturday trips operate on varying headways from 6:30 a.m. to 7:35 p.m.

Exhibit x.69 shows boarding and alighting activity on Vallejo Route 78 Northbound. As presented in the table below, the highest boarding and alighting activity occurred during the PM Peak day-part, averaging 11 boardings and 12 alightings per trip. Similarly, Vallejo Route 78 Southbound (Exhibit x.73) posted high boarding and alighting activity during the same day-part. This suggests a greater demand for service during evening commute hours and may warrant an adjustment in frequency of service or addition of a vehicle to meet demand.

Exhibit x.69 Vallejo Route 78 Northbound Activity by Day-Part

Route 78 Northbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	4	4	1.3	1.3	3
AM Peak	24	26	4.0	4.3	6
Midday	66	75	6.0	6.8	11
PM Peak	77	89	11.0	12.7	7
PM Other	12	14	4.0	4.7	3
Total	183	208	5.3	6.0	30

The AM Other day-part was the least productive day-part on Vallejo Route 78, averaging fewer than two boardings or alightings per trip. By contrast, Vallejo Route 78 Southbound posted higher boardings and alightings across all day-parts, with greater passenger volume per trip than Vallejo Route 78 Northbound. Passengers were more likely to patronize Vallejo Route 78 Northbound during Midday and P.M. Peak periods compared with Vallejo Route 78 Southbound service which experienced higher ridership during A.M. Peak and A.M. Other day-parts.

Exhibit x.70 Route 78 NB Top Boarding Stops

Route 78 Northbound		
Rank	Stop	Boardings
1	Walnut Creek Bart DEPARTURE	103
2	Military & First (City Park)	34
3	Military W. & W. 14th	13
4	E. 5th and Military E.	12
5	Military W. & W. 7th	10

Exhibit x.71 Route 78 NB Top Alighting Stops

Route 78 Northbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	84
2	Military & First (City Park)	25
3	Curtola Park & Ride (Curtola Pkwy & Lemon)	21
4	E. 5th and Military E.	16
5	Military W. & W. 7th	8
6	Military W. & W. 14th	8

The exhibits above represent combined boarding and alighting data for weekday and Saturday service. The highest boarding activity occurred at the BART station in Walnut Creek, while the highest alighting activity occurred at the Vallejo Ferry Terminal. This mirrors a trend of commuters boarding at the BART station and terminating their trips at the Ferry Terminal. This is not surprising given these two stops provide inter-service/multi-modal connections. On-time performance will be especially important on this route to ensure commuters are able to connect and make transfers between services within the transfer time provided.

In addition to the regional trips, there is significant boardings and alightings throughout Vallejo and Benicia. Based on previous Vallejo studies, it was estimated 33 percent of riders use this route for travel between Vallejo and Benicia. Our ride check data revealed, relatively strong demand for such trips.

Exhibit x.72 Route 78 Northbound Boarding and Alighting Activity

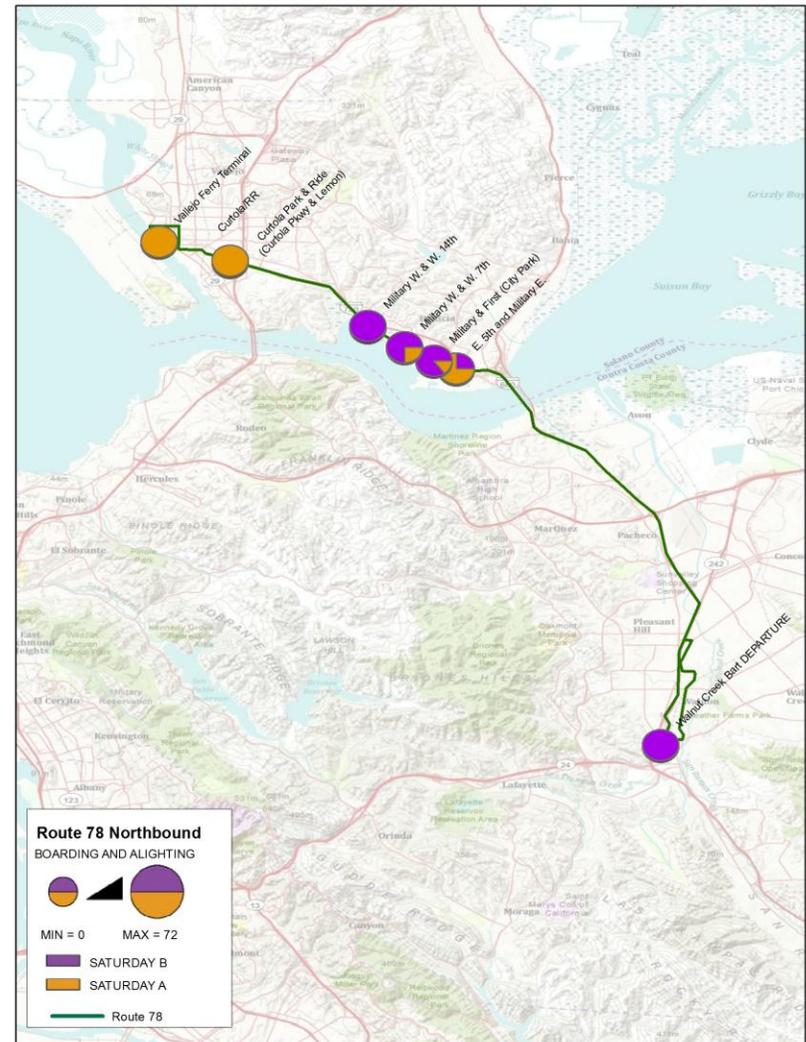
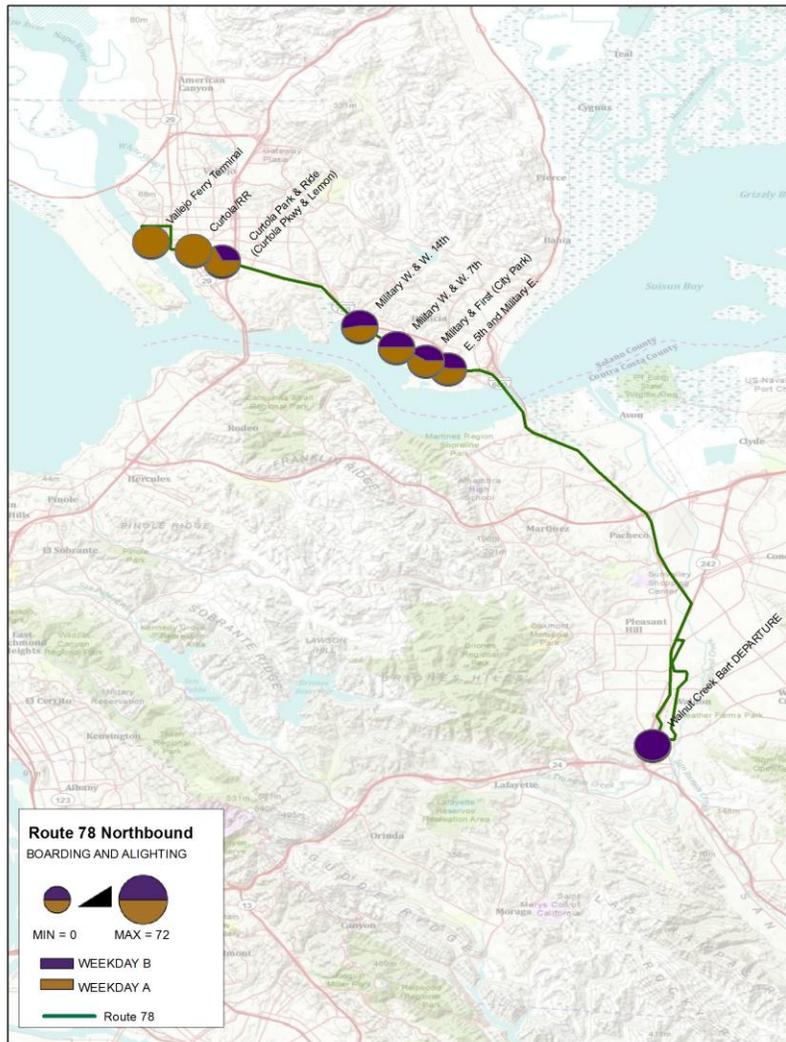


Exhibit x.73 lists the Route 78 Southbound boarding and alighting activity. Similar to results presented for the Route 78 Northbound service, the highest boarding and alighting activity occurred during the evening (PM Peak day-part), averaging as high as 26 boardings and 17 alightings per trip. In spite of transit ridership on the northbound route during the early morning (Exhibit x.67), southbound trips achieved more than 15 boardings and alightings per trip, suggesting a higher propensity for commuters to use this route for home-to-work travel during all day-parts.

Exhibit x.73 Route 78 Southbound Activity by Day-Part

Route 78 South					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	32	31	16.0	15.5	2
AM Peak	75	79	12.5	13.2	6
Midday	87	66	8.7	6.6	10
PM Peak	52	34	26.0	17.0	2
PM Other	-	-	-	-	-
Total	246	210	15.8	13.1	20

Similar to Vallejo Route 78 Northbound route, the BART stations (Pleasant Hill and Walnut Creek) and the Vallejo Ferry Terminal stops experienced higher boarding and alighting activity than any other stop. The commuter nature of this route which experiences high volumes of boarding and alighting activity during peak-hour periods (AM and PM Peak day-parts) supports the trend of high boarding and alighting activity at stops which attract inter- and intra-service connectivity.

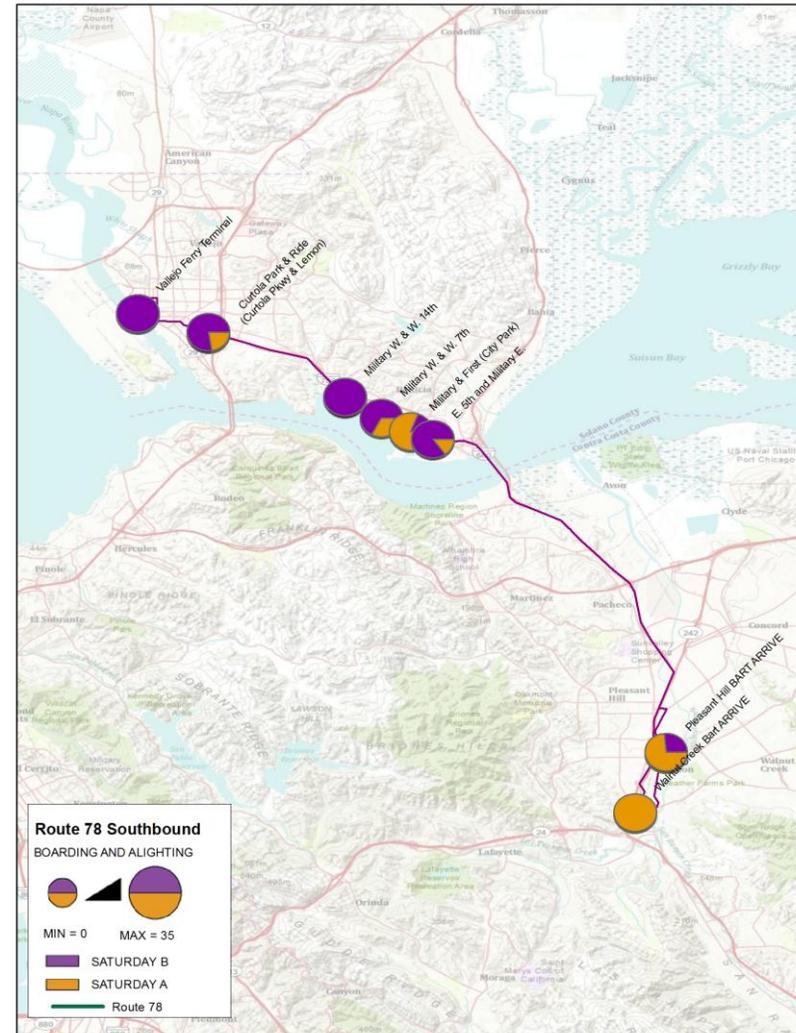
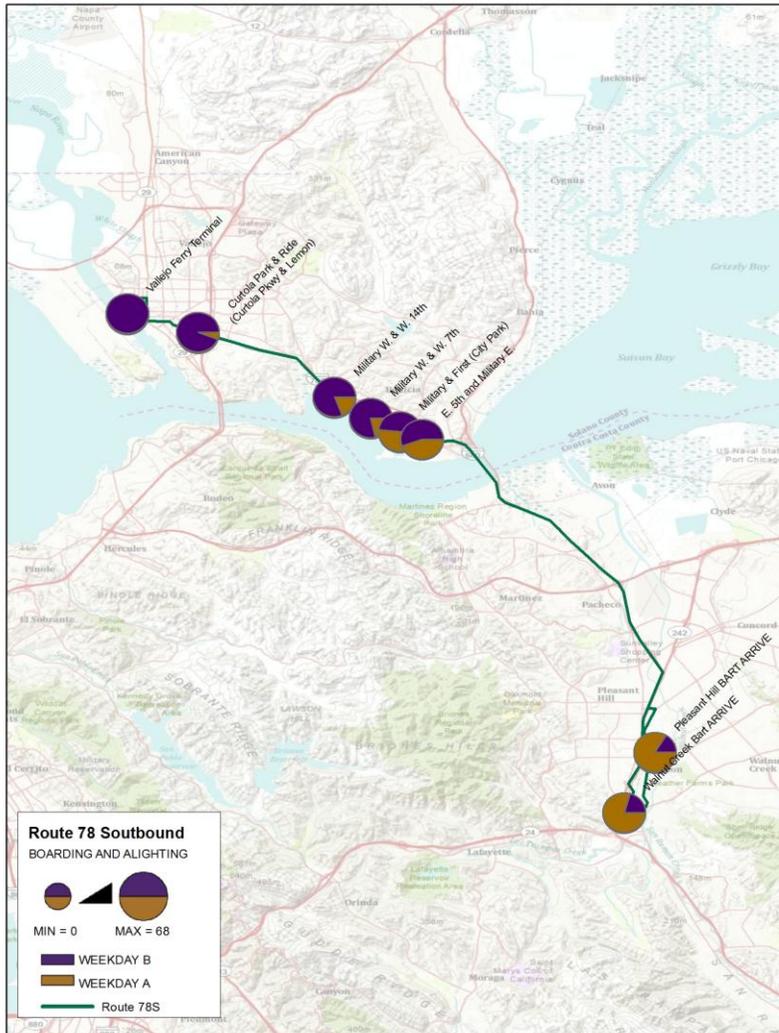
Exhibit x.74 Route 78 SB Top Boarding Stops

Route 78 Southbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	98
2	E. 5th and Military E.	27
3	Curtola Park & Ride (Curtola Pkwy & Lem	23
4	Military & First (City Park)	21
5	Pleasant Hill BART ARRIVE	21

Exhibit x.75 Route 78 SB Top Alighting Stops

Route 78 Southbound		
Rank	Stop	Boardings
1	Pleasant Hill BART ARRIVE	90
2	Walnut Creek BART ARRIVE	59
3	Military & First (City Park)	20
4	E. 5th and Military E.	18
5	Military W. & W. 7th	16

Exhibit x.76 Route 78 Southbound Boarding and Alighting Activity



Route 80 Boarding and Alighting Counts

Vallejo Route 80 is bidirectional, running on an east-west axis to/from the El Cerrito Del Norte BART station. It provides inter-service connections via BART to San Francisco and the East Bay. This route stops within Vallejo at the Curtola park & ride lot, Curtola Parkway and Railroad Tracks, York and Marin Transit Center, Curtola Parkway and Sonoma Blvd., Mare Island Way/Maine Street, and Sereno Transit Center. Service operates roundtrips between 4:15 a.m. and 11:26 p.m., with west- and eastbound trips operating on 30-minute headways.

The highest boarding and alighting activity occurred during the PM Peak day-part, with more than 20 boardings and alightings per trip. This day-part experienced the highest frequency of transit use than any other day-part, relative commuter trends revealed in Route 78 which show higher boarding and alighting activity during the PM Peak day-part. As presented in the on-time performance section of this report, Route 80 trips were late more than 10 percent of the time during the PM Peak day-part. Given the high level activity occurring during this day-part and level of schedule coordination occurring between the BART trains and this commuter service, it may be necessary to increase layovers or add additional service to this day-part to ensure connections are timed appropriately with the BART trains.

Exhibit x.77 Route 80 Eastbound Activity by Day-Part

Route 80 Eastbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	8	8	2.0	2.0	4
AM Peak	102	109	4.9	5.2	21
Midday	431	525	11.1	13.5	39
PM Peak	617	698	20.6	23.3	30
PM Other	291	335	15.3	17.6	19
Total	1449	1675	8.0	9.3	113

As shown in the following exhibits (Exhibits x.78 and x.79) the greatest incidence of boardings occurred at the El Cerrito Del Norte BART station, with more than 1,100 boardings. The greatest alighting activity occurred at the Curtola park & ride, followed by the Vallejo Ferry Terminal suggesting more transit riders are utilizing park-and-ride facilities as noted in the previous study. As presented in Route 80's published schedule, the route is timed for transfers between the ferry and fixed-route and implies a high level of dependence on this route for inter-service connections.

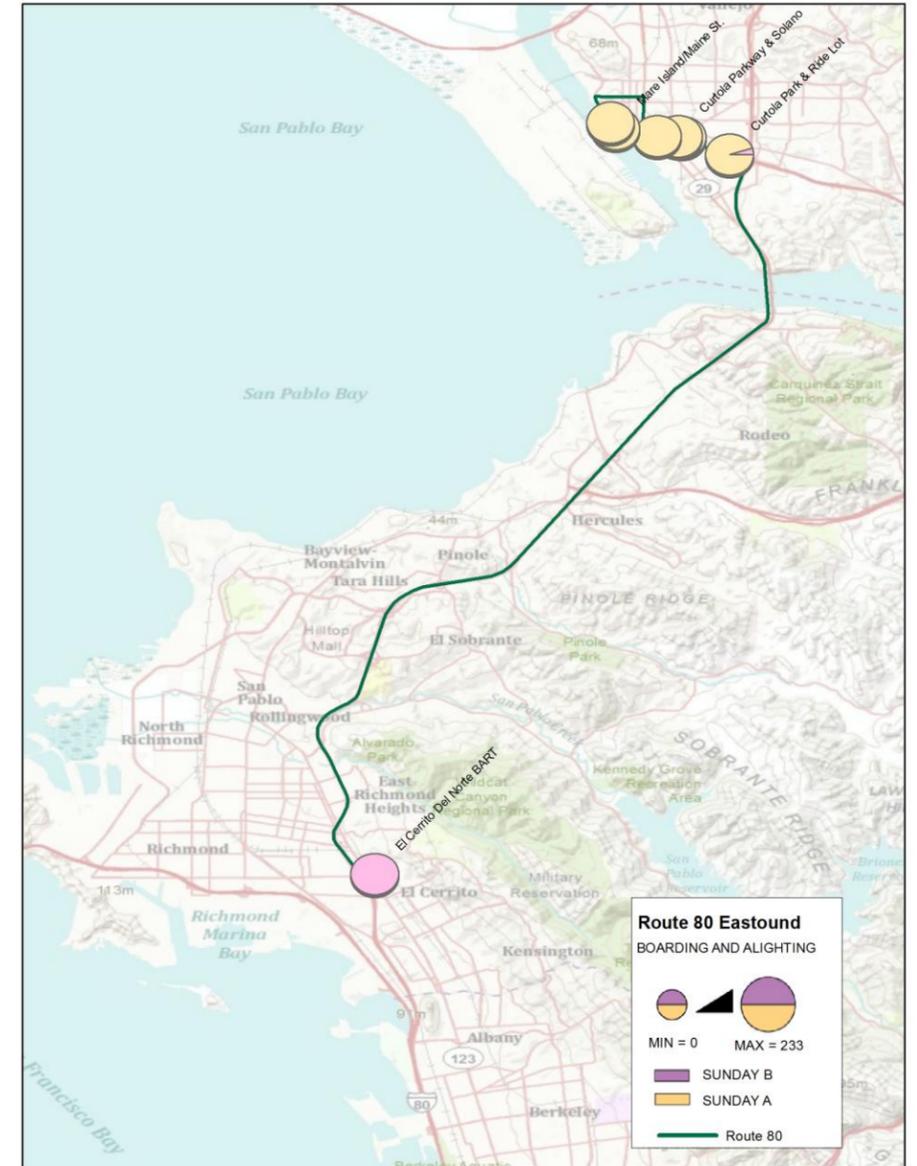
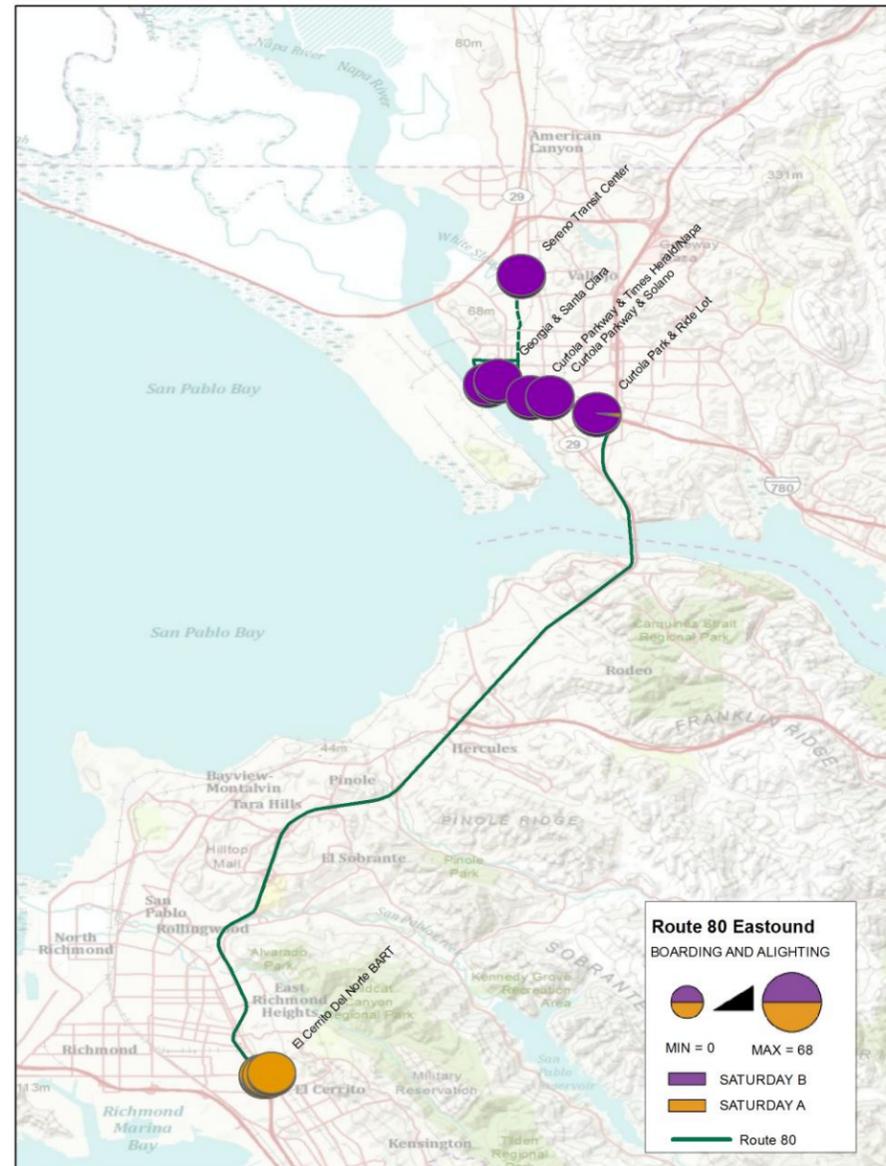
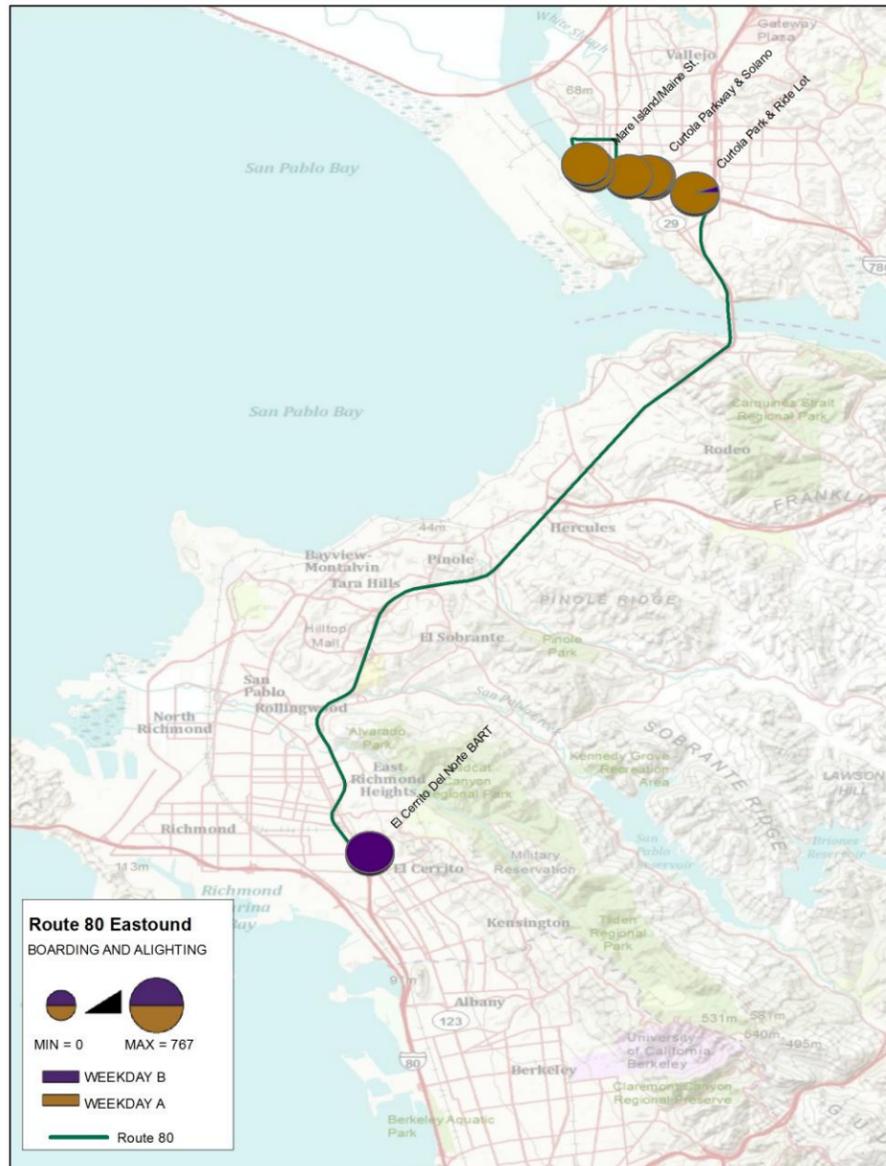
Exhibit x.78 Route 80 Eastbound Top Boarding Stops

Route 80 Eastbound		
Rank	Stop	Boardings
1	El Cerrito Del Norte BART	1,164
2	Curtola Park & Ride	18
3	Curtola Parkway & Solano	4

Exhibit x.79 Route 80 Eastbound Top Alighting Stops

Route 80 Eastbound		
Rank	Stop	Alightings
1	Curtola Park & Ride	470
2	Vallejo Ferry Terminal	327
3	Curtola Parkway & Times Herald/Napa	22
4	Curtola Parkway & Railroad Tracks	21
5	Mare Island/Maine St.	18

Exhibit x.80 Route 80 Eastbound Boarding and Alighting Activity



As shown in Exhibit x.81 below, the highest boarding and alighting activity occurs during the early morning and A.M. Peak day-part, suggesting a trend of commuters patronizing the westbound service during morning and patronizing the eastbound service in the evening hours for their return travel.

Exhibit x.81 Vallejo Route 80 Westbound Activity by Day-Part

Route 80 Westbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	135	134	19.3	19.3	7
AM Peak	402	385	21.2	21.2	19
Midday	437	417	9.9	9.9	44
PM Peak	196	199	7.0	7.0	28
PM Other	155	156	9.1	9.1	17
Total	1325	1291	15.5	15.5	115

Exhibits x.82 and x.83 list the top-ranking stops for Vallejo Route 80 Westbound. The highest boarding activity occurred at the Vallejo Ferry Terminal at 704 boardings. Alightings were much higher at the El Cerrito Del Norte BART station given this is the westbound service terminus point, again suggesting the route is not typically the last trip patrons utilize to reach their final destination.

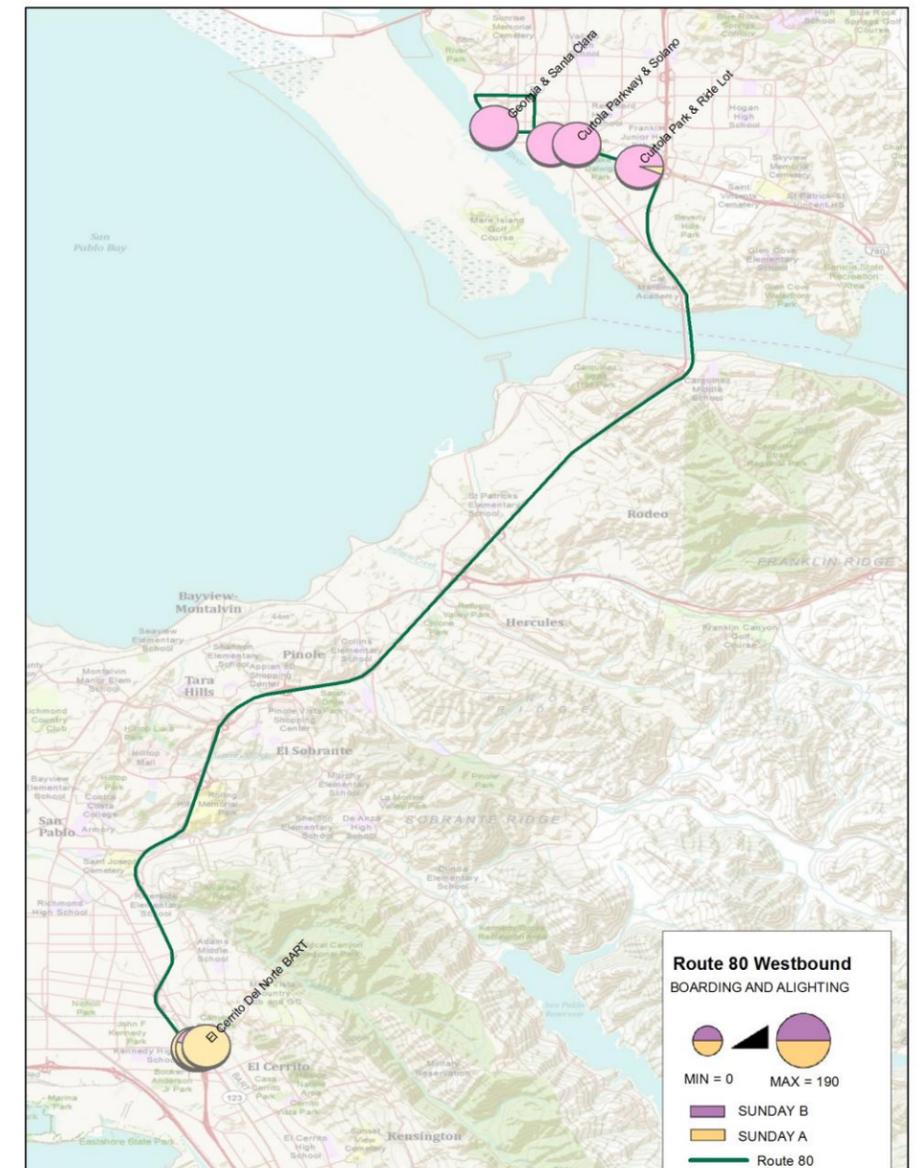
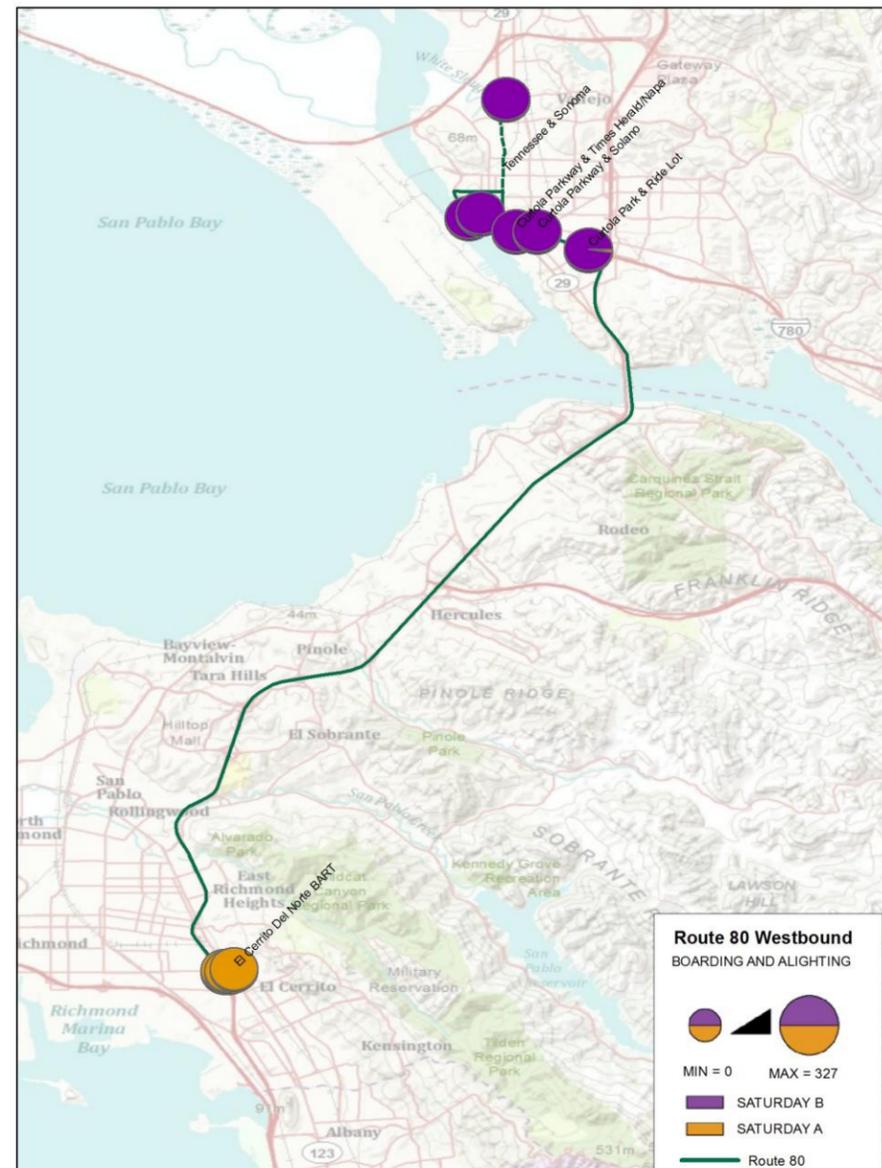
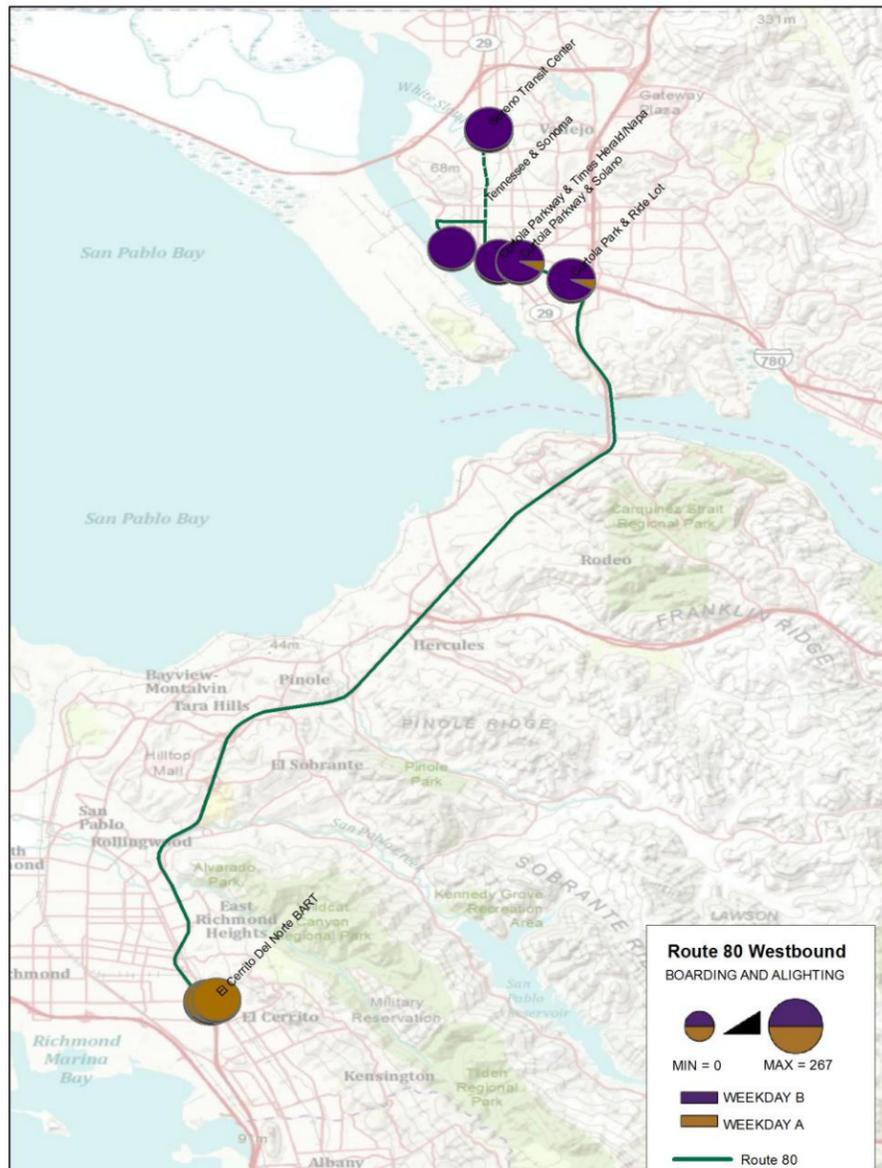
Exhibit x.82 Route 80 WB Top Boarding Stops

Route 80 Westbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	704
2	Curtola Park & Ride Lot	496
3	Sereno Transit Center	54
4	Curtola Parkway & Times Herald/Napa	37
5	Jack in the Box	4

Exhibit x.83 Route 80 WB Top Alighting Stops

Route 80 Westbound		
Rank	Stop	Alightings
1	El Cerrito Del Norte BART	1225
2	Cutting Blvd. & San Pablo Ave	45
3	Curtola Park & Ride Lot	27
4	Vallejo Ferry Terminal	18
5	Jack in the Box	7

Exhibit x.84 Vallejo Route 80 Westbound Boarding and Alighting Activity



Vallejo Route 85 Boarding and Alighting Counts

Vallejo Route 85 provides east/west trips between the York & Marin Transit Center and Fairfield Solano Mall. Trips run on 30-minute headways between 5:35 a.m. and 11:28 p.m. on weekdays, and bi-hourly on Saturday between 6:35 a.m. and 10:28 p.m. Sunday service runs between 8:35 a.m. and 8:28 p.m. on a 120-minute frequency.

The highest boarding and alighting activity occurred during peak hour periods (AM Peak and PM Peak day-parts) and the Midday day-part. Midday trips had the highest boarding and alighting activity at more than 20 boardings and 16 alightings per trip. This trend differs from those noted for Routes 78 and 80. We believe this can be attributed to the difference in stops available on this route (i.e., Six Flags, Kaiser Hospital, County Fairgrounds, and Solano Community College), which do not necessarily adhere to the traditional peak-period demand. In other words, patrons likely use the service during the Midday day-part to access healthcare, school, or discretionary activities.

Exhibit x.85 Vallejo Route 85 Eastbound Activity by Day-Part

Route 85 Eastbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	3	3	1.5	1.5	2
AM Peak	125	129	13.9	14.3	9
Midday	246	192	20.5	16.0	12
PM Peak	130	118	16.3	14.8	8
PM Other	41	38	10.3	9.5	4
Total	545	480	12.5	11.2	35

Exhibits x.86 and x.87 list the top-ranking stops for Vallejo Route 85 Westbound service. As presented in the tables below, the greatest number of boardings occurred at the Vallejo Ferry Terminal at 210 boardings and Sereno Transit Center at 102 boardings. However, the highest alighting activity occurred at the Solano Mall and Six Flags Discovery Kingdom, followed by Solano Community College, County Fairgrounds, and Best Buy. This reflects a trend of patrons accessing the service for trip purposes aside from a home-to-work commute.

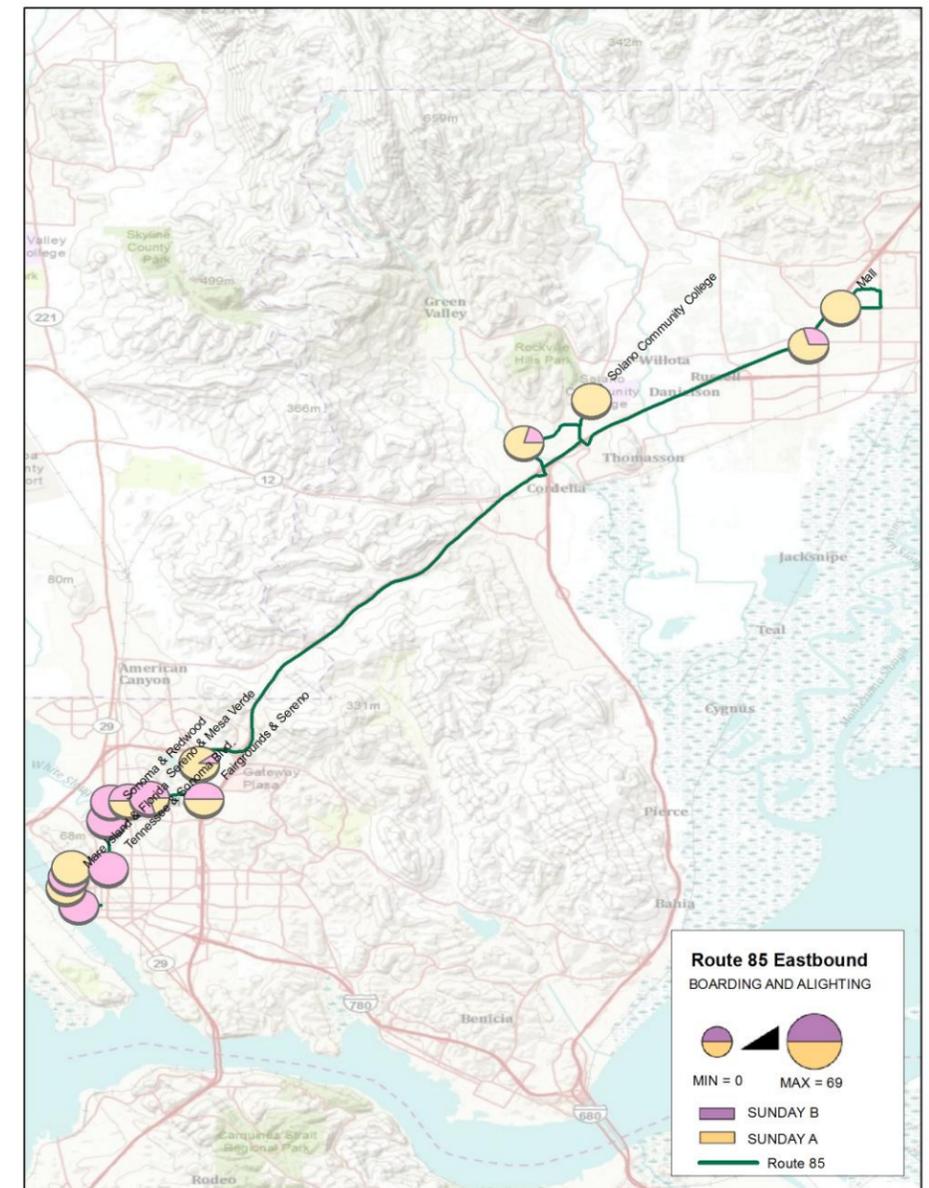
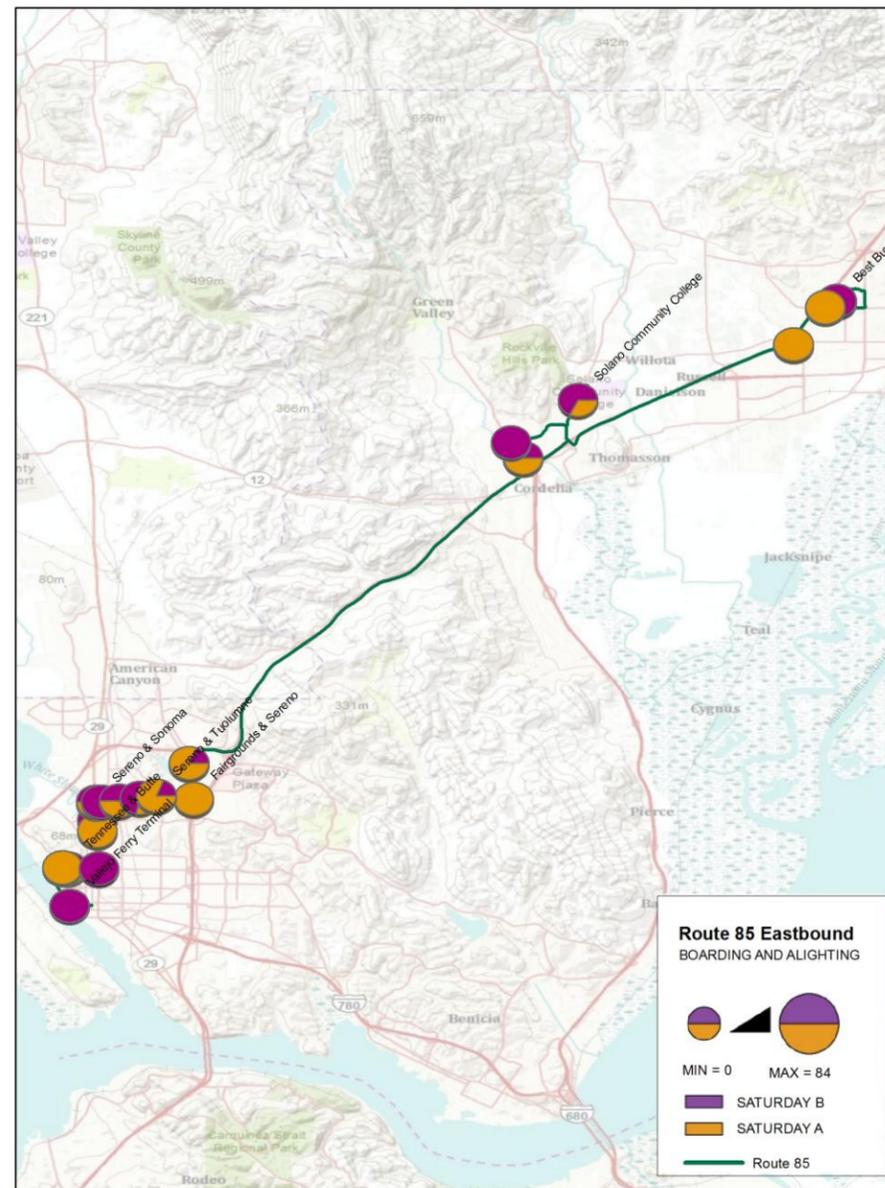
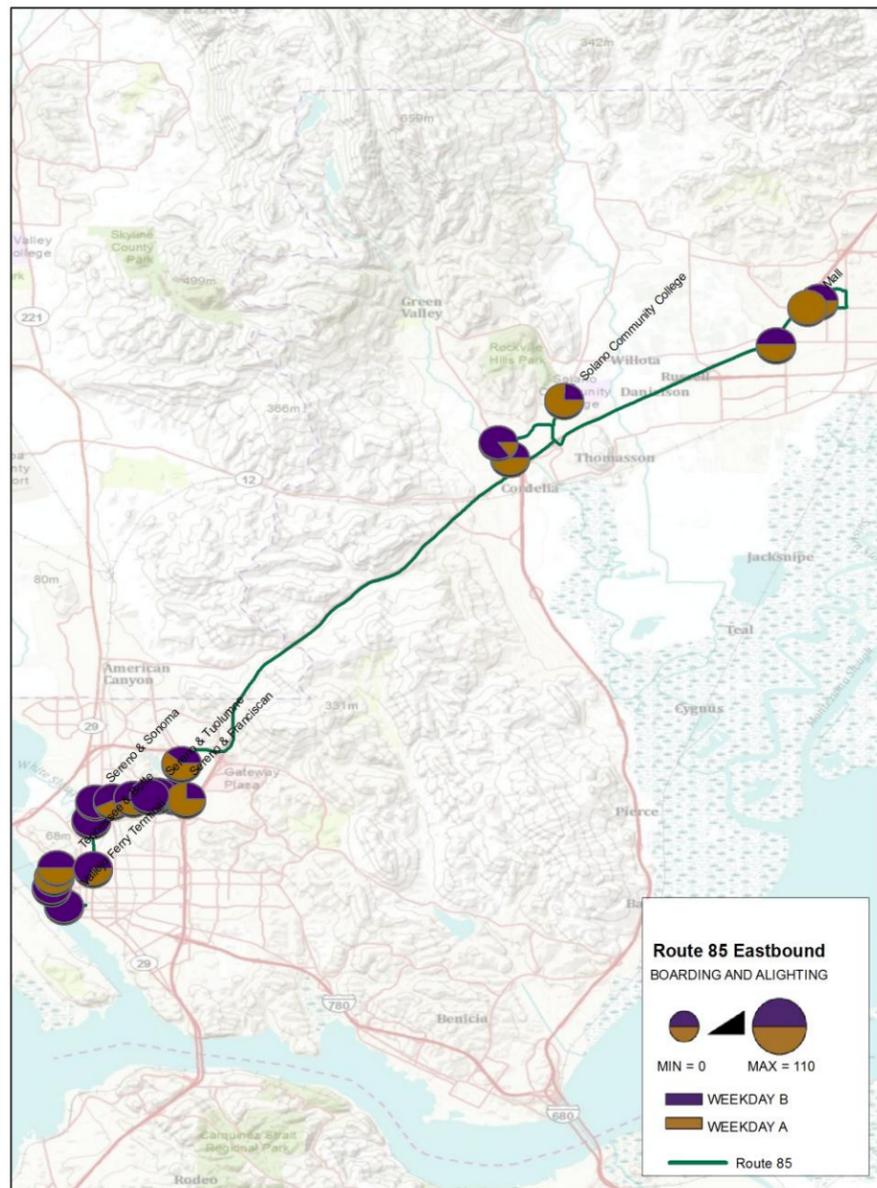
Exhibit x.86 Route 85 Eastbound Highest Boarding Stops

Route 85 Eastbound		
Rank	Stop	Boardings
1	Vallejo Ferry Terminal	210
2	Sereno Transit Center	102
3	Six Flags Discovery Kingdom	92
4	Green Valley & Mangels Blvd. (Solano)	19

Exhibit x.87 Route 85 Eastbound Highest Alighting Stops

Route 85 Eastbound		
Rank	Stop	Alightings
1	Fairfield Solano Mall ARRIVE	215
2	Six Flags Discovery Kingdom	99
3	Solano Community College	39
4	Fairgrounds & Sereno	16
5	Best Buy	15

Exhibit x.88 Route 85 Eastbound Boarding and Alighting Activity



Midday to evening trips (P.M. Peak and P.M. Other) experienced higher boarding and alighting activity, with the PM Peak day-part experiencing the greatest number of boardings and alightings per trip. This trend mimics travel patterns illustrated in other Vallejo commuter routes which show a higher propensity for commuters to use the service during the evening peak period.

Exhibit x.89 Vallejo Route 85 Westbound Activity by Day-Part

Route 85 Westbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	1
AM Peak	56	53	7.0	6.6	8
Midday	189	166	17.2	15.1	11
PM Peak	192	180	24.0	22.5	8
PM Other	354	324	16.1	14.7	22
Total	791	723	12.9	11.8	50

The greatest number of boardings occurred at the Fairfield Solano Mall, reflecting the top-ranking alighting stops listed in **Exhibit x.89**. As discussed earlier, patrons utilizing Route 85 likely patronize the service for other trip purposes aside from work. Given Solano Community College stop is ranked high in boardings and alightings, there may be a higher proportion of riders who are students patronizing the service. Therefore, services should be marketed accordingly.

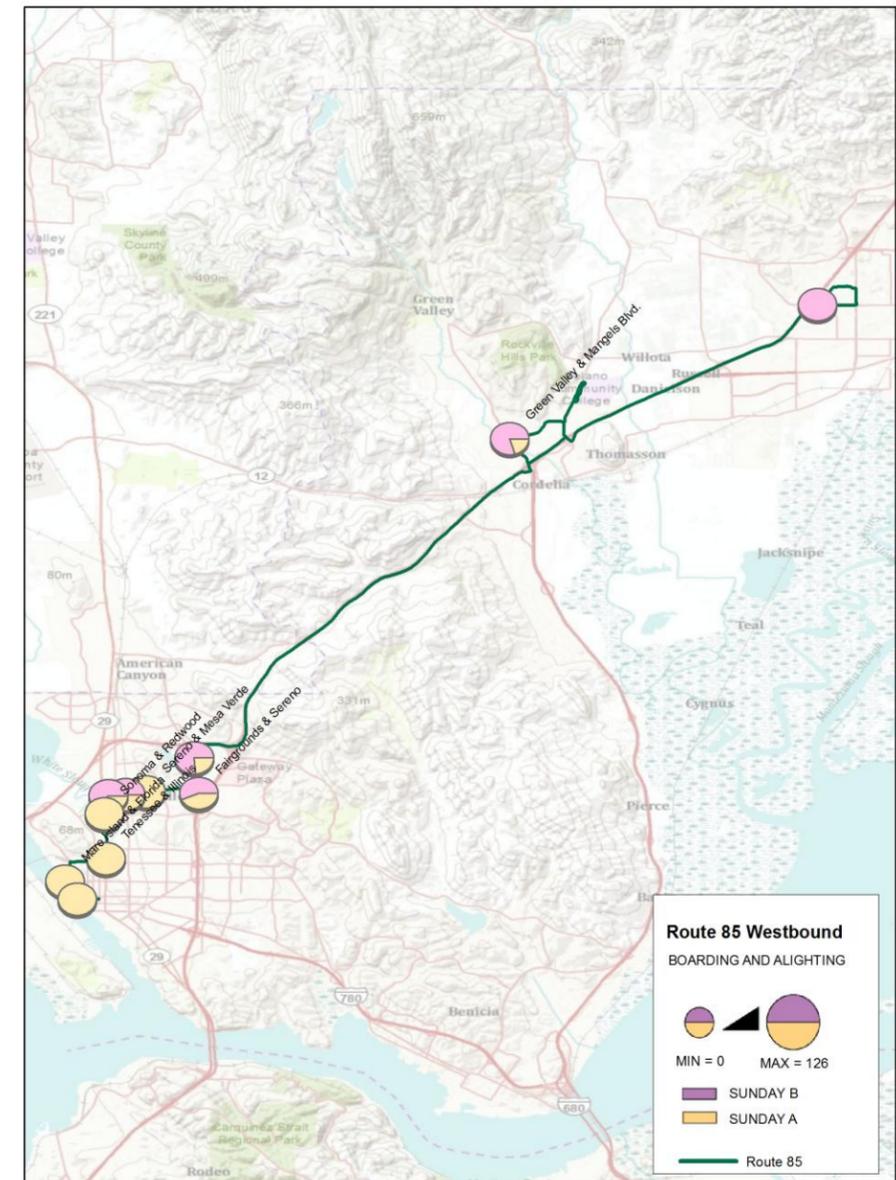
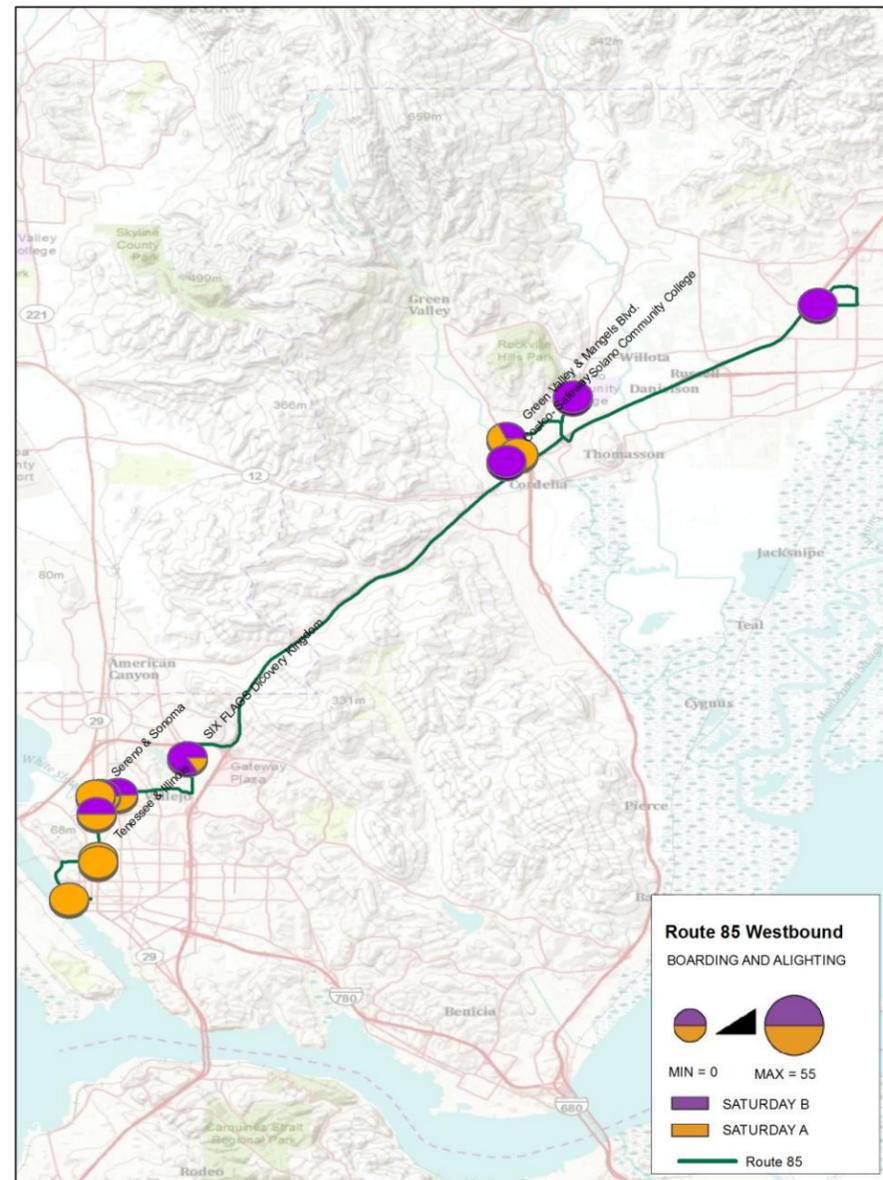
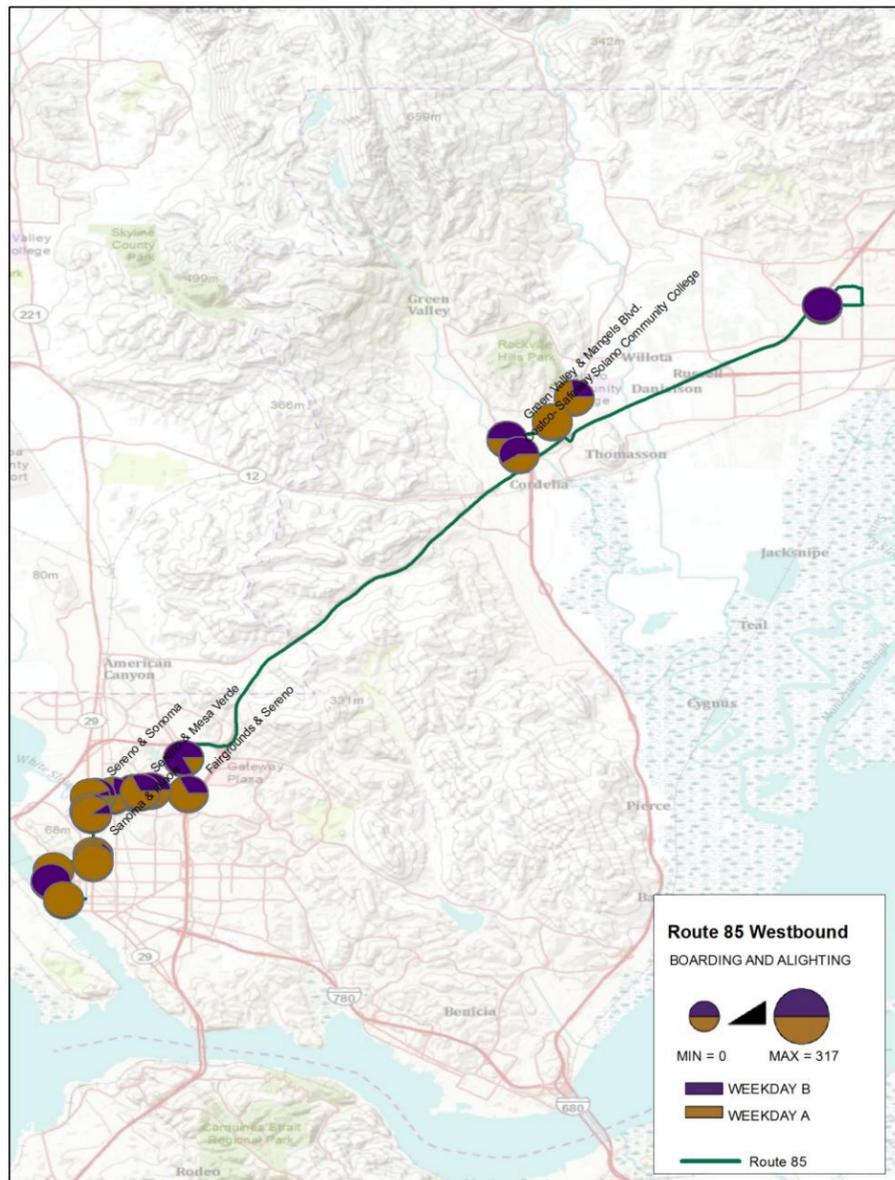
Exhibit x.90 Route 85 Westbound Top Boarding Stops

Route 85 Westbound		
Rank	Stop	Boardings
1	Fairfield Solano Mall DEPARTURE	441
2	Solano Community College	282
3	Six Flags Discovery Kingdom	136
4	Sereno Transit Center	35
5	Vallejo Ferry Terminal	27

Exhibit x.91 Route 85 Westbound Top Alighting Stops

Route 85 Westbound		
Rank	Stop	Alightings
1	Vallejo Ferry Terminal	332
2	Solano Community College	72
3	Sereno Transit Center	54
4	Six Flags Discovery Kingdom	33
5	Sonoma & Redwood	30

Exhibit x.92 Route 85 Westbound Boarding and Alighting Activity



Vallejo Route 200 Boarding and Alighting Counts

Route 200 is a commuter route with only two stops: Vallejo Ferry Terminal and San Francisco Ferry Building. This route operates seven days a week with the exception of specified holidays. On weekdays (Monday through Friday), Route 200 offers 12 trips from 6:00 a.m. to 11:00 p.m. On Saturday, the route operates four trips from 8:30 a.m. to 11:12 p.m.; and on Sunday, the route operates four trips from 8:30 a.m. to 11:05 p.m.

Exhibit x.93 shows boarding and alighting activity by day-part for Route 200 inbound, traveling from the San Francisco Ferry Building to Vallejo Ferry Terminal. The most productive day-parts for inbound trips was afternoon and evening periods: the PM Peak period (3:31 p.m. to 7:00 p.m.) had the most passenger boardings at 130 passenger with an average of 32.5 boardings per trip.

Exhibit x.93 Vallejo Route 200 Inbound Activity by Day-Part

Route 200 Inbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	0
AM Peak	20	20	4.0	4.0	5
Midday	34	34	11.3	11.3	3
PM Peak	130	130	32.5	32.5	4
PM Other	33	33	8.3	8.3	4
Total	217	217	11.2	11.2	16

Exhibit x.94 shows the boarding and alighting activity by day-part for Route 200 outbound, traveling from the Vallejo Ferry Terminal to San Francisco Ferry Building. The morning day-parts were observed to have the highest level of passenger activity. The AM Peak period (6:01 a.m. to 9:00 a.m.) had the most passenger boardings at 163, followed by AM Other (3:01 a.m. to 6:00 a.m.) which had 51 passenger boardings.

These data, when compared to Exhibit x.93, suggest many riders of Route 200 use the service to travel, or commute, outbound to the San Francisco Ferry Building in the morning and inbound to the Vallejo Ferry Terminal in the afternoon/evening. A comparison of the two exhibits also show outbound trips generate almost 100 more passenger boardings than inbound trips, indicating there is more demand in the morning peak period.

Exhibit x.94 Vallejo Route 200 Outbound Activity by Day-Part

Route 200 Outbound					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	51	51	25.5	25.5	2
AM Peak	163	163	32.6	32.6	5
Midday	32	32	10.7	10.7	3
PM Peak	26	26	6.5	6.5	4
PM Other	31	31	5.2	5.2	6
Total	303	303	16.1	16.1	20

Exhibits x.95 and x.96 illustrate boarding and alighting activity by stop. The boarding and alighting activity by stop for Route 200 reflects that which was identified above, that outbound trips were observed to have more activity than inbound trips.

Exhibit x.95 Vallejo Route 200 Inbound Activity Stops

Route 200 Inbound			
Rank	Stop	Boardings	Alighting
1	San Francisco Ferry Building (Departure)	217	0
2	Vallejo Ferry Terminal (Arrival)	0	217

Exhibit x.96 Vallejo Route 200 Outbound Highest Activity Stops

Route 200 Outbound			
Rank	Stop	Boardings	Alightings
1	Vallejo Ferry Terminal (Departure)	303	
2	San Francisco Ferry Building (Departure)		303

Exhibit x.97 Inbound Route 200 Boarding and Alighting Activity

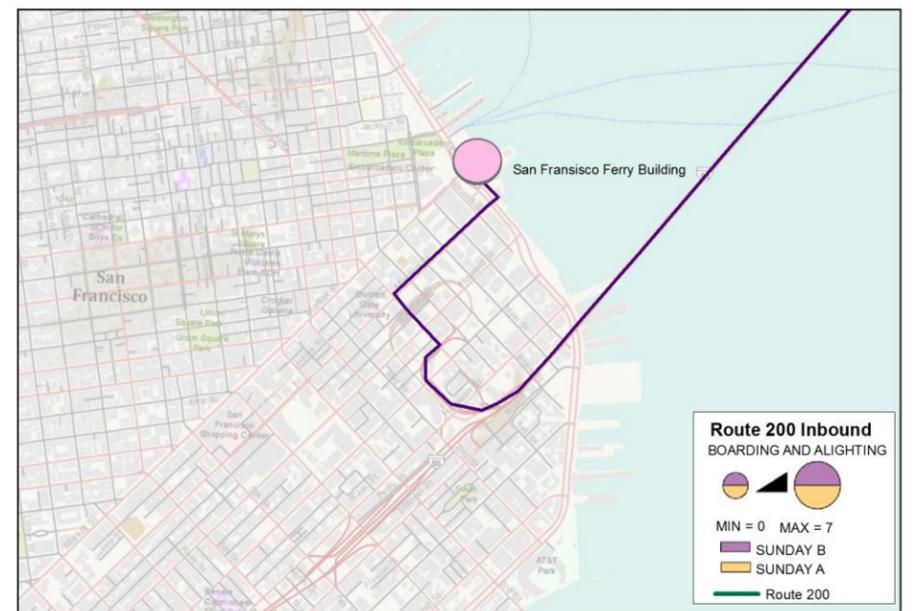
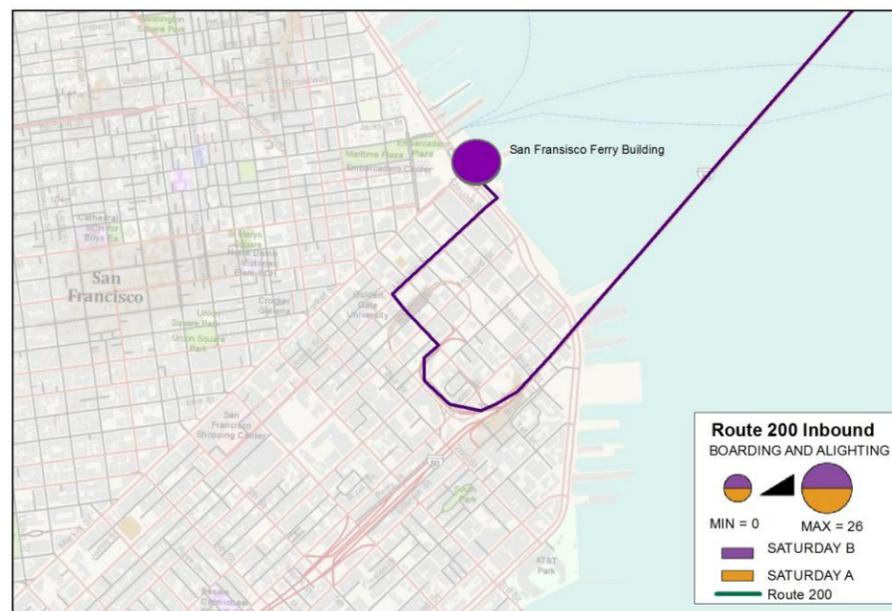
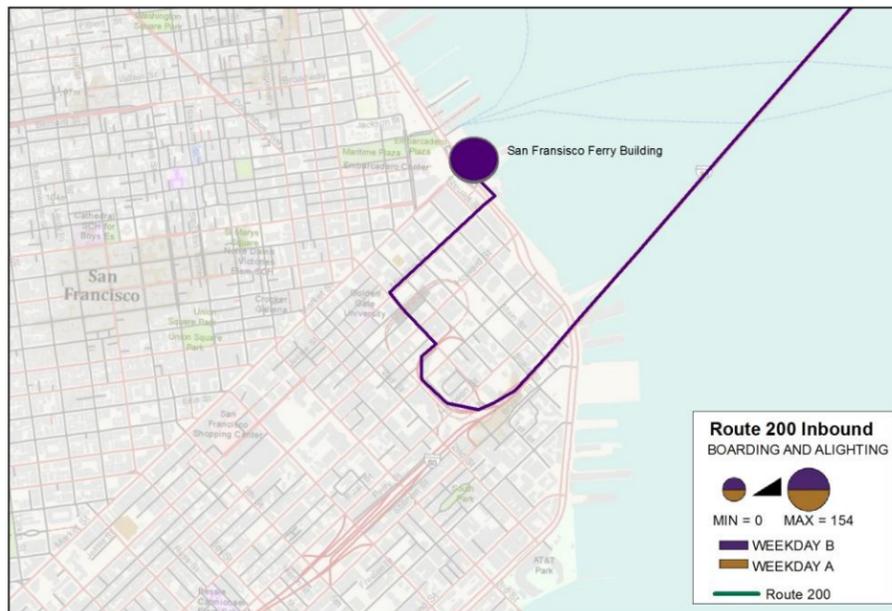
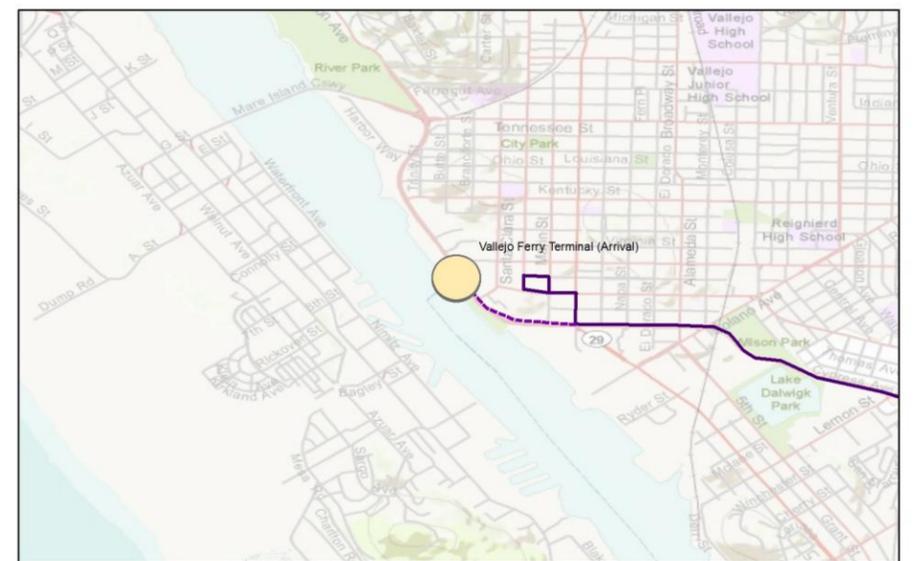
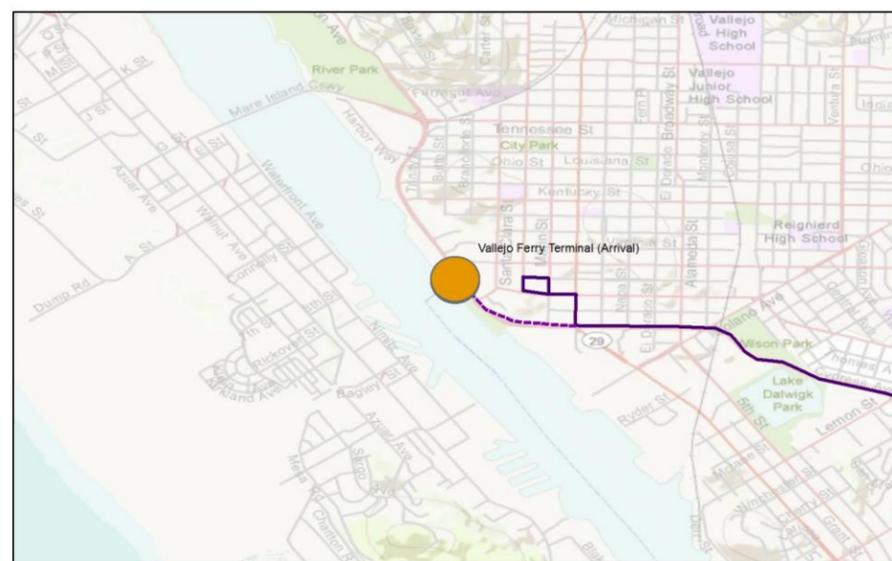
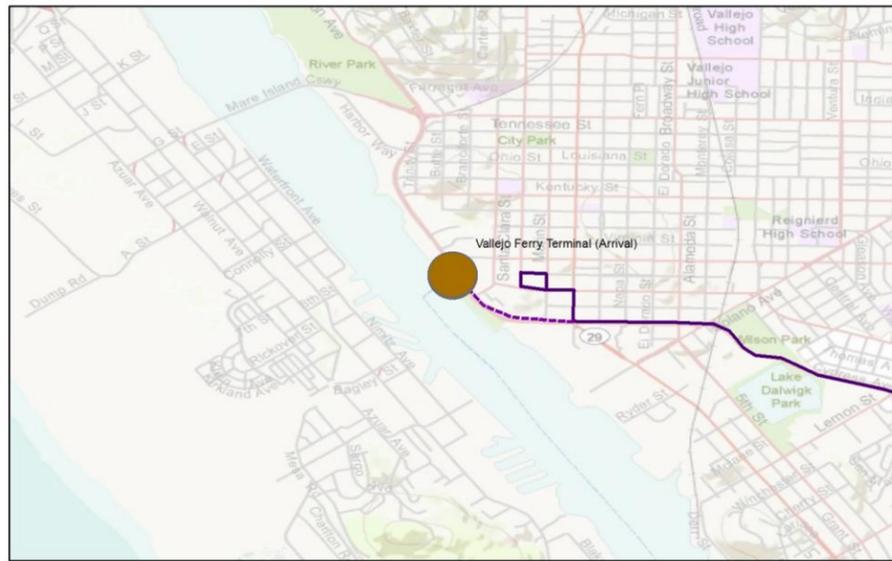
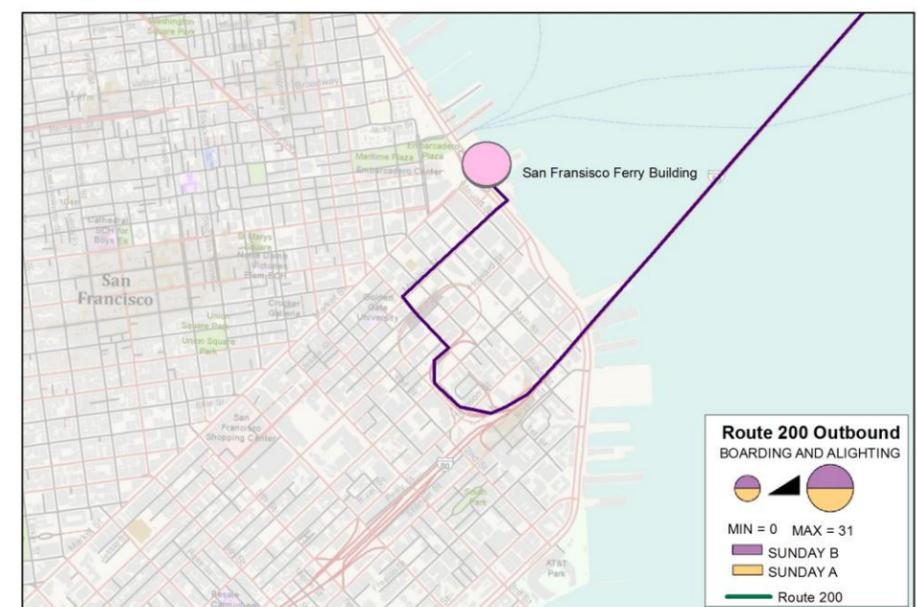
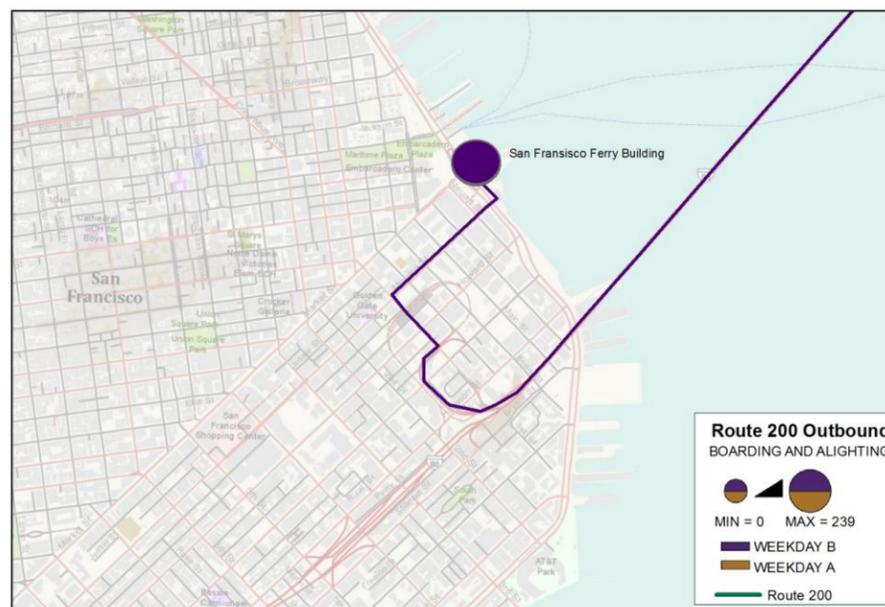
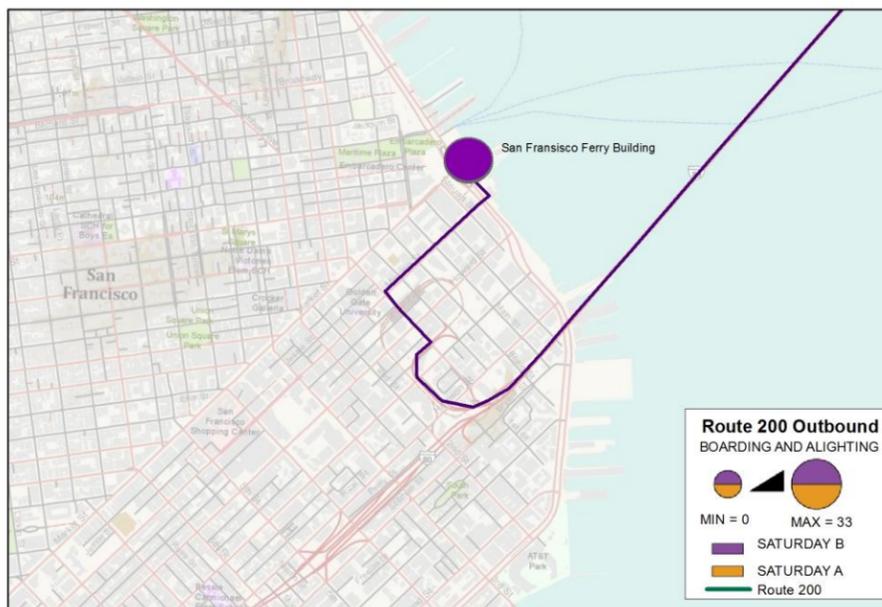
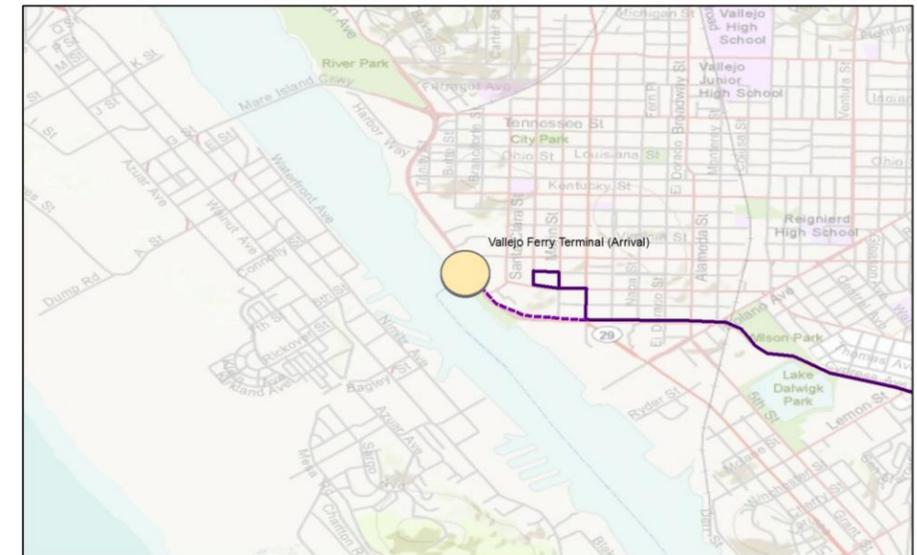
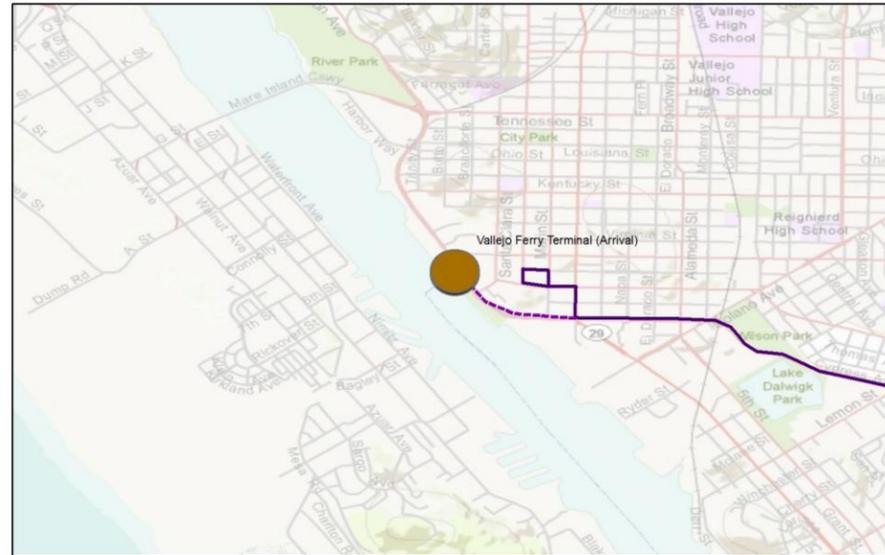
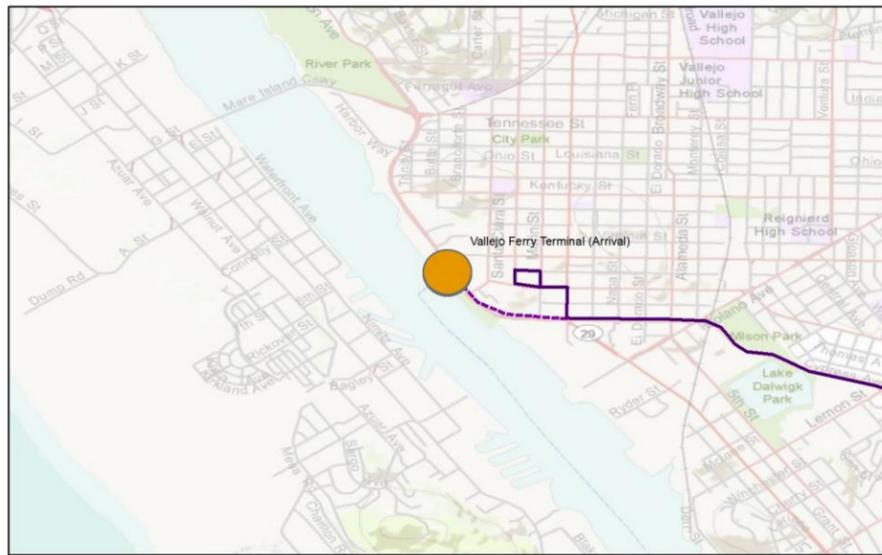


Exhibit x.98 Outbound Route 200 Boarding and Alighting Activity



Vallejo School Trippers

The following is a discussion of the findings from ride checks conducted onboard the following designated Vallejo school routes:

- Route 11,
- Route 12,
- Route 16,
- Route 18,
- Route 20, and
- Route 22.

These routes operate on school service days only and are scheduled to coordinate closely with school bell times which change periodically.

Route 11 Boarding and Alighting

The following Exhibit x.99 shows Route 11 boarding and alighting activity by day-part. The only trip surveyed for Route 11 occurred in the A.M. Peak period, where there were 28 passenger boardings, translating to an average of 28 boardings per trip.

Exhibit x.99 Route 11 Activity by Day-Part

Route 11					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0	0	0
AM Peak	28	33	28	33	1
Midday	0	0	0	0	0
PM Peak	0	0	0	0	0
PM Other	0	0	0	0	0

The following two exhibits show the top activity stops for Route 11 for the above surveyed trip. The data reveals Sereno Drive and Sonoma Blvd. stop generates the highest level of boardings, while Broadway and Nebraska generate the highest level of alightings.

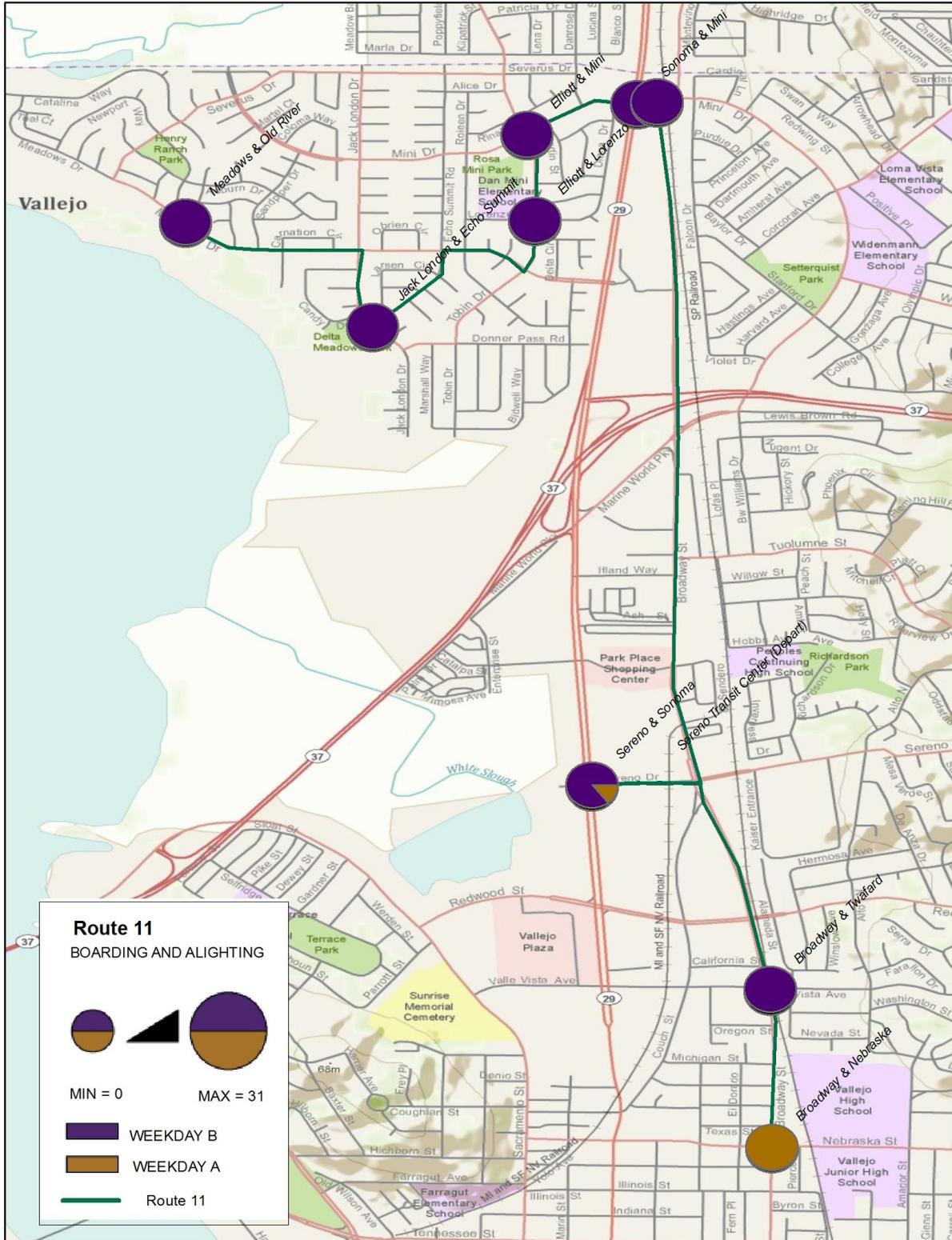
Exhibit x.100 Route 11 Highest Top Stops

Route 11		
Rank	Stop	Boardings
1	Serno & Sonoma	13
2	Jack London & Echo Summit	6
3	Elliott & Mini	4

Exhibit x.101 Route 11 Top Alighting Stops

Route 11		
Rank	Stop	Alightings
1	Broadway & Nebraska	31
2	Serno & Sonoma	2

Exhibit x.102 Route 11 Boarding and Alighting



Route 12 Boarding and Alighting

During the observation period four trips were surveyed on Route 12, one in the A.M. Peak and three in the Midday period. The Midday period resulted in an average boarding per trip of 23, a similar level as Route 11’s A.M. Peak trip. The A.M. Peak trip was observed to have low productivity with only seven passenger boardings per trip.

Exhibit x.103 Route 12 Activity by Day-Part

Route 12					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	0
AM Peak	7	7	7.0	7.0	1
Midday	70	51	23.3	17.0	3
PM Peak	0	0	0.0	0.0	0
PM Other	0	0	0.0	0.0	0

Of the nine published stops along Route 12, Broadway and Nebraska had the most boardings at 59 followed by Solano Middle School at 11 boardings. Alighting activity reveals many patrons depart the route at the Sonoma and Mini stop, followed by The Sereno Transit Center and Elliott and Mini.

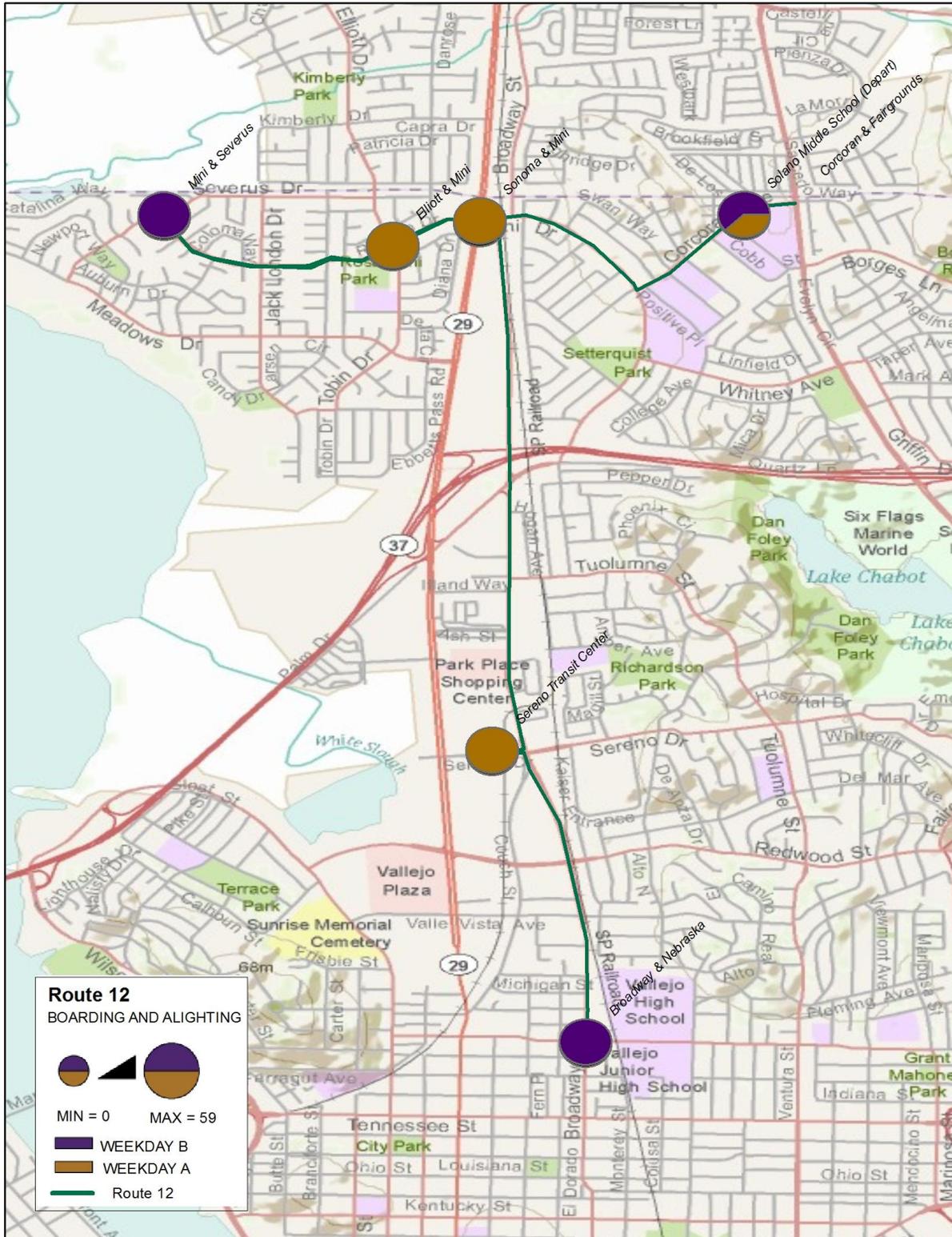
Exhibit x.104 Route 12 Top Boarding Stops

Route 12		
Rank	Stop	Boardings
1	Broadway & Nebraska	59
2	Solano Middle School	11

Exhibit x.105 Route 12 Top Alighting Stops

Route 12		
Rank	Stop	Alightings
1	Sonoma & Mini	20
2	Sereno Transit Center	16
3	Elliott & Mini	15
4	Solano Middle School	7

Exhibit x.106 Route 12 Boarding and Alighting



Route 16 Boarding and Alighting

Route 16 boarding and alighting activity by day-part can be viewed in Exhibit x.107, indicating three trips were surveyed during the Midday period. The ride check revealed Route 16 to be relatively unproductive, with four passenger boardings per trip. This suggests the route does not serve the times and/or locations where demand currently exists.

Exhibit x.107 Route 16 Activity by Day-Part

Route 16					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0	0	0
AM Peak	0	0	0	0	0
Midday	11	11	3.7	3.7	3
PM Peak	0	0	0	0	0
PM Other	0	0	0	0	0

Route 16 has nine published time points; of which the Broadway and Nebraska stop had all of the boarding activity. Alighting activity was spread amongst four stops, each with two alightings during the three surveyed trips.

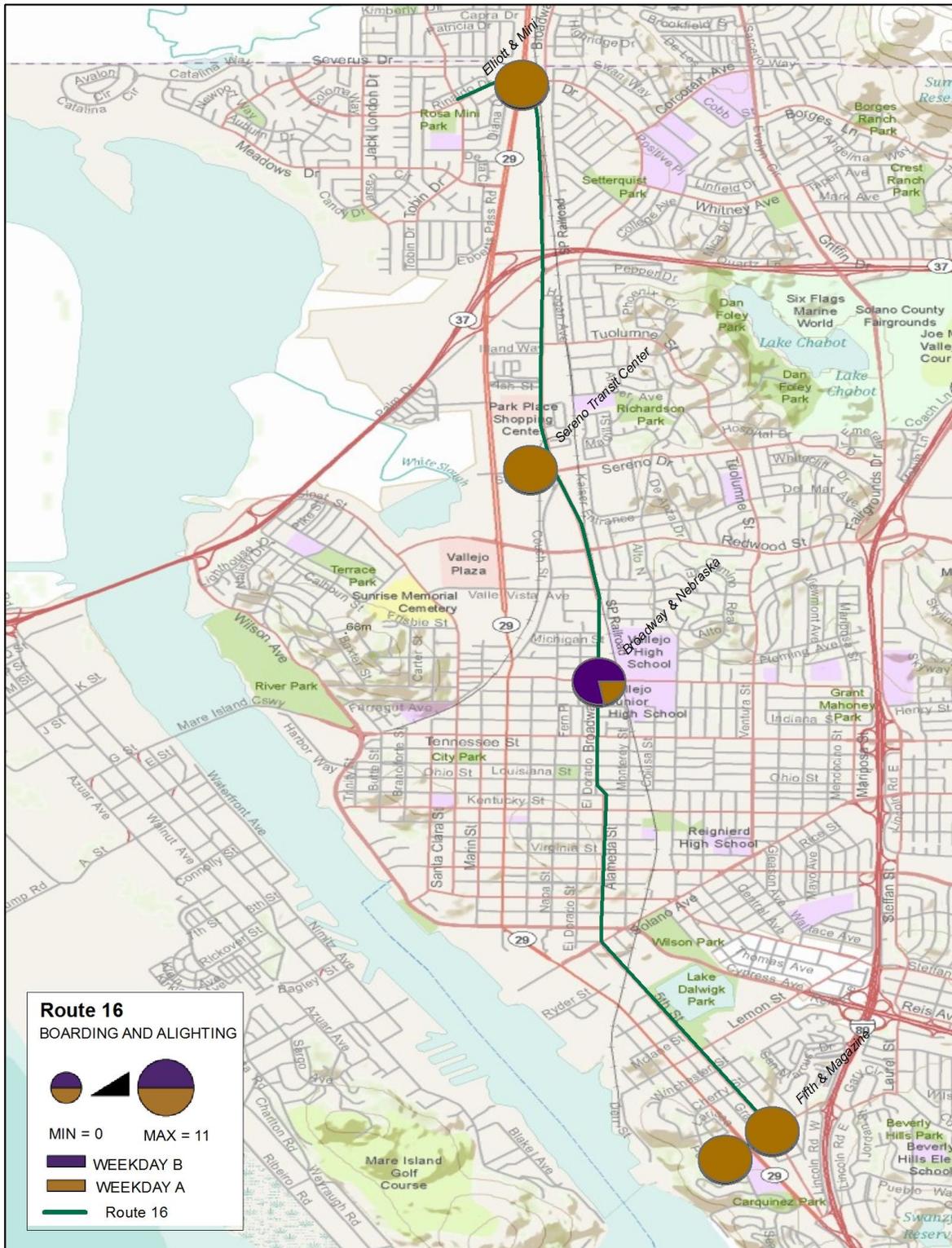
Exhibit x.108 Route 16 Top Boarding Stops

Route 16		
Rank	Stop	Boardings
1	Broadway & Nebraska	11

Exhibit x.109 Route 16 Top Alighting Stops

Route 16		
Rank	Stop	Alightings
1	Broadway & Nebraska	2
2	Sereno Transit Center	2
3	Mini & Rawhide	2
4	Porter & Magazine	2

Exhibit x. 110 Route 16 Boarding and Alighting



Route 18 Boarding and Alighting

Route 18 activity by day-part is shown in Exhibit x.111. The two trips surveyed resulted in an average of two passenger boardings per trip. Similar to Route 16 above, ride check data reveals this route is performing below average when compared to the other school trippers. This reveals few students are using this route which could be a result of several factors, including a poorly-coordinated schedule or the route does not serve neighborhoods where there is demand (where students reside or locations of after-school programs/activities).

Exhibit x.111 Route 18 Activity by Day-Part

Route 18					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	0
AM Peak	0	0	0.0	0.0	0
Midday	4	4	2.0	2.0	2
PM Peak	0	0	0.0	0.0	0
PM Other	0	0	0.0	0.0	0

Of the six stops in the schedule, only Hogan High School was observed to have boardings, while two stops had alighting activity: Laurel and Magazine and Fifth and Magazine.

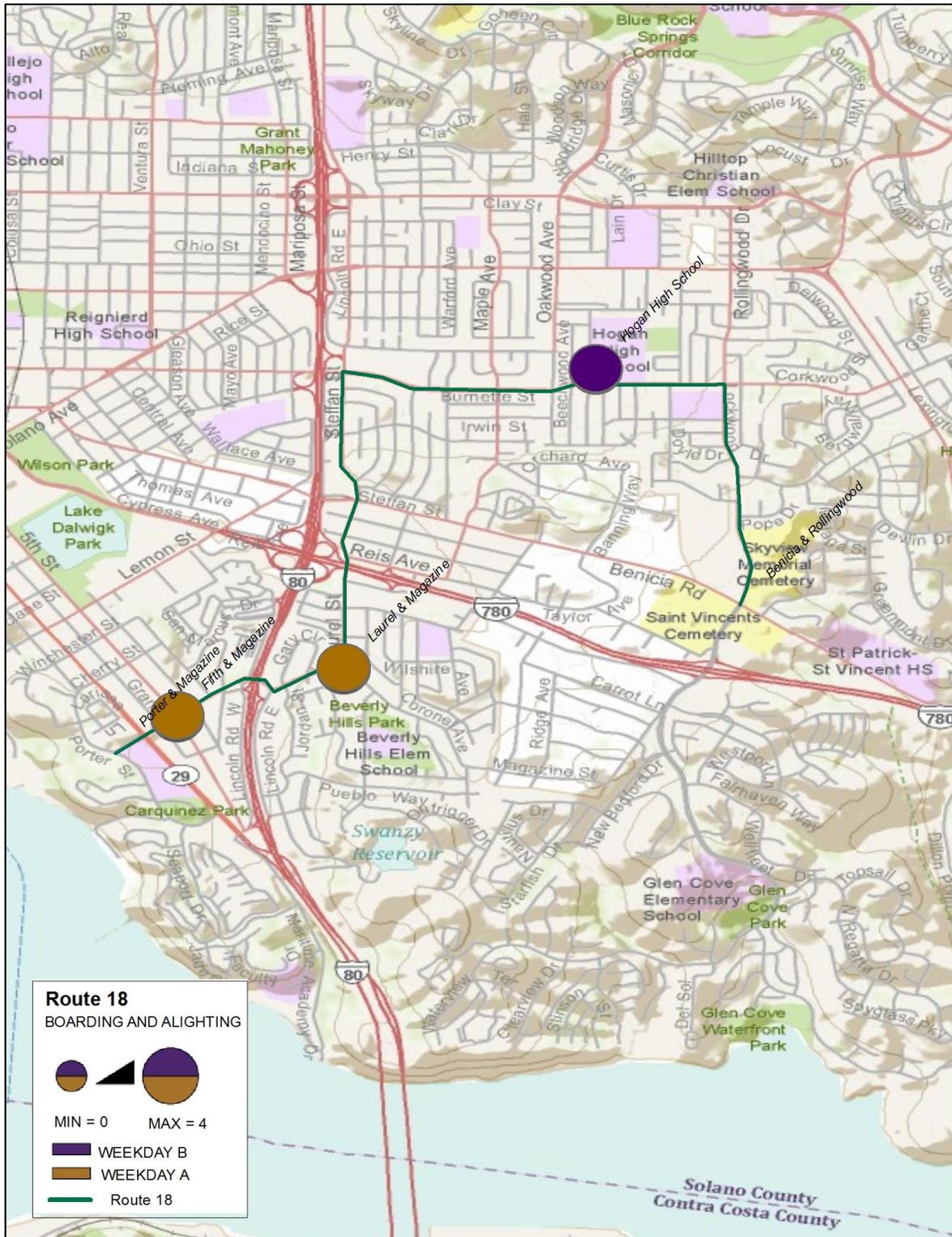
Exhibit x.112 Route 18 Top Boarding Stop

Route 18		
Rank	Stop	Boardings
1	Hogan High School	4

Exhibit x.113 Route 18 Top Alighting Stops

Route 18		
Rank	Stop	Alightings
1	Laurel & Magazine	2
2	Fifth & Magazine	1

Exhibit x.114 Route 18 Boarding and Alighting



Route 20 Boarding and Alighting

Ride checks were conducted on three trips during a typical weekday service day on Route 20. The A.M. Peak period trip was observed to be more productive than the Midday trips, resulting in an average of 10 boardings per trip showing there is more demand for this route during the morning peak period.

Exhibit X.115 Route 20 Activity by Day-Part

Route 12					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	0
AM Peak	10	9	10.0	9.0	1
Midday	12	11	6.0	5.5	2
PM Peak	0	0	0.0	0.0	0
PM Other	0	0	0.0	0.0	0

The stops with the most activity are shown in Exhibits x.116 and x.117. The data suggest the Mini and Corcoran stop generates a significant level of demand, with the second-most highest level of boardings as well as alightings. The stop with the most boardings, or where the highest level of trip generation occurs, was observed to be Jesse Bethel High School. The stop with the most alightings, or highest concentration of trip destinations was Corcoran and Erin.

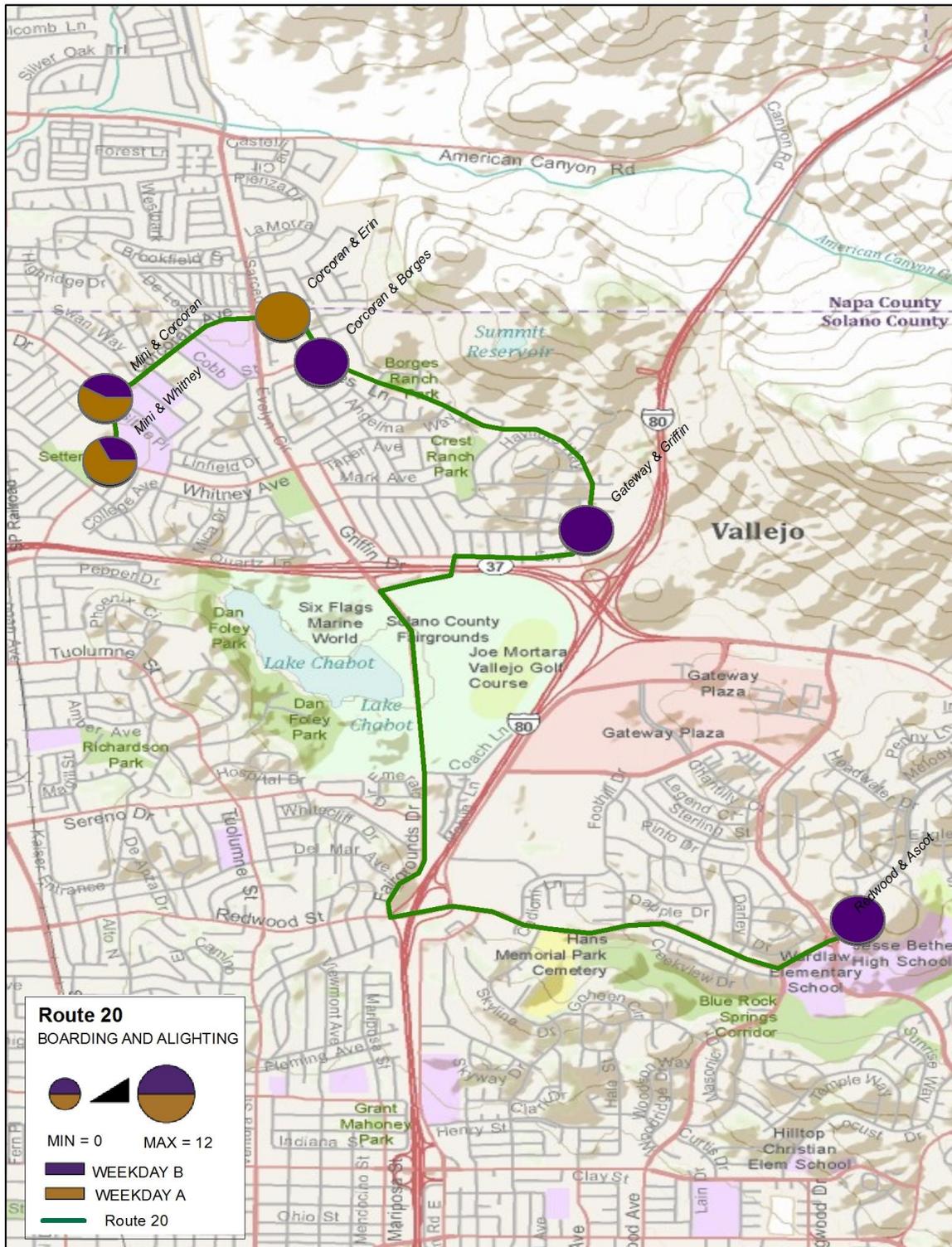
Exhibit x.116 Route 20 Top Boarding Stops

Route 1 Northbound		
Rank	Stop	Boardings
1	Jesse Bethel High School	12
2	Mini & Corcoran	6
3	Corcoran & Burgers	2

Exhibit x.117 Route 20 Top Alighting Stops

Route 1 Northbound		
Rank	Stop	Alightings
1	Corcoran & Erin	10
2	Mini & Corcoran	8
3	Mini & Whitney	2

Exhibit x.118 Route 20 Boarding and Alighting



Route 22 Boarding and Alighting

Route 22 travels directly from Mini and Corcoran to the Vallejo Ferry Terminal. Boarding and alighting activity by day-part is shown in Exhibit X.119. Findings from the ride checks suggest the Midday trip has little demand for student travel. During the observed P.M. Peak period trip, six passengers boarded.

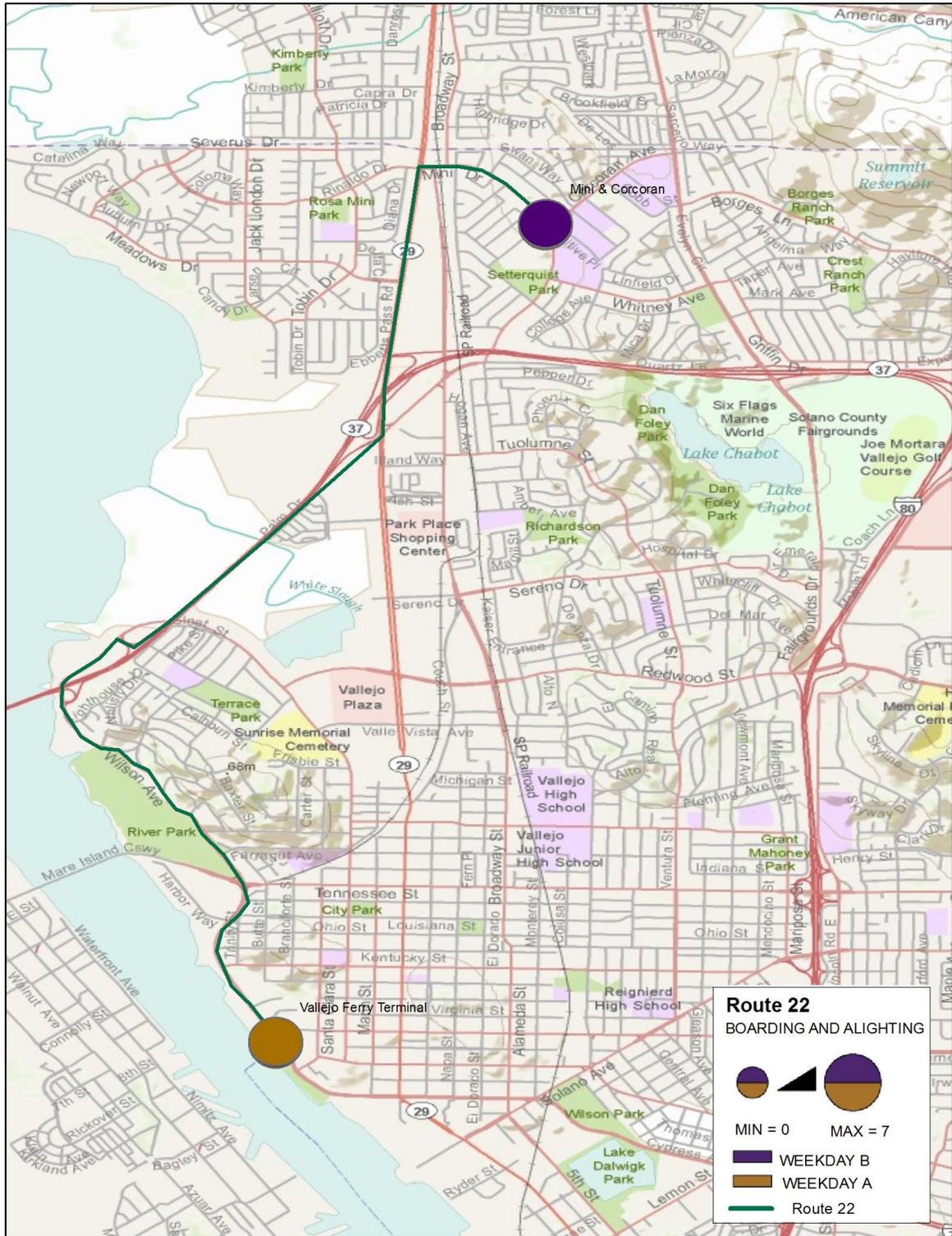
Exhibit x.119 Route 22 Activity by Day-Part

Route 22					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
AM Other	0	0	0.0	0.0	0
AM Peak	0	0	0.0	0.0	0
Midday	1	1	1.0	1.0	1
PM Peak	6	6	6.0	6.0	1
PM Other	0	0	0.0	0.0	0

Exhibit x.120 Route 22 Top Activity Stops

Route 22			
Rank	Stop	Boardings	Alightings
1	Mini & Corcoran	7	
1	Ferry Terminal		7

Exhibit x.121 Route 22 Boarding and Alighting



Benicia Breeze Medical Shuttle Boarding and Alighting

The Shuttle to Vallejo Medical Centers runs on Monday, Tuesday and Thursday only, offering two trips a day: one morning trip starting at 10:00 a.m. and terminating at 11:25 a.m., and one afternoon trip starting at 1:50 p.m. and terminating at 2:45 p.m. The Shuttle provides service from the City Park and Benicia Senior Center to the various medical centers in Vallejo, ending again at the City Park. The following analysis reflects boarding and alighting counts for the Shuttle during a typical weekday service day.

As illustrated in Exhibit X.122 the two weekday trips offered on the Medical Shuttle fall within the *Midday* day-part (9:01 a.m. to 3:30 p.m.), therefore the only activity occurs during this time. Of the two trips offered there was a total of two boardings, one on each trip. This translates to an average of one boarding and one alighting per trip. The data suggest there is very low productivity.

Exhibit X.122 Medical Shuttle Activity by Day-Part

Medical Center Shuttle					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	-	-	-	-	-
AM Peak	-	-	-	-	-
Midday	2	2	1.0	1.0	2
PM Peak	-	-	-	-	-
PM Other	-	-	-	-	-
Total	2	2	1.0	1.0	2

The most productive stops are listed below in Exhibit X.123 and X.124. The two boardings occurred at the first stop (City Park) and at the Casa De Vilarasa. The two observed alightings were at two hospitals. This activity indicates the Shuttle’s patrons originate at the senior or housing centers and terminate at the hospitals.

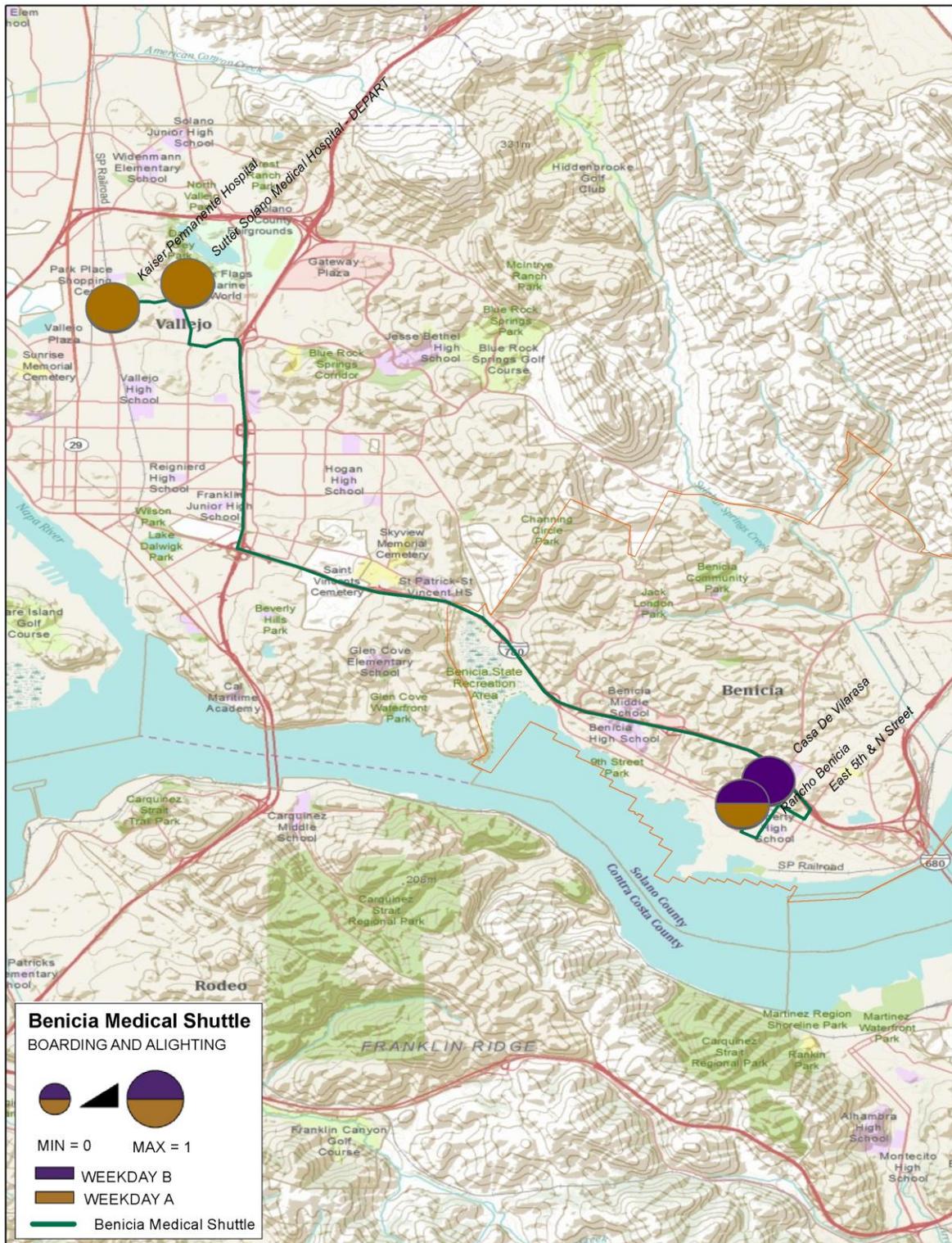
Exhibit X.123 Medical Shuttle Top Boarding Stops

Medical Center Shuttle		
Rank	Stop	Boardings
1	1st Street & Military (City Park)	1
2	Casa De Vilarasa	1

Exhibit X.124 Medical Shuttle Top Alighting Stops

Medical Center Shuttle		
Rank	Stop	Alightings
1	Kaiser Permanente Hospital	1
2	Sutter Solano Medical Hospital	1

Exhibit X.125 Benicia Breeze Medical Shuttle Boardings and Alightings



Benicia Breeze Route 15 Boarding and Alighting

Route 15 operates as a school tripper, offering three trips every school day. The two morning trips start at 7:11 a.m. and 7:50 a.m. and end at 7:55 a.m. and 8:20 a.m. The morning trips travel from various residential and community locations to the Benicia High School, Benicia Middle School, and Farmer Elementary School. There is one afternoon trip which operates Monday through Thursday on school days only, from 3:20 p.m. to 4:00 p.m. On Friday school days the afternoon trip’s first stop picks up at 1:30 p.m. and last stop drops off at 2:14 p.m. The afternoon trip picks up at the same three schools as listed above and drops off at the same locations the morning trip picks up from.

Exhibit X.126 illustrates boarding and alighting activity for the surveyed trips, representing a typical weekday service day. In total, there were 42 boardings, of which the most occurred within the a.m. peak period. The exhibit show the morning trips are more productive, operating with 12.5 passenger boardings per trip, while the afternoon trips (Midday day-part) operate with an average of 8.5 boardings per trip. This suggests there is more demand for school trips in the morning than in the afternoon, further indicating students who ride this service may have other travel options after school or attend afterschool programs/activities and do not need to use the school tripper service.

Exhibit X.126 Route 15 Activity by Day-Part

Benicia Breeze Route 15					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	-	-	-	-	-
AM Peak	25	25	12.5	12.5	2
Midday	17	13	8.5	6.5	2
PM Peak	-	-	-	-	-
PM Other	-	-	-	-	-
Total	42	38	10.5	9.5	4

The following two exhibits illustrate the top stops with the most activity. **Exhibit X.127** shows the first stop (1st and Military) in the morning experiences the highest level of boardings, followed by Rose Drive and Windsor Drive with nine boardings. The stops with the most alightings occurred at the Benicia High School and then followed by the Benicia Middle School. This supports the findings from above that Route 15 is used more in the mornings for the trip to school, as the main destinations are schools, rather than in the afternoon after school to other non-school destinations.

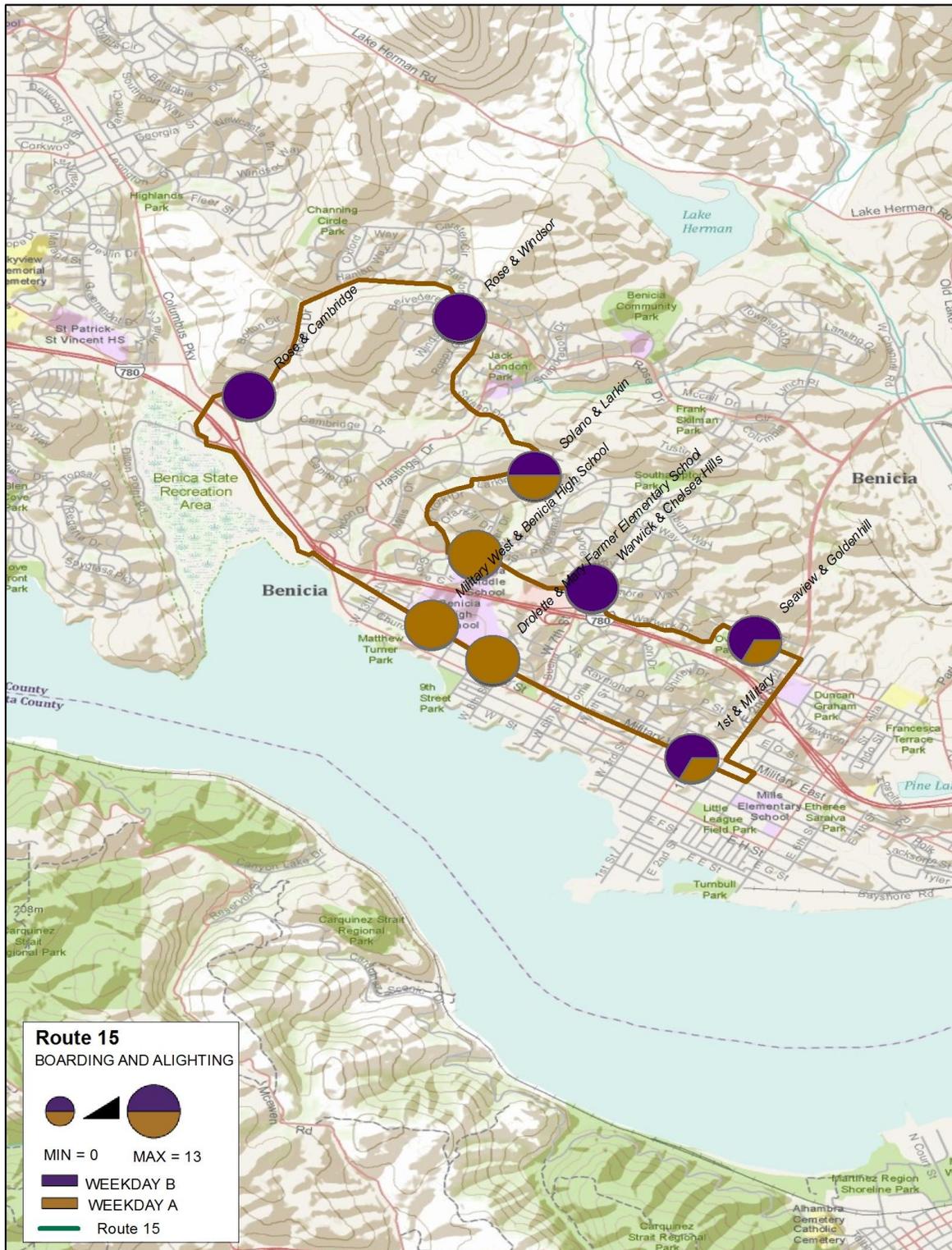
Exhibit X.128 Route 15 Top Boarding Stops

Benicia Breeze Route 15		
Rank	Stop	Boardings
1	First and Military	12
2	Rose and Windsor	9
3	Rose and Cambridge	4
4	Solano and Larkin	3

Exhibit X.129 Route 15 Top Alighting Stops

Benicia Breeze Route 15		
Rank	Stop	Alightings
1	Military West & Benicia High School	13
2	Southampton & Benicia Middle School	10
3	Solano & Larkin	3

Exhibit X.130 Benicia Breeze Route 15 Boardings and Alightings



Benicia Breeze Route 17 Boarding and Alighting

Similar to Route 15, this route operates on school service days only during the weekday with two morning trips and one afternoon trip. Route 17 travels a similar loop than Route 15, serving the same schools, yet serving different neighborhoods in the northern portion of Benicia.

For the first morning trip Route 17 originates at the same location as Route 15 at 1st and Military (Veterans Building) at 7:02 a.m. and then travels to the Benicia High School and Benicia Middle School, ending at 7:45 a.m.. The second morning trips starts and 7:50 a.m. at Hastings Drive at Southampton Road and travels the same route as the first morning trip, terminating at the Benicia Middle School at 8:23 a.m.

On Monday through Thursday the afternoon trip starts at 3:20 p.m. and is basically the reverse of the morning trips starting at the Benicia Middle School and terminating at 1st Street and Military at 4:00 p.m. The Friday afternoon trip travels the same route as Monday through Thursday However, Route 17 starts approximately two hours earlier at 1:30 p.m. and ends at 2:10 p.m.

Exhibit X.131 illustrates boarding and alighting activity by day-part for a typical weekday service day for Route 17. In total, there were 62 surveyed boardings, of which it was split exactly in half of boardings in the morning and afternoon trips. The average boarding for each of the two day-parts is 15.5 boardings per trip. This suggests the same patrons who ride this route in the morning to school, ride in the afternoon from school. This is different than the findings for Route 15.

Exhibit X.131 Route 17 Activity by Day-Part

Benicia Breeze Route 17					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	-	-	-	-	-
AM Peak	31	31	15.5	15.5	2
Midday	-	-	-	-	-
PM Peak	31	31	15.5	15.5	2
PM Other	-	-	-	-	-
Total	62	62	15.5	15.5	4

Exhibit X.132 and **X.133** show the stops with the most activity. When looking at boarding activity along Route 17 for the surveyed trips (**Exhibit X.132**) there are two stops with most boardings, at Benicia Middle School and East 5th and East N. The highest alighting activity was at the Benicia High School with 26 alightings followed by the Benicia Middle School with 18 alightings. This indicates more Middle School riders use Route 17 in the morning to school, while more student riders use the bus in the afternoon.

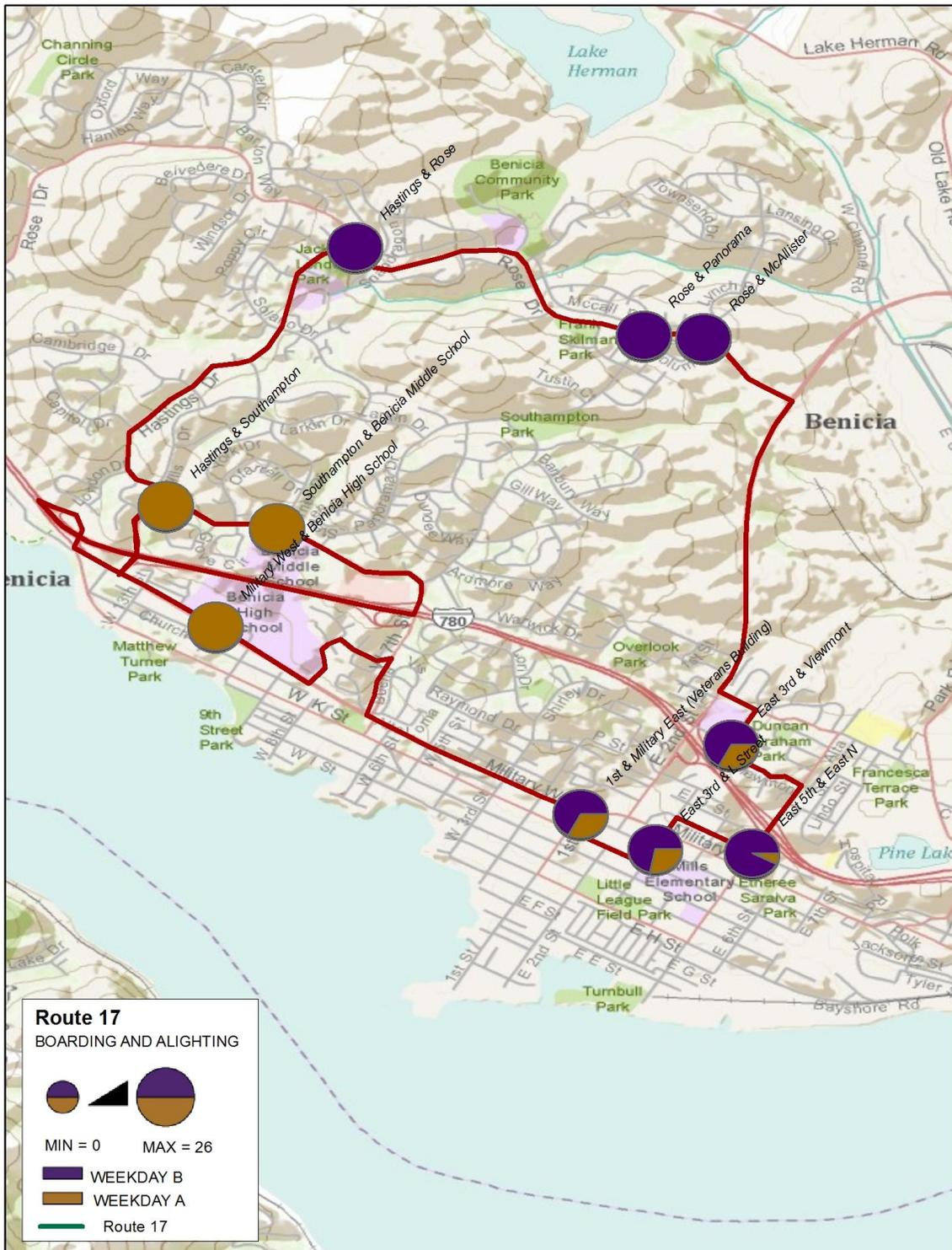
Exhibit X.132 Route 17 Top Boarding Stops

Benicia Breeze Route 17		
Rank	Stop	Boardings
1	Southampton & Benicia Middle School	31
2	East 5th & East N	14
3	East 3rd & L Street	5
4	1st & Military East (Veterans Building)	4
5	Rose & Panorama	3

Exhibit X.133 Route 17 Top Alighting Stops

Benicia Breeze Route 17		
Rank	Stop	Alightings
1	Military West & Benicia High School	26
2	Southampton & Benicia Middle School	18
3	Hastings & Southampton	8

Exhibit X.134 Benicia Breeze Route 17 Boardings and Alightings



Benicia Breeze Route 21 Boarding and Alighting

Route 21 is flex route, offering deviation requests between each published time-point. The route makes a loop throughout the City starting and ending at the City Park transfer point, stopping at various community and shopping locations such as Raley’s, Longs, and the Benicia Community Park. This route operates three morning peak period flex trips and three evening peak period flex trips each weekday service day Monday through Friday, with two hours of service blocked out for Dial-A-Ride operation. The Dial-A-Ride service is analyzed in Chapter X. The three morning trips operate with 60-minute headways and 60-minute running times; the first trip starting at 5:50 a.m. and last starting at 8:50 a.m. The four evening trips also operate with 60-minute headways and 60-minute running times; the first starting at 3:50 p.m. and last starting at 6:50 p.m.

Exhibit X.135 illustrates boarding and alighting activity by day-part. The highest level of activity occurs in the P.M. Peak period, between 3:31 p.m. and 7:00 p.m., averaging 4.7 boardings per trip. The morning day-parts, A.M. Peak and A.M. Other experienced low levels of activity from two boardings per trip to one boarding per trip.

Exhibit X.135 Route 21 Activity by Day-Part

Benicia Breeze Route 21					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	1	1	1.0	1.0	1
AM Peak	4	4	2.0	2.0	2
Midday	-	-	-	-	-
PM Peak	14	13	4.7	4.3	3
PM Other	-	-	-	-	-
Total	19	18	2.6	2.4	6

The following two exhibits show the stops with the highest level of activity along the route. The Southampton and Raley’s Market stop had the highest level of both boardings and alightings. Deviations were the second-most frequented stops for boardings. For alightings, the City Park was the second highest activity stop.

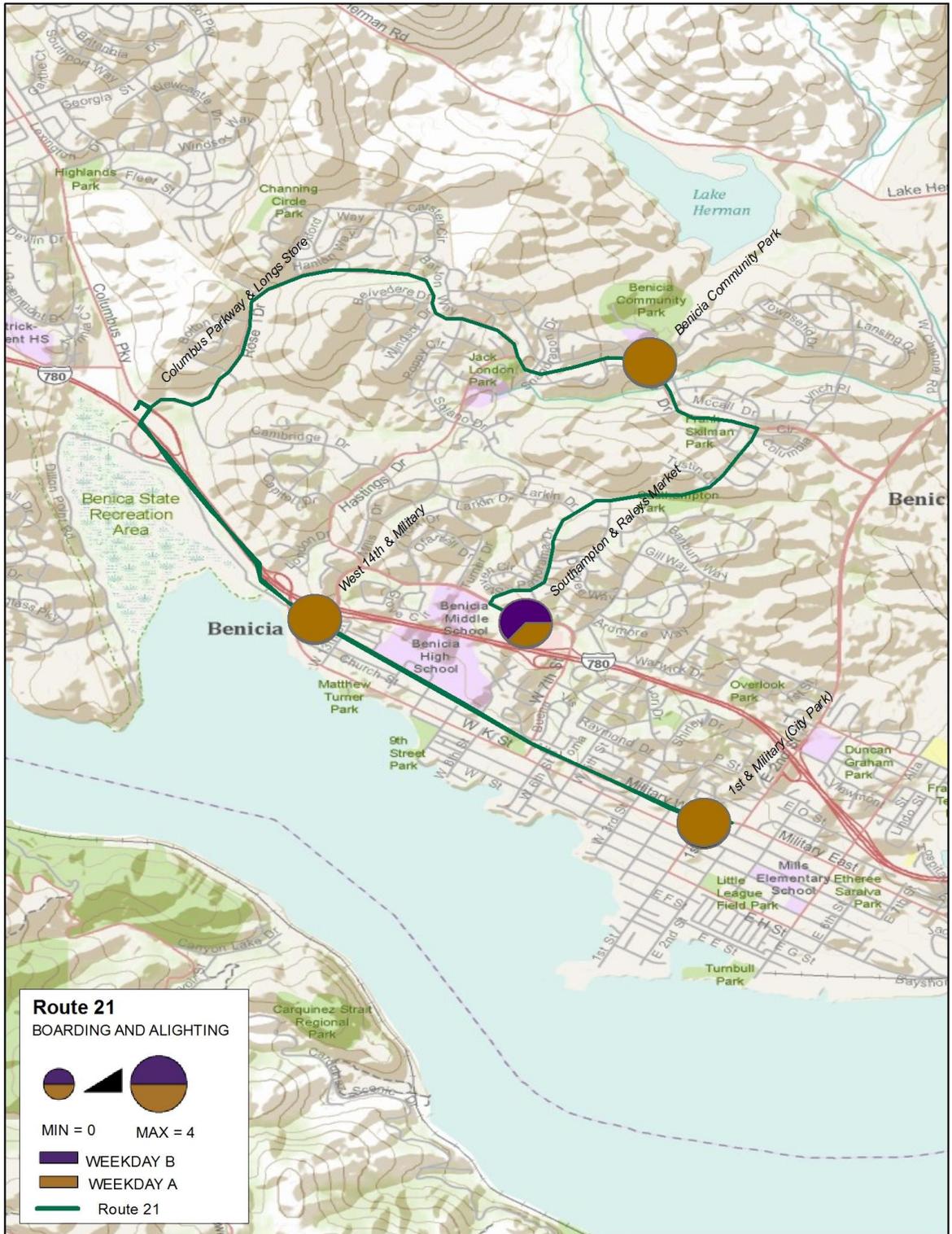
Exhibit X.136 Route 21 Top Boarding Stops

Exhibit X.137 Route 21 Top Alighting Stops

Benicia Breeze Route 21		
Rank	Stop	Boardings
1	Southampton & Raleys Market	5
2	Deviation between the fourth and fifth time-points	4
3	1st & Military (City Park)	3
4	Deviation between the first and second time-points	3
5	Deviation between the second and third time-points	3

Benicia Breeze Route 21		
Rank	Stop	Alightings
1	Southampton & Raleys Market	3
2	1st & Military (City Park)	3
3	Deviation between the second and third time-points	2
4	Deviation between the second and third time-points	2
5	Benicia Community Park	2

Exhibit X.138 Benicia Breeze Route 21 Boardings and Alightings



Benicia Breeze Route 22 Boarding and Alighting

Similar to Route 21, Route 22 operates as a flex route with service Monday through Friday only, allowing deviation requests between published time-points. The route begins at the City Park transfer point and travels south through downtown Benicia and then east through the Industrial Park (no time-points) and to East 5th/Military Street and ending back at the City Park. The route offers two morning and three evening flex trips with two blocks noted on the transit schedule for General Public Dial-A-Ride service. The Dial-A-Ride service is analyzed in **Chapter X**. Only four trips were surveyed, as they were the trips with scheduled time points. The first morning trip leaves the first stop at 5:50 a.m. and the last trip starting at 7:50 a.m.; each trip duration is 60 minutes, with 60-minute headways between trips. The first evening trip departs the first stop at 3:50 p.m. and the last trip departing at 5:50 p.m.; as with the morning trips, each trip has 60-minute running times and 60-minute headways between trips.

Exhibit X.139 lists boarding and alighting activity by day-part for Benicia Breeze Route 22. The exhibit shows the morning trips experience higher ridership activity than the evening trips. The A.M. Peak period operated with an average of three boardings per trip, while the P.M. Peak period operated with an average of 0.5 boardings per trip.

Exhibit X.139 Route 22 Activity by Day-Part

Benicia Breeze Route 22					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	1	1	1.0	1.0	1
AM Peak	3	3	3.0	3.0	1
Midday	-	-	-	-	-
PM Peak	1	0	0.5	0.0	2
PM Other	-	-	-	-	-
Total	5	4	1.5	1.3	4

The following two exhibits illustrate the stops with the most activity along the route for the surveyed trips. **Exhibit X.140** shows the City Park had the most boardings of all stops, followed by a deviation in the Industrial Park which had one boarding. Alighting activity shown in **Exhibit X.141** suggests the Industrial Park is the most-frequented destination for patrons on Route 22.

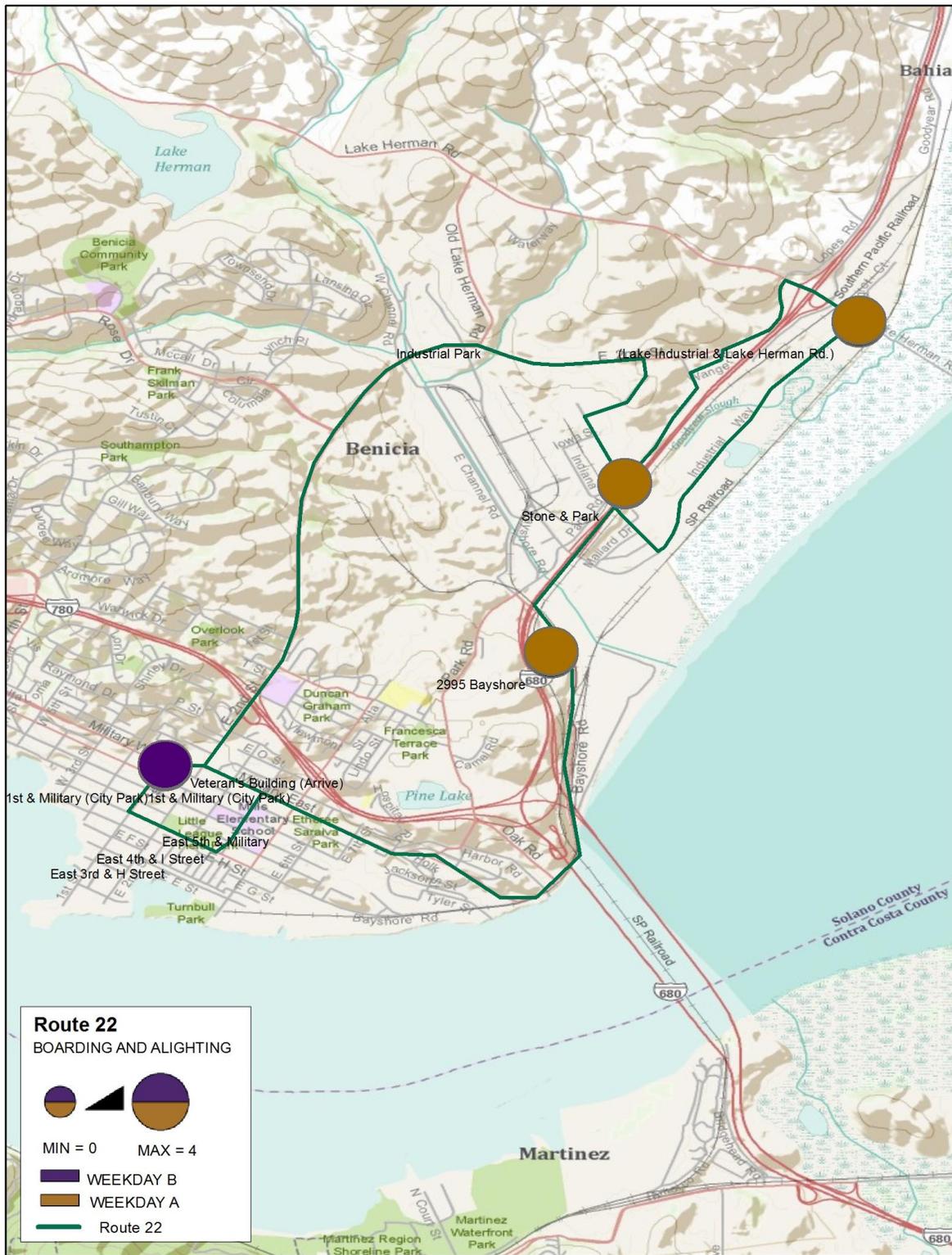
Exhibit X.140 Route 22 Top Boarding Stops

Benicia Breeze Route 22		
Rank	Stop	Boardings
1	1st & Military (City Park)	4
2	Industrial park deviation	1

Exhibit X.141 Route 22 Top Alighting Stops

Benicia Breeze Route 22		
Rank	Stop	Alightings
1	Stone & Park	2
2	Industrial park deviation	1
3	Industrial park deviation	1

Exhibit X.142 Benicia Breeze Route 22 Boardings and Alightings



Benicia Breeze Route 76 Boarding and Alighting

Route 76 is a fixed-route service operating Monday through Friday with two morning, one midday, and two evening trips between 6:00 a.m. and 6:10 p.m. The route travels east/west, starting in Benicia at West 14th/Military, traveling to Diablo Valley College and Sun Valley Mall and then back to Benicia. With the exception of the 4:00 p.m. trip, all trips have a running time of 70 minutes with a 45-minute travel time to DVC from the first stop in Benicia. The first afternoon trip at 4:00 p.m. starts at the City Park instead of West 14th/Military, not serving the first three stops.

The following exhibit illustrates boarding and alighting activity by day-part for Route 76 for a typical weekday service day. The surveyed trips indicate the morning period experiences slightly more activity, at four boardings per trip as compared with the afternoon periods of three boardings per trip. In total, there were 17 passenger boardings surveyed.

Exhibit X.142 Route 76 Activity by Day-Part

Benicia Breeze Route 76					
Day-Part	Boarding	Alighting	Avg Boarding	Avg Alighting	Trips
Am Other	4	5	4.0	5.0	1
AM Peak	4	3	4.0	3.0	1
Midday	3	3	3.0	3.0	1
PM Peak	6	6	3.0	3.0	2
PM Other	-	-	-	-	-
Total	17	17	3.5	3.5	5

Exhibit X.144 shows boardings for the top three stops, while **Exhibit X.145** shows the stops with the highest alighting activity. During the observation period, the majority of riders boarded Route 76 at 1st Street and Military (City Park). The stops which experienced the highest level of alightings was split between three different stops: Contra Costa Boulevard, Sun Valley Mall, and 1st Street and Military.

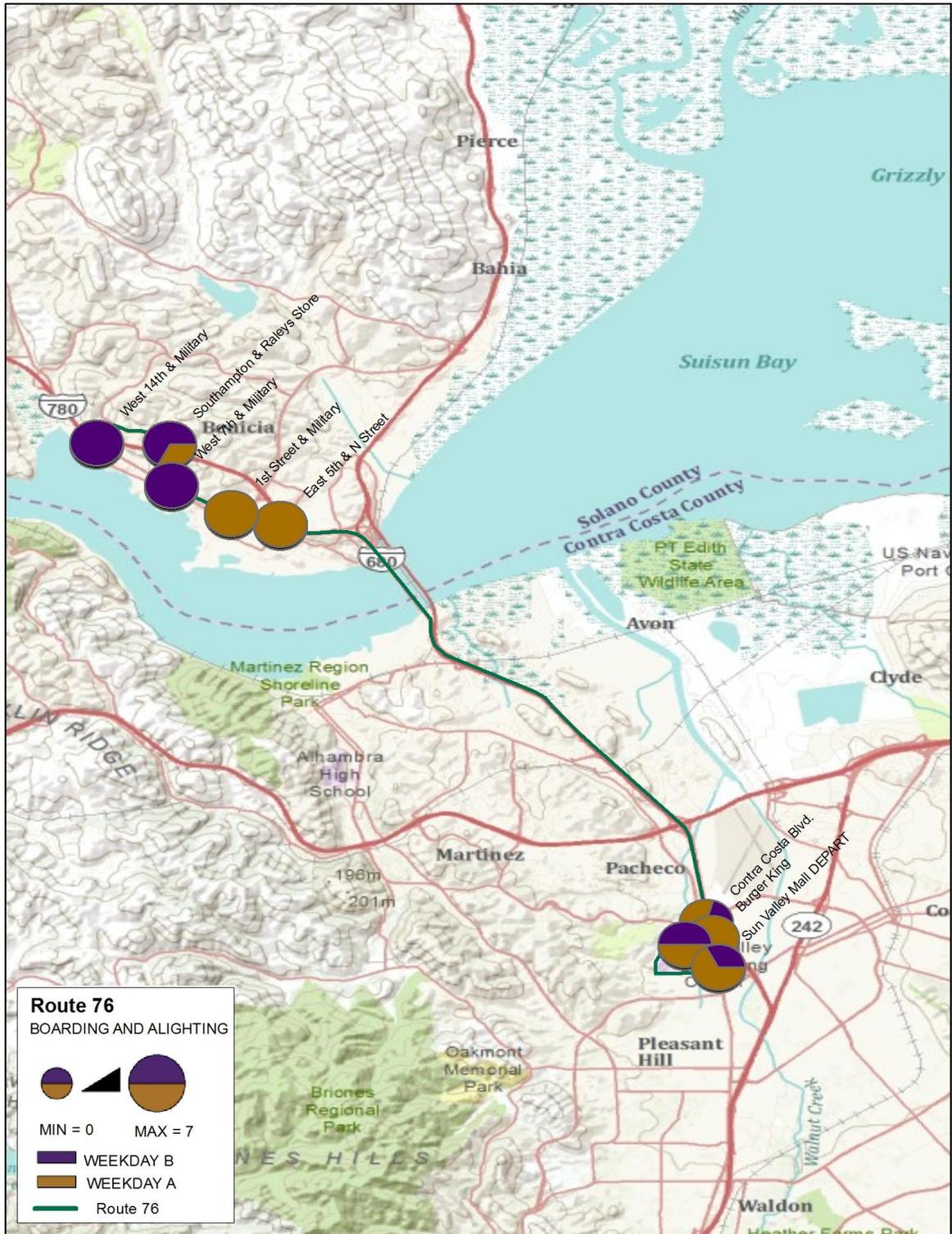
Exhibit X.144 Route 76 Top Boarding Stops

Benicia Breeze Route 76		
Rank	Stop	Boardings
1	1st Street & Military (City Park)	7
2	Southampton & Raleys Market	2
3	Sun Valley Mall	2

Exhibit X.145 Route 76 Top Alighting Stops

Benicia Breeze Route 76		
Rank	Stop	Alightings
1	Contra Costa Blvd.	4
2	Sun Valley Mall	4
3	1st Street & Military	4
4	Burger King	2

Exhibit X.146 Benicia Breeze Route 76 Boardings and Alightings



CHAPTER X – DIAL-A-RIDE ANALYSIS

DAR On-Time Performance

The data used to analyze on-time performance for the Dial-A-Ride program were collected via driver trip manifests for each service day during August 2011. The trip sheets provided information on each trip’s origin and destination, scheduled customer pick-up time, actual pick-up time, and actual drop-off time.

On-time performance was evaluated for Dial-A-Ride using the following criteria:

- **On-time** – Defined as an arrival at scheduled origin point within a 20-minute window (up to ten minutes before or after the scheduled trip pick-up time).
- **Early** – Defined as actual trip arrival occurring more than ten minutes prior to the scheduled trip pick-up time.
- **Late** – Defined as actual trip arrival occurring more than ten minutes after the scheduled trip pick-up time.

The pick-up and drop-off data was segregated by day-part in two time blocks: morning/midday period (7:50 a.m. to 3:30 p.m.), and the evening period (5:50 p.m. to 8:20 p.m.).

Moore & Associates examined a total of 650 trips operated by Benicia Breeze’s Dial-A-Ride across the evaluation period. Of the total trips evaluated, 593 trips were actually completed, while 38 were canceled (approximately six percent) and 19 were deemed no-shows (nearly three percent). A canceled trip is defined as an incident whereby a customer calls ahead of their scheduled pick-up time to cancel a trip. A no-show occurs when the DAR vehicle arrives at the scheduled pick-up location and at the agreed upon time and the customer fails to show up and does not notify the call center/dispatch. High occurrences of no-shows and cancellation contribute to poor on-time performance as well as a poor farebox recovery.

Exhibit X.1 shows the completed trips versus cancelled and no-shows for each of the defined day-parts. Benicia Dial-A-Ride experiences a greater incidence of trip cancellations and no shows as a percentage of total trips during the evening day-part than the morning/midday day-part. This is surprising given total trip activity is much higher during the morning/midday day-part.

Exhibit X.1 Trips by Day-Part

Day-Part	Trips Completed		Cancelled		No Show		Total
	Count	Percent	Count	Percent	Count	Percent	
Morning/Midday (7:50 a.m. to 3:50 p.m.)	483	94.2%	19	3.7%	11	2.1%	513
Evening (5:51 p.m. to 8:20 p.m.)	88	77.9%	17	15.0%	8	7.1%	113
Total	571	91.2%	36	5.8%	19	3.0%	626

With respect to the on-time performance evaluation, we calculated on-time, early, and late trips from the completed trips, excluding those deemed either cancellations or no-shows. For the two day-parts evaluated, 558 were determined to be on-time (i.e., within the 20-minute “window”), equating to nearly 98 percent of trips completed during the evaluation period (see Exhibit X.2). Six “early” trips were noted (i.e., more than 10 minutes prior to the scheduled time), equating to approximately one percent of total surveyed trips completed. Finally, seven trips were identified as late (i.e., more than 10 minutes after the scheduled time), also equating to about one percent of total surveyed trips.

Benicia’s Dial-A-Ride program’s on-time performance was slightly better during the evening day-part than the morning/midday. However, throughout the evaluation period the DAR program’s on-time performance remained over 97 percent. Late trips occurred more than early trips, yet the incidence of either was modest. The on-time performance indicates the Dial-A-Ride program has sufficient drivers/vehicles assigned to cover demand throughout each service day.

Exhibit X.2 On-Time Performance by Day-Part

Day-Part	On-time	Early	Late	Total
Morning/Midday (7:50 a.m. to 3:50 p.m.)	97.5%	1.0%	1.4%	100.0%
Evening (5:50 p.m. to 8:20 p.m.)	98.9%	1.1%	0.0%	100.0%
Total	97.7%	1.1%	1.2%	100.0%

Boarding and Alighting

Based on our review of the trip sheets, we identified the most frequent/common origin and destination pairings throughout Benicia, which included common trip generators such as grocery stores, banks, parks, the public library, and the Benicia Industrial Park.

Exhibit X.3 lists the top 10 most frequent boarding locations for the Benicia Breeze Dial-A-Ride. The most common boarding location was the city library located in the downtown area. This is not surprising given the number of other significant trip generators located nearby (city hall, senior center, and the city park).

The second and third-most common pick-up locations were the two large grocery markets in Benicia: the Safeway and Raley’s. This finding suggests the Dial-A-Ride service is essential for ride-dependent individuals, particularly seniors. In other words, the Dial-A-Ride appears to function as a life-line, providing Benicia residents an affordable means of accessing “quality of life” services/destinations. However, it is also likely a flex-route service operating during midday and the evening hours could accomplish the same outcome.

Exhibit x.3 Top 10 Trip Origins

Origin Address	Landmark	Boardings
150 East "L" Steet	Library	73
50 Solano Square	Safeway	61
890 Southampton Road	Raley's	52
1101 Military West	Benicia High School	25
250 East "L" Street	City Park	25
892 Southampton Road	Wells Fargo Bank	22
3909 Park Road	Benicia Industrial Park	18
478 Mills Drive	Private Residence	16
383 East "I" Street	Private Residence	15
921 East 4th Street	Private Residence	15

Exhibit X.4 illustrates all those trip origins occurring during the evaluation period. In total, there were 148 unique origin locations. In terms of mapping, only the top 10 origin locations were labeled. A significant number of trips were concentrated in or near downtown Benicia.

Exhibit x.4 Trip Origins

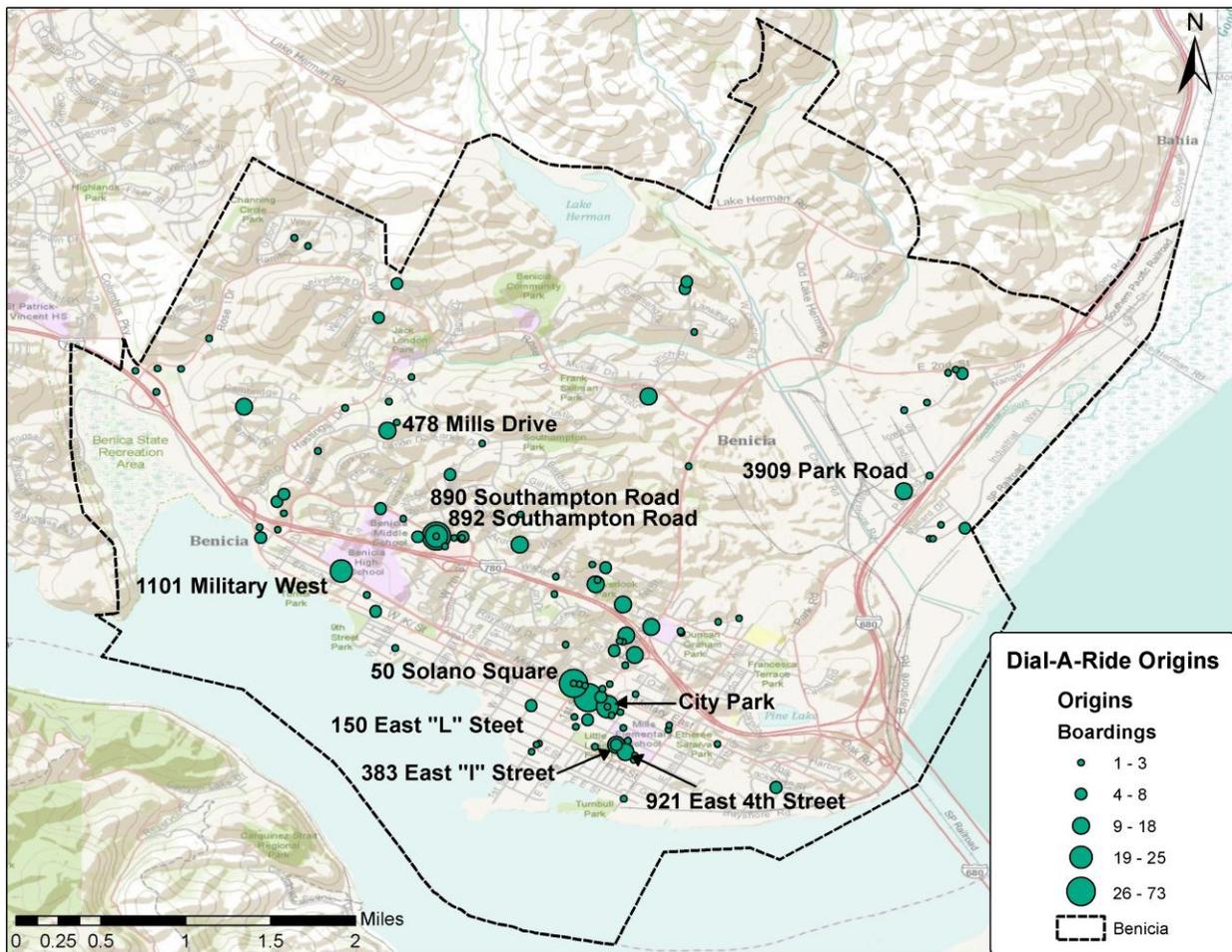


Exhibit X.5 shows the top 10 trip destinations locations within Benicia. Once again, the two largest grocery markets in Benicia were the top two destinations for Dial-A-Ride customers. This reinforces the importance of midday and evening mobility options (DAR or otherwise) in helping individuals access shopping and other important services/destinations.

As noted above, many trips terminated in downtown Benicia. For example, several of the private residences are located near downtown as well as the City Park and library. Given the density of travel demand noted in this area, we recommend SolTrans consider realigning existing flex-route service to capture this trip activity.

Exhibit x.5 Top 10 Destinations

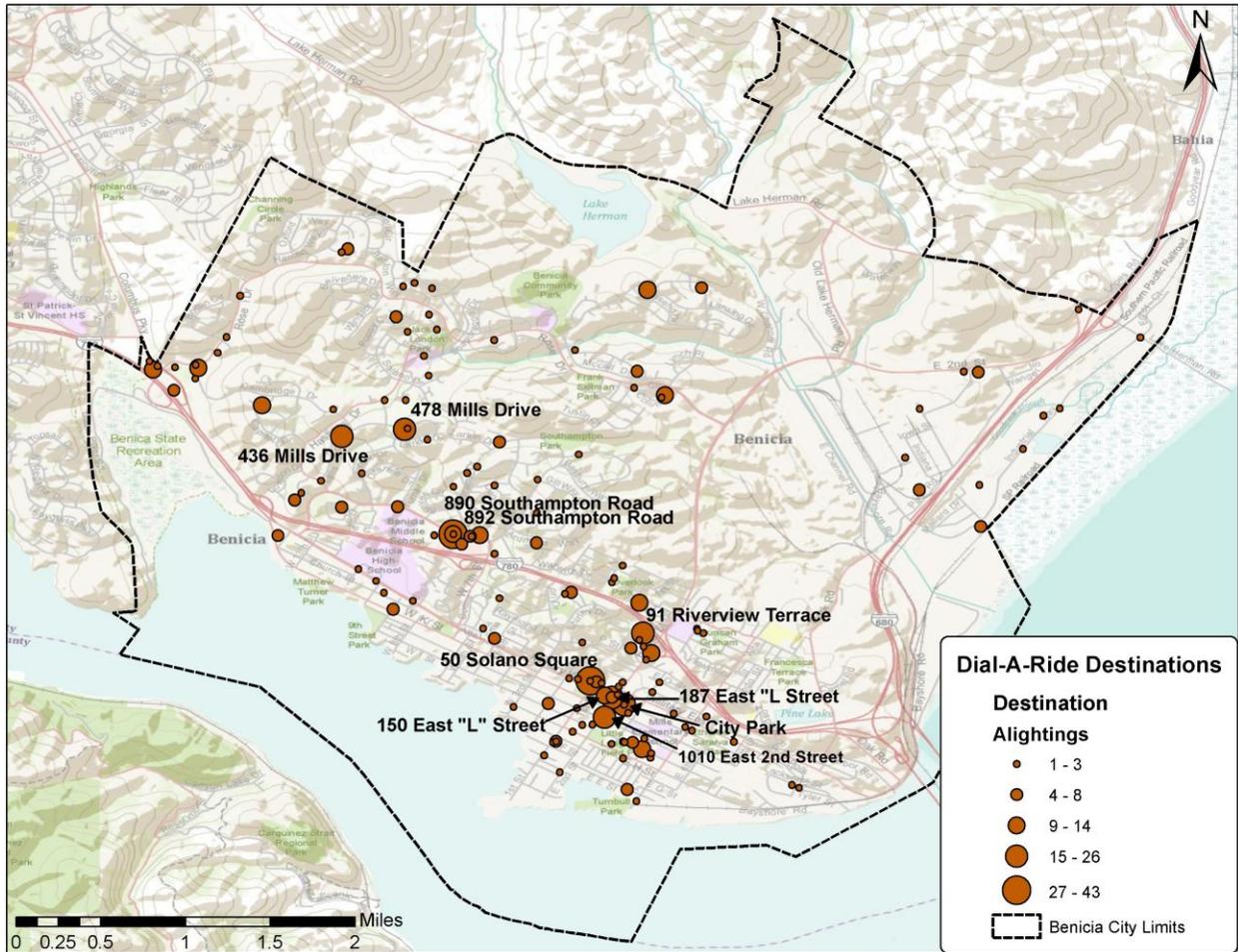
Destination Address	Landmark	Alightings
890 Southampton Road	Raley's	43
50 Solano Square	Safeway	39
250 East "L" Street	City Park	26
436 Mills Drive	Private Residence	24
91 Riverview Terrace	Private Residence	24
187 East "L" Street	Private Residence	19
1010 East 2nd Street	Private Residence	18
478 Mills Drive	Private Residence	18
150 East "L" Steet	Library	14
892 Southampton Road	Wells Fargo Bank	14

Exhibit X.6 illustrates all the trip destination locations noted during the evaluation period. In total, there were 149 unique trip destinations. As with the “Trip Origins” map, only the top 10 trip destinations are labeled.

The “Trip Destinations” map shows a similar concentration of trip destinations in the downtown area as well as around the Raley’s Market at 890 Southampton Road. Given the concentration of both trip origins and destinations within these two areas, we believe potential exists either for a flex-route or traditional fixed-route bus service to serve these areas.

Additionally, the frequency of private residences with multiple trips per week suggests said locations include a significant number of ride-dependent individuals. In other words, the current Dial-A-Ride service appears to be the only midday mobility option available to many Benicia residents.

Exhibit x.6 Trip Destinations



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DATE: October 11, 2011
TO: SolTrans Board
FROM: John Harris, Special Projects Manager
RE: SRTP Demand Analysis

Background:

This report includes identification and quantification of need as it relates to mobility services in Benicia and Vallejo. The report also analyzes potential future service areas, likely equipment and infrastructure needs, areas or resident groups that are likely to use regional transit services, and social service agencies and organizations that could benefit from improved mobility coordination. Demographic projections for Benicia and Vallejo are included. The end result features maps of target populations, major employers, and significant trip generators in the study area.

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CHAPTER X – DEMAND ANALYSIS

Located in the southwestern portion of Solano County, the incorporated cities of Benicia and Vallejo compose the service area of the SolTrans public transit agency. Collectively, Benicia and Vallejo encompass 69.3 square miles along the north side of the Carquinez Strait. Both cities are within reasonable commute distance from San Francisco (approximately 32 miles) and approximately 58 miles from the Sacramento urbanized area.

Based on the 2010 Census, the combined population of Vallejo and Benicia was 142,939, comprising nearly 35 percent of the County’s population. In terms of population, of the seven cities in Solano County, Vallejo is the largest and Benicia the fourth largest.

Significant transportation corridors connecting Vallejo and Benicia with the San Francisco Bay Area and Sacramento include State Highways 80 and 680. State Route 780, which intersects with SR 80 and 680, acts as a direct east/west connection between Benicia and Vallejo. Other major transportation corridors include State Routes 12, 29, and 37 which link the two cities with areas to the north and west, including Napa (north) and Marin (west).

Mobility Inventory

At the time of this report, SolTrans was in the initial stages of consolidation with transit services continuing to operate under the historic structure. Therefore, Benicia is served primarily by Benicia Breeze flex routes, general public Dial-A-Ride (DAR), intercity fixed-route, ADA-Plus demand-response services, local subsidized taxi program, and ADA intercity subsidized program. Vallejo was served by Vallejo Transit fixed-route, intercity, and ADA-complementary demand-response (as required of fixed-route transit operators under the ADA), local subsidized taxi program, and ADA intercity subsidized program. Other regional/intercity services in/around Benicia and Vallejo (see Exhibit X.1) include Vallejo Baylink Ferry, Fairfield and Suisun Transit (FAST), and Napa VINE. These intercity services provide further connections with other local and regional services throughout the San Francisco Bay Area. Private transportation services include Greyhound, as well as various taxi and limousine services.

Exhibit X.1 Mobility Inventory

Public Transit			Private Transportation Services	
Fixed-Route	Demand-Response	Regional/intercity	Bus Lines	Taxis
Benicia Breeze	Benicia Breeze	Benicia Breeze	Amtrak	Vallejo Benicia City Cab
Vallejo Transit	Vallejo Transit	Vallejo Transit	Greyhound	Vallejo Benicia Yellow Cab
		Vallejo Baylink Ferry		California Shuttle
		Capitol Corridor Intercity Rail		
		Napa VINE		
		Fairfield and Suisun Transit (FAST)		

Paratransit Services

Vallejo provides complementary ADA paratransit services for seniors and/or persons with disabilities with coordinated transfers to adjacent paratransit service providers. Transfers between Benicia and Vallejo paratransit occur at the Vallejo Glen Cove Safeway. Benicia provides ADA-Plus paratransit within the city of Benicia, Walnut Creek, and Concord. Given the City of Benicia already operates a flex-route service supplemented by a general public DAR, there isn't a need for a complementary ADA paratransit program. Therefore, the City's paratransit service qualifies as "ADA-Plus paratransit," which is to say it goes "above and beyond" ADA requirements. Benicia's paratransit provides service to Vallejo, Sun Valley Mall in Concord, and the Pleasant Hill BART station in addition to serving residents within Benicia and points in Contra Costa County. This is accomplished through ADA paratransit, medical shuttle, and the senior shopping shuttle.

Exhibit X.2 Paratransit Services in Solano County

Paratransit Services	Service Area
Benicia Breeze ADA Plus Paratransit	Cities of Benicia and Vallejo, Sun Valley Mall in Concord, and Pleasant Hill BART Station
Fairfield-Suisun Transit DART	Cities of Fairfield and Suisun City, Rio Vista and Dixon
Special Services for Vacaville City Coach	City of Vacaville
Vallejo Runabout	City of Vallejo
Rio Vista Breeze	City of Rio Vista, Fairfield

Population and Demographic Profile

Although Solano County's population increased nearly five percent across the past decade, its growth was slower than that of the Bay Area and rest of California. Benicia saw only a 0.5-percent increase in population from 2000 to 2010, while Vallejo experienced a modest decline in population during this period. Vallejo was among the communities hardest hit by the recent recession. The Vallejo-Fairfield area had the fourth-highest rate of residential foreclosures in the nation in 2011 (an average of one foreclosure for every 140 homes).

The Solano County 2010 Index of Economic and Community Progress identified economic, demographic, housing, education, and economic finance trends across the past decade.¹ The Index found population growth, although slow, can be attributed chiefly to immigration. The population decline in Vallejo and the modest population growth in Benicia are likely influenced by job losses, particularly within the construction industry. As demand for construction of new homes dried up and the residential foreclosure crisis intensified, many in southern Solano County lost jobs and left the area seeking work.

¹ The Solano County 2010 Index of Economic and Community Progress

Given the variances in population trends between the County and individual cities, a forecast of population for each city was crafted reflective of individual trends and characteristics. In forecasting the County’s population to 2020, we calculated an average of the Department of Finance projections (developed using migration rates, birth rates, and death rates) along with the Association of Bay Area Governments’ (ABAG) projections. To forecast the cities’ populations, we used local data including Vallejo Economic Development Department projections. Assuming transition out of the current economic downturn, growth in the upcoming decade could exceed that of the past decade (2000 to 2010).

Exhibit X.3 Population Growth

Geographic Area	Populaion			Percent Growth	
	2000 Census	2010 Census	2020 Forecast	2000-2010	2010-2020
City of Benicia	26,865	26,997	28,317	0.49%	4.9%
City of Vallejo	116,760	115,942	118,725	-0.70%	2.4%
Solano County	394,542	413,344	452,033	4.77%	9.4%

Source: Census 2010

Ride-Dependent Populations

The “ride-dependent” population is defined as individuals likely to lack the ability to transport themselves, and who would therefore be reliant upon others and/or services (i.e., public transit) for their basic mobility. Included herein are youth (ages 6 -17), seniors (ages 65 and older), persons with disabilities, and individuals earning an average household income (family of four) at or below the state poverty level (\$22,314 in 2009).

Exhibit X.4 compares the ride-dependent populations of Benicia, Vallejo, and Solano County using 2010 Census data and 2009 American Community Survey (ACS) estimates. Although the senior demographic is growing, based on the 2010 Census, it represents about 12 percent of each City’s total population while youth represents between 16 and 19 percent. On an aggregate basis, this equates to around 30 percent of the city and county populations that either do not possess a driver license and/or are most likely to not drive for another reason.

Given the 2010 Census did not include a long form survey found in the 2000 Census (Summary File 3); data for persons with a disability, low-income individuals, and households without vehicles available was collected from the 2005-2009 American Community Survey. According to the ACS, persons with a disability impacting their personal mobility in Solano County comprise nearly 17 percent of the population. Vallejo had a significantly higher share of the population reporting a disability (nearly 20 percent).

Vallejo was reported as having a much higher share, of low-income individuals (13.3 percent) and no-vehicle households (2.6 percent) than found in Benicia (6.3 percent and 1.3 percent, respectively). Overall, a larger share of Vallejo’s resident population was reported to include ride-dependent characteristics than Benicia or the County at-large.

Exhibit X.4 Ride-Dependent Populations

Geographic Area	Youth (ages 6 to 17)		Senior (ages 65 +)		Persons with a Disability*		Low-Income Individuals*		No Vehicle Households*	
	Number	Share of Population	Number	Share of Population	Number	Share of Population	Number	Share of Population	Number	Share of Population
City of Benicia	5031	18.6%	3367	12.5%	3944	15.1%	1649	6.3%	344	1.3%
City of Vallejo	19344	16.7%	13999	12.1%	22564	19.6%	15305	13.3%	3034	2.6%
Solano County	74683	18.1%	46847	11.3%	68322	16.8%	40240	9.9%	7202	1.8%

Source: Census 2010

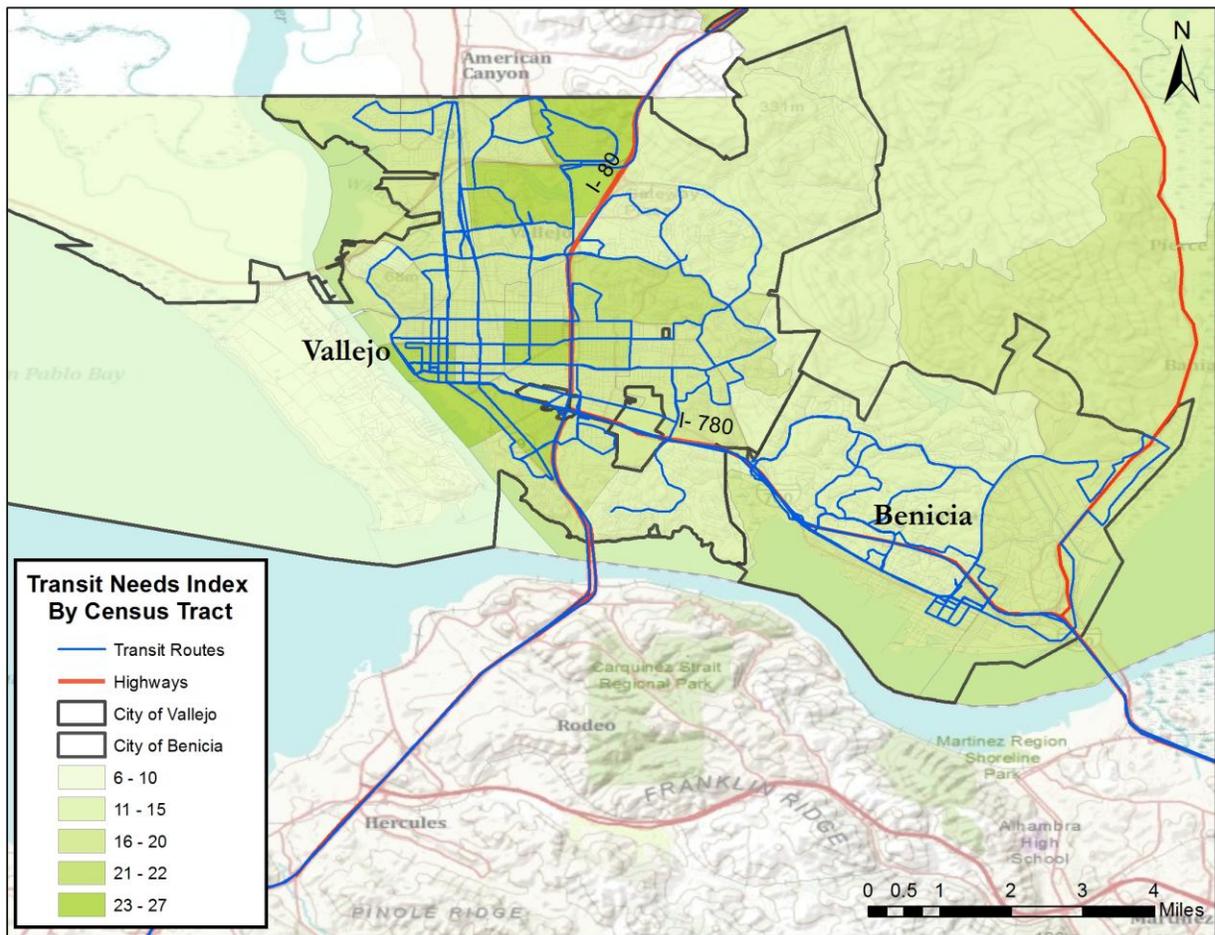
*2010 data not available. Therefore, data reflects 2009 ACS estimates.

To illustrate the relationship between transit demand and supply, Moore & Associates utilized Geographic Information Systems (GIS) to quantify aggregate demand (ride-dependent population as well as total residents) within each census tract within the cities of Vallejo and Benicia. Each of the 80 tracts fully or partially located within Solano County were ranked on a five-point scale reflective of their relative share of ride-dependent population (i.e., a tract was rated “5” if it was in the top 20 percent in terms of percentage share of youth, while the same tract could be rated a “1” if it was in the bottom fifth of the tract with respect to seniors). After analyzing all 80 tracts using these criteria, the ratings were applied to facilitate comparison. The highest possible score was 30 should a tract reflect a score of five in each of the six categories. Conversely, the lowest score was six, one in each category.

The demand information illustrated in the map was then contrasted with transit supply, quantified by assessing each bus route within the SolTrans service area. The results reveal the areas with the highest concentration of ride-dependent populations are located within the city of Vallejo in varying locations: the northeast corner and southwest edges, as well as one tract located within the central portion of the city. Many of these concentrations are located off Highway 80 and are within close proximity to several transit routes.

One area not well served by public transit routes is the eastern portion of Benicia, where Exhibit X.5 reveals there is a relatively large concentration of ride-dependent persons.

Exhibit X.5 Concentration of Ride-Dependent Populations by Census Tract



Source: ACS 2009

Social Profile

Exhibit X.6 compares the social characteristics of residents within the SolTrans service area (Benicia, Vallejo, Solano County) with that of California and the nation. When considering median age, Benicia had the highest at 43 years and Vallejo was similar to county, state, and nation at 36.8. Benicia also differs greatly from both California and the nation in terms of education attainment. Nearly 95 percent of Benicia’s population has a high school degree or higher, while 43.2 percent possesses a bachelor’s degree or higher (nearly double that of Vallejo and the County).

As discussed in the Solano County 2010 Index of Economic and Community Progress, the high school dropout rate has continued to increase across all ethnic and racial categories.² Therefore, the level of education in Benicia may be a reflection of an older population.

² As discussed in the Solano County 2010 Index of Economic and Community Progress

Exhibit X.6 Social Characteristics

	Percentage Male	Percentage Female	Median Age	Education		
				Percentage Over 25 without High School Diploma	Percentage High School Graduate or Higher	Percentage Bachelor's Degree or Higher
City of Benicia	49.4%	50.6%	43.0	5.7%	94.3%	43.2%
City of Vallejo	48.6%	51.4%	36.8	15.6%	84.4%	25.0%
Solano County	50.3%	49.7%	35.9	14.5%	85.5%	23.9%
California	50.0%	50.0%	34.6	19.5%	80.5%	29.7%
Nationally	49.3%	50.7%	36.7	15.5%	84.6%	27.5%

Source: ACS 2009

Housing Profile

The recession and concurrent downturn in the regional housing market have significantly impacted real estate values in Vallejo and much of southern Solano County. The area experienced a steady escalation in housing values between 2000 and 2006 as residents of the San Francisco Bay Area moved north and east to places like Solano County in search of affordable single-family homes. At the same time, the subprime mortgage industry made the area even more “affordable” by easing lending standards. This in turn put many buyers into homes they could not realistically afford which led to a rash of foreclosures as residents lost jobs and variable-rate mortgages their interest rates. This has resulted in the Vallejo-Fairfield area having the fourth-highest rate of residential foreclosures in the nation. These conditions have led to high unemployment and contributed to reduced wage levels. As the cost of living increases relative to income (i.e., income drops faster than the cost of housing/living), available income for transportation shrinks and often leads to changing individual transportation choices.

Exhibit X.7 presents housing cost for owner and renter-occupied units as well as median rooms per structure. Given the current economic climate, it is not surprising to discover over half of Vallejo’s population is spending at least 30 percent of their income on housing costs (i.e., mortgage or rent). Comparatively, Benicia has higher median home value and median rent than Vallejo and Solano County at-large. The higher housing prices and rents tend to correlate with lower transit patronage as a greater share residents fall within the traditional category of “choice rider.”

Exhibit X.7 Housing Characteristics

	Median Rooms per Structure	Owner Occupied		Renter-Occupied	
		Median Value	Percentage of owners spending at least 30% of income on mortgage	Median Rent	Percentage of renters spending more than 30% on income on rent
City of Benicia	N/A	\$332,477.00	N/A	\$1,450.00	46.3%
City of Vallejo	5.3	\$237,400.00	55.3%	\$1,095.00	61.4%
Solano County	5.5	\$262,600.00	49.9%	\$1,201.00	55.6%
California	5.1	\$370,900.00	51.3%	\$1,163.00	57.2%
Nationally	5.0	\$192,400.00	51.6%	\$1,116.00	54.5%

Source: ACS 2010

Economic Profile

In early 2008, Vallejo became the largest city in California history to declare municipal bankruptcy. Three years later, the City has since emerged from Chapter 9 bankruptcy yet some real estate and business development experts remain concerned the bankruptcy will serve as a significant drag on real estate sales and business development for at least five years.³

The City has been working on plans for the redevelopment of downtown Vallejo and the adjacent waterfront for many years. These plans took on a heightened level of importance when the Mare Island Naval Shipyard ended operations in 1996. In recent years, redevelopment activity in downtown and the waterfront has slowed significantly. Construction of a new bus transit center (Vallejo Station) has been completed and construction of an adjacent parking garage to replace the surface parking lot serving the Vallejo Ferry Terminal is underway. Beyond that, the present state of the economy coupled with Vallejo’s municipal bankruptcy has effectively stalled any plans for redevelopment. The Redevelopment Agency’s most recent plan does not include major investment within the next three to five years.⁴

In contrast to California at-large, Solano County’s unemployment rates are about average (12.2 percent), while Vallejo’s unemployment reached nearly 15 percent in July 2011. This data align with the findings that Vallejo had a higher share of low-income individuals and lower overall higher educational attainment. Benicia was reported as having a lower unemployment rate than the entire county, State, and Country (7.7 percent).

The Solano County 2010 Index of Economic and Community Progress presents a more positive outlook as economic indicators which reflect overall job losses show some industries, such as Professional and Environmental Services and Life Sciences, experiencing growth. In addition, although unemployment continued to grow, the rate of growth slowed significantly in November 2010 versus the prior year. County officials believe this is a positive indicator of

³ Source: <http://online.wsj.com/article/SB10001424052748703625304575115551578762006.html>

⁴ Source: Five Year Implementation Plan (2010-2014), Vallejo Redevelopment Agency, July 27, 2010.

economic health. However, as the report reveals, housing, limited educational attainment, and high unemployment will continue to be a drag on the economy.

Commute patterns throughout Solano County reflect that of more auto-oriented suburban areas; wherein only 2.6 percent of residents reported using public transit for home-to-work commute, about half that of California and the nation. However, Vallejo and Benicia both had higher use of transit than the county. This finding is surprising given the perception Benicia residents are considered single-occupant vehicle commuters. However, it appears some residents elect to use public transit either due to a mobility impairment or for commute purposes. Those who walked reflected a trend similar to that of those who use public transit when comparing Benicia and Vallejo with the rest of California and the nation. The impact of fuel prices is also a consideration as a broader spectrum of residents may turn to public transit as an alternative to avoid the price of gas.

The income variations between the two cities reflect the previous discussions of low-income individuals and unemployment rates, as Benicia has approximately a \$20,000 higher median household income than Vallejo (See Exhibit x.8). Median income in Vallejo reflects that of the county, state, and the nation. The income disparity between the two cities has a noticeable impact on the ability of SolTrans to increase ridership on public transit. Since Benicia has substantially higher median household income, it is not surprising to find lower use of public transportation. Additionally, the limited nature of the transit service in Benicia (i.e., flex-route), means it may not have a “broad appeal” to Benicia residents.

By contrast, Vallejo has a higher number of lower-income individuals and households. As a result, Vallejo residents use public transit more to commute to work versus Benicia. The challenge with Vallejo is the poor on-time performance noted in the Ride Check Chapter, which presents both actual as well as perceived barriers to transit use.

Exhibit X.8 Economic Characteristics

	Percentage Unemployed ¹	Commute ²			Income ²				
		Drive Alone	Public Transit	Walked	Median Household Income	Social Security Income	Public Assistance Income	Median Family Income	Per Capita Income
City of Benicia	7.6%	79.9%	3.8%	1.1%	\$84,665.00	\$15,554.00	\$4,186.00	\$103,365.00	\$41,889.00
City of Vallejo	14.2%	71.2%	4.7%	1.8%	\$61,343.00	\$9,976.00	\$5,019.00	\$71,275.00	\$26,455.00
Solano County	11.6%	76.1%	2.6%	1.4%	\$67,920.00	\$14,431.00	\$4,934.00	\$77,548.00	\$28,288.00
California	11.9%	73.0%	5.1%	2.8%	\$60,392.00	\$14,772.00	\$5,455.00	\$68,909.00	\$29,020.00
Nationally	9.1%	75.9%	5.0%	2.9%	\$51,425.00	\$14,966.00	\$3,539.00	\$62,363.00	\$27,041.00

Source: ¹ California Employment Development Department, July 2011

² American Community Survey 2009

Community Planning

Metropolitan Transportation Commission CBTP

The Community-Based Transportation Planning program was developed by the Metropolitan Transportation Commission to address transit needs of low-income communities throughout the Bay Area. It was initially intended to advance and support findings revealed in the Lifeline Network Report included in the 2001 Regional Transportation Plan (RTP). Through this program, participating transit agencies with the assistance of Congestion Management Agencies (CMAs) evaluate their transit routes to determine potential transportation gaps or problems affecting low-income residents in the surrounding communities.⁵ Each transit provider must follow the CBTP guidelines when developing their Plan to ensure the low-income population directly affected by the transportation plan is guiding the process.⁶

The disadvantaged communities identified within Solano County are Vallejo, Cordelia, and Dixon. As discussed in the Community-Based Transportation Plan for Vallejo, the city is considered to be a “Community of Concern”. A “Community of Concern” designation refers to areas wherein 25 percent or more of the population or households live at or below the poverty threshold, which describes a great portion of Vallejo. The 2008 Plan process solicited input through various stakeholder outreach efforts and involved participation of social service agencies, employers, community organizations, and service providers to identify stakeholders. Outreach methodologies included an online survey for low-income college students, guided interviews, focus groups, and stakeholder interviews. **Exhibit x.9** summarizes the transportation gaps identified via the CBTP process.

⁵ Metropolitan Transportation Commission. “FY 2002 Community-Based Transportation Planning Program Guidelines.” <http://mtc.ca.gov/planning/cbtp/CBTP_Guidelines.pdf>

⁶ Valeria Brock Consti Community Based Transportation Plan for Vallejo for Solano Transportation Authority. July 2008.

Exhibit X.9 2008 Perceived Transit Gaps

Transportation Gaps	Reference
Service cuts	Various Studies*
Lack of public transit service for swing and night work shifts	Various Studies*
Lack of public transit service for weekend shifts	Various Studies*
Absence of bus service to Mare Island	Various Studies*
Underserved population at new location of Solano Community College	Various Studies*
Underfunded Taxi Scrip program	Various Studies*
Regional trips to Fairfield require multiple transfers, long travel time	Various Studies*
Need for coordinated and simplified fare system	Various Studies*
Inadequate intercity transit to major employment and educational centers in Solano County	Various Studies*
Barriers to transit access at Benicia Industrial Park, Solano Industrial Park in Fairfield, Vacaville Industrial Park, and Gateway Plaza in Vallejo	2002 Lifeline Study
Increase service in I-80 corridor from Cordelia Village to Vallejo and Del Norte BART Station	MTC public unmet transit needs testimony (December 2006 - Summer 2007)
Increase service in the I-80 corridor between Vacaville, Fairfield, Vallejo, and San Francisco	MTC public unmet transit needs testimony (December 2006 - Summer 2007)
Additional Vallejo bus service, including earlier and later service	MTC public unmet transit needs testimony (December 2006 - Summer 2007)
Absence of service to California Maritime Academy	Initial Stakeholders Meeting (January 2008)
Increase bus shelters and maintenance	Initial Stakeholders Meeting (January 2008)
Produce Spanish-language transit collateral	Initial Stakeholders Meeting (January 2008)
Assistance with negotiating the transportation system for seniors, persons with disabilities, youth, and non-English speaking individuals	Initial Stakeholders Meeting (January 2008)
Need safe routes and bicycling program	Initial Stakeholders Meeting (January 2008)
Improve connections to reduce overall trip time	Initial Stakeholders Meeting (January 2008)

*Includes 2002 Lifeline Study, 2002 Countywide Welfare-to-Work Transportation Plan, 2006 Benicia Mini SRTP, and 2007 Transit Existing Conditions Report.

As an update to the list presented in Exhibit X.9, we will utilize data compiled through this SRTP effort to determine and identify current transportation issues or concerns affecting low-income population. Based on ride check data, Vallejo Transit performed poorly, posting an average 56-percent on-time performance. As a historically ride-dependent population, low-income individuals are more likely to use transit as one of their primary means of transportation. An inefficient and unreliable transit service resulting from poor on-time performance can make it very difficult to gauge arrival and departure times, thereby impacting punctuality to a job and access to employment opportunities.

Some of the issues currently being faced by Vallejo Transit can be attributed to the most recent round of major service cuts implemented in 2007. These latest cuts reflect significant reductions in productive, reliable service. Since that time, productivity has diminished significantly, making additional cuts necessary, which will likely also include cuts to productive service, thereby continuing the downward spiral.

Results from the various public involvement efforts are detailed in Chapter X – Public Input and Chapter X – Community Survey Analysis. These chapters detail the current transportation issues and concerns affecting Vallejo’s low-income population

The exhibit below lists projects generated from the CBTP process.

Exhibit X.10 Priority of Projects and Status

Project	Implementation Lead	Potential Funding Sources	Cost
Improve transit route coverage, frequencies, and span of service throughout Vallejo.	Vallejo Transit	STA, JARC	Significant. Depends upon level of service improvement. Operating costs are over \$100/hour.
Provide more weekend Vallejo Transit service.	Vallejo Transit	STA, JARC	Depends upon level of additional service. Estimated minimum over \$200,000/year.
Extend Vallejo Transit route coverage to Solano Community College-Vallejo.	Vallejo Transit, Solano Community College	STA, JARC, student fees	\$580,000/year
Extend route coverage to Mare Island, especially access to social service providers.	Vallejo Transit, Touro University Public Agency	STA, JARC, students fees, TFCA	Depends upon level of additional service. Estimated minimum, over \$500,000/year
Improve bus stops and shelters; provide better lighting, covered stops, and benches.	Vallejo Transit	STA, JARC, Prop 1B	\$12,000/shelter
Expand the taxi scrip program.	Vallejo Transit	STA, JARC, New Freedom	\$200,000/year
Establish a transit ambassadors/travel buddies program for low-income residents providing one-on-one orientation and/or accompaniment.	Vallejo Transit, Solano Transportation Authority, others	STA, JARC, New Freedom	\$100,000/year
Expand paratransit eligibility.	Vallejo Transit, others	STA, JARC, New Freedom, 5310	\$500,000 - \$2 million/year, depending on scope
Expand capacity of senior escort service. Funding could supplement the donation gap and be used to hire a full-time staff person to recruit drivers, dispatch, and manage the daily program.	Area Agency on Aging	STA, JARC, New Freedom	\$75,000/year
Increase availability of Spanish-language transit information. Transit brochures and other materials would be translated into Spanish and provided wherever Vallejo Transit information is available.	Vallejo Transit, Solano Transportation Authority	STA, JARC	Relatively modest

Vallejo Triennial Performance Audit (TPA) Review

In accordance with the Federal Transit Administration, the MTC requires each transit operator located within its metropolitan planning area conduct a Triennial Performance Audit (TPA) to ensure performance and adherence to FTA requirements and policies for grant funding recipients. The MTC segregates the 22 operators under its jurisdiction into three groups for Triennial Performance Audit evaluation periods. Based on these groupings, Benicia and Vallejo fall into different TPA periods, with Vallejo’s most recent audit report completed in 2009 and Benicia’s most recent completed in 2010.

Exhibit x.11 summarizes Vallejo’s audit recommendations and the status of each recommendation as of June 30, 2011. The exhibit below reflects recommendations carried forward from the 2009 audit report. To comply with FTA requirements transit operators must complete or fulfill the audit report recommendations within the three years following the TPA report.

Exhibit X.11 Vallejo Triennial Performance Audit Recommendations

	2010-2011 Recommendation	Status as of FY 2010/11
1	Continue to refine procedures for routine performance monitoring and assessing performance against standards.	In progress
2	Evaluate objectives, performance measures, and standards to ensure comprehensiveness, adequacy, and measurability.	In progress
3	Re-evaluate the performance standards and measures in light of current fiscal and operating environment.	Completed
4	Transition of ferry operations to Water Emergency of Transportation Authority (WETA).	In progress
5	Consolidation of service between Benicia and Vallejo.	Completed

Source: Metropolitan Transportation Commission

Every year MTC develops a list of projects for transit operators in the region to complete as part of the Productivity Improvement Program (PIP). Utilizing recommendations generated from the Triennial Performance Audits as a foundation for PIP projects, MTC designs projects to improve productivity and lower operating costs for transit services throughout the region. The allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) funds are relative to findings associated with efforts made by each transit operator to implement assigned PIP projects.

Across the last fiscal year, the City of Vallejo, Water Emergency Transportation Agency (WETA), Solano Transportation Authority, and MTC have worked closely to achieve the June 2011 “Transfer of (ferry) Service” milestone and consolidation of Vallejo and Benicia transit services. The first part of the PIP project carried forward from FY 2009-2010 PIP project list was to develop a Transition Plan (35 percent of the total project), which has since been completed. The City would subsequently conduct a “transfer of service” of the ferry operations to WETA (65 percent of the project). Recommendations 1 and 2 were completed in 2009 and 2010, respectively.

Benicia Triennial Performance Audit Review

Benicia’s most recent TPA audit was completed in 2010, covering a three-year evaluation period between 2007 (prior report 2007) and 2010 (last fiscal year). Recommendations generated from the performance review are included in the following exhibit. The second recommendation was carried forward from the prior TPA report.

Exhibit X.12 Benicia Triennial Performance Audit Recommendations

	2010-2011 Recommendation	Status as of FY 2010/11
1	Improve efforts to evaluate data gathering and reporting to ensure accurate monthly performance summaries.	In progress
2	Monitor the incidence of preventable accidents for both fixed-route and paratransit services.	In progress

Based on these recommendations, no PIP projects were assigned to the City for completion during this planning year. Note, the recommendations above reflect completion or partial completion of prior TPA recommendations (i.e., consolidation of Vallejo Transit and Benicia Breeze).

Major Employers and Employee Travel Demand

Vallejo Commuter Travel Demand

The Metropolitan Transportation Commission’s (MTC) Transportation 2035 Plan forecasts the number of commuters between Solano County and San Francisco will actually decrease over the coming years, mostly due to a regional shift in land use priorities and a rebalancing of jobs and housing. According to the report, the Solano County to San Francisco commute market had 12,963 people per work day in 2000. That number decreased slightly to 12,644 in 2006. The travel model projects that the commute market will slowly decrease in size over the next 25-plus years to just over 9,000 people per workday by 2035.⁷

The SixFlags Discovery Kingdom amusement park and the Solano County Fairgrounds are the two largest tourist attractions in Vallejo. The Fairgrounds typically does not attract visitors from San Francisco. SixFlags does attract some people from San Francisco, but typically only during the peak summer season (May through September). Recent estimates indicate approximately 50-75 people per day travel from SF Pier 41 to SixFlags via the ferry.

A recent ranking from Forbes Magazine placed Vallejo at 199 out of 200 metropolitan areas in the US on its “Best Places for Businesses” list. The only California metropolitan area that scored lower than Vallejo was Merced (#200). This doesn’t bode well for the city’s economic future and is indicative of the general poor outlook for the business climate in Vallejo. Given the poor outlook with respect to new jobs in Vallejo, we do not anticipate growth in the number of reverse commuters to the area.

Exhibit X.13 presents the top ten employers in the city of Vallejo. As shown in the list, five out of the top ten major employers provide healthcare services, employing nearly 10 percent of Vallejo’s labor force (Exhibit X.14). Based on the maps to follow, the

⁷ Source: Transportation 2035 (MTC), November 2007, page 75.

majority of these major employers are situated along or in proximity to one of Vallejo's transit lines.

Exhibit X.13 Top Ten Employers in Vallejo

	Employer	# of Employees
1	Kaiser Permanente Medical Center	3,906
2	Six Flags Discovery Kingdom	1,600
3	Vallejo Unified School District	1,600
4	Kaiser Permanente Call Center	950
5	Sutter Health Medical Center	690
6	City of Vallejo	574
7	Sutter Health	400
8	Touro University California	385
9	United States Forest Service	300
10	Petrochem	225

Source: City of Vallejo

According to the California Employment Development Department, 56 percent of the population comprised the city’s work force. As shown in Exhibit X.14 the mean travel time for home-to-work commute is 32 minutes with approximately 71 percent (part- or full-time employees) commuting to work alone via a personal vehicle. This finding supports the reported work outflow patterns in Exhibit X.15, with a large number of commuters traveling within a 30-mile radius of Vallejo.

In 2009, public transit riders comprised five percent of the employed population, a higher statistic when compared with the county. This may suggest commuters live in close proximity to a transit service; transit service effectively meets commuting needs and therefore transit is chosen more often as a primary mode of transportation in Vallejo; and/or there is a greater dependence on public transit than observed at the county level.

Exhibit X.14 Vallejo Labor Force Profile

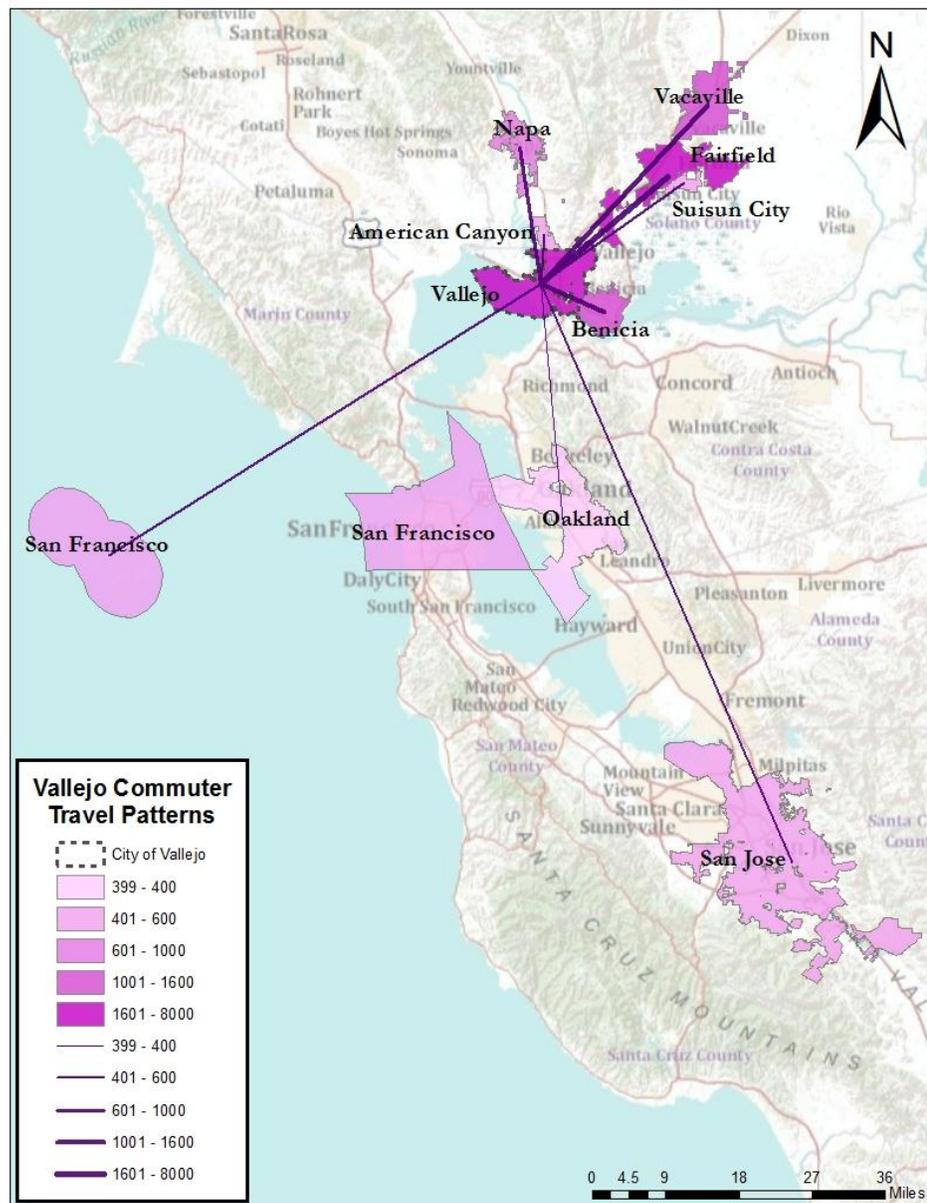
Location	Labor Force Statistics (August 2011)			Commute to Work (2009)				
	Age 16 and older	Labor Force	Unemployed	Mean Travel Time	Drive Alone	Carpool	Public Transportation	Walked
Benicia	16,700	61.6%	7.3%	29	79.9%	8.5%	3.8%	1.1%
Vallejo	65,200	56.0%	14.2%	32.1	71.2%	16.9%	4.7%	1.8%
Solano County	212,600	51.4%	11.6%	29.4	76.1%	15.0%	2.6%	1.4%
California	18,115,600	48.3%	11.9%	27.0	73.0%	12.0%	5.1%	2.8%

Source: 2009 American Community Survey; California Employment Development Department 2011.

Exhibit X.15 illustrates the outflow commute patterns of the Vallejo’s work force. The data comes from a voluntary survey of employers by the US Census Bureau. The data points presented in the map reflects the concentration of workers traveling out of Vallejo for work. Using a color scale (light to dark) representing concentration of where residents work and lines extending outward from the city of Vallejo (determined by line thickness) to reflect home-to-

work travel patterns by concentration we can establish a trend indicating travel demand versus commuter need. As illustrated in the Exhibit x.15, the majority of commuters (1000 and above) travel from Vallejo to the cities of Fairfield, Suisun City, and Vacaville for work. As many as 600 workers travel to San Jose for work; a more than 70-mile one-way commute. Fewer than 400 individuals commute to Oakland for work which is reflected by a thinner line and lighter shade of magenta. Other employment destinations including Concord, Dublin, Hayward, Livermore, Pleasanton, and Walnut Creek had fewer than 399 responses and as such were excluded from of the Census’ Longitudinal Employer-Household Dynamics dataset.

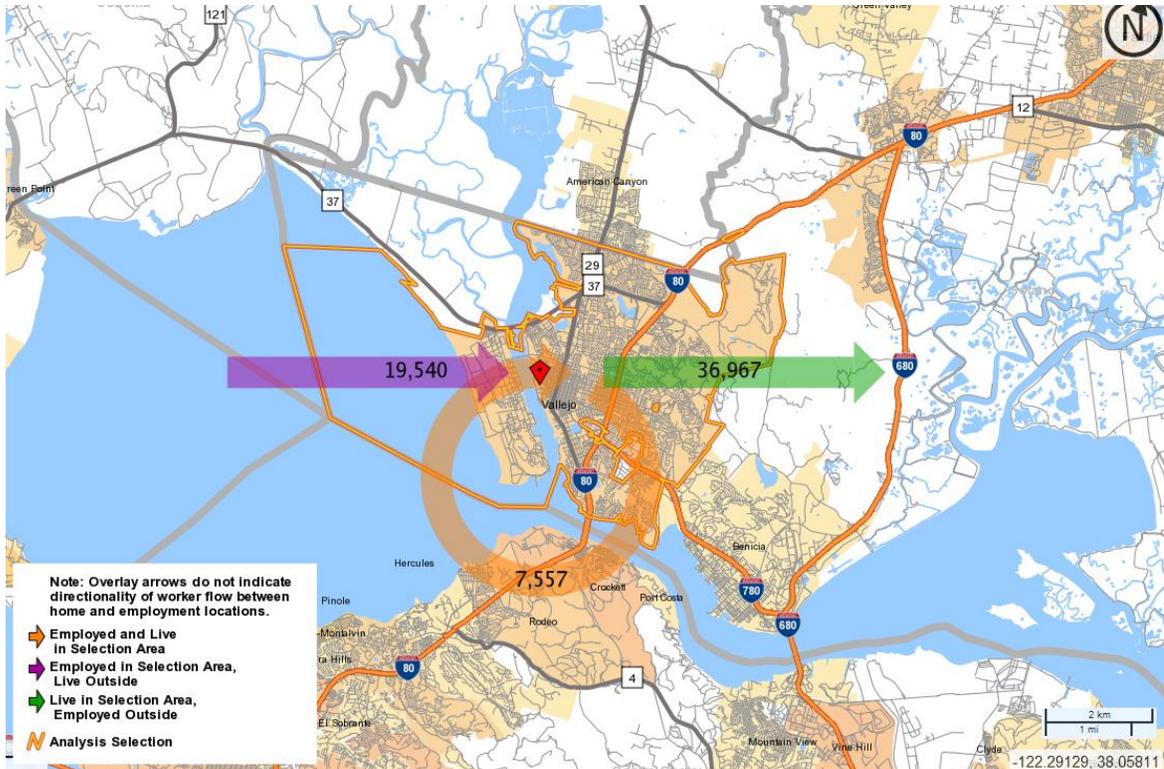
Exhibit X.15 Commute Activity from Vallejo to Other Cities



Source: 2009 Census Longitudinal Employer-Household Dynamics.

Exhibit X.16 illustrates the inflow-outflow patterns of Vallejo commuters. As shown on the map, there are more than 19,000 commuters traveling to Vallejo daily for work, nearly 37,000 commuting from Vallejo for work, and 7,500 who both live and work within Vallejo. This suggests potential need for improvements to inter-city services and enhanced connectivity with the regional transit network.

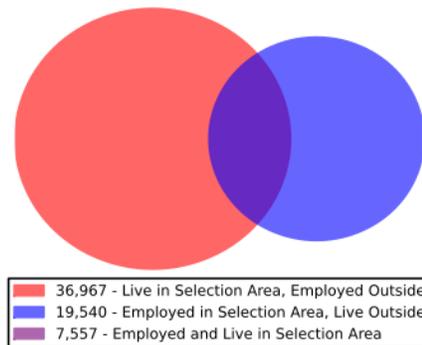
Exhibit X.16 Vallejo Inflow-Outflow Travel Patterns



Source: 2009 Census Longitudinal Employer-Household Dynamics.

The following exhibit illustrates the overlap of those residing in Vallejo and traveling outside city boundaries for work. The darker shade in the Venn diagram represents persons living and working with the city of Vallejo.

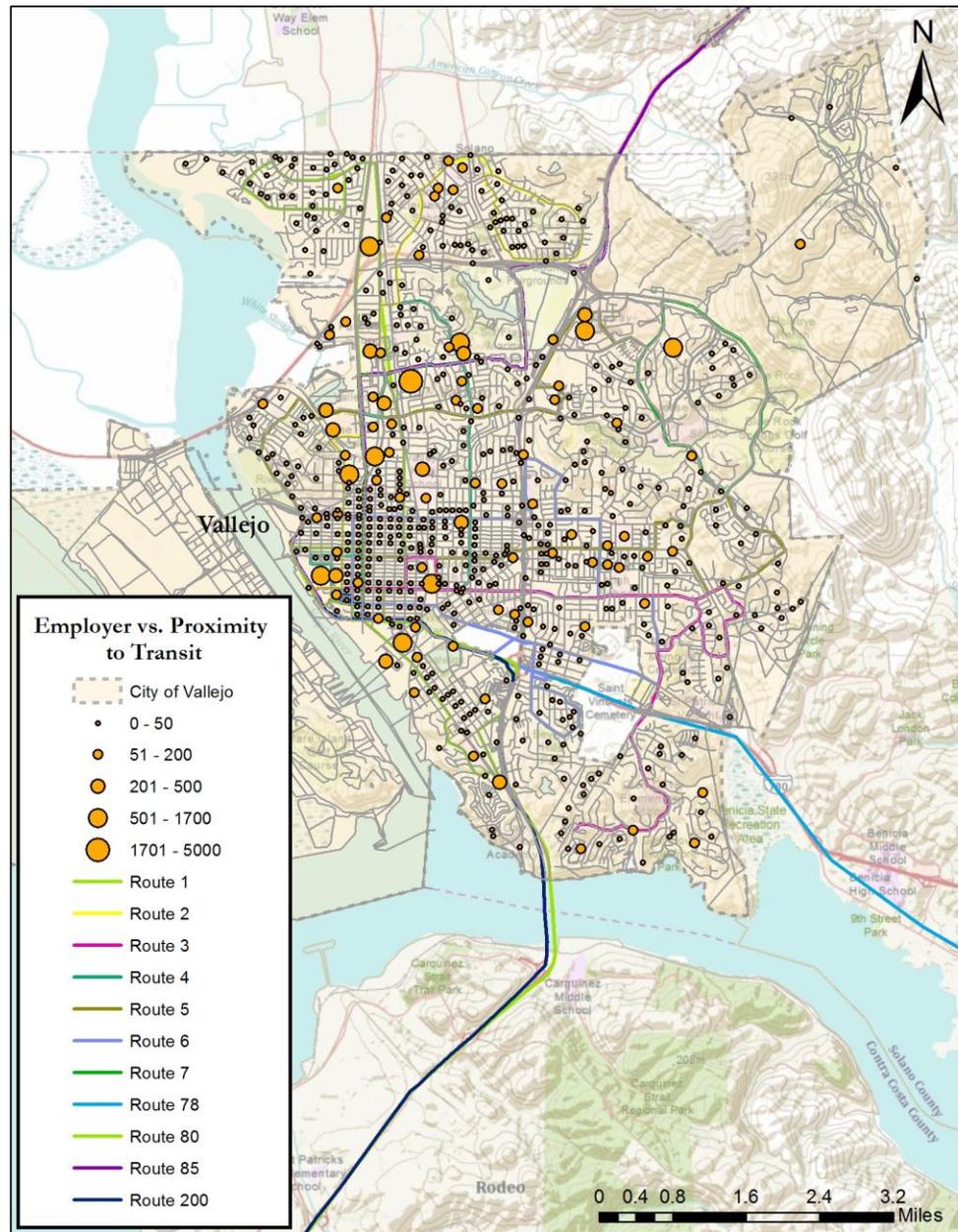
Exhibit X.17 Vallejo Inflow/Outflow Job Counts (2009)



Source: 2009 Census Longitudinal Employer-Household Dynamics.

Exhibit X.18 shows the number of employers, size of the company, and the proximity of each employer to an existing Vallejo Transit line. As illustrated on the map, most major employers are situated along one of Vallejo’ transit lines. Businesses with fewer than 50 employees are distributed throughout the city. The majority of these small businesses are accessible by transit. However, there are some which lie outside Vallejo Transit’s route network.

Exhibit X.18 Vallejo Employers vs. Transit Routes



Source: 2009 Census Longitudinal Employer-Household Dynamics.

Benicia Employer/Employee Travel Patterns and Demand

Benicia’s top ten employers are listed in Exhibit X.19, with the top five industries within Benicia: petroleum refining, environmental engineering, marine port terminal operations, manufacturing/distribution, and the biosciences. Valero is reflected in the list below, as the top employer. Benicia’s labor force is comprised of fewer than 15,000 employed individuals working within Benicia city limits (Exhibit X.20).

Exhibit X.19 Benicia Major Employers

	Employer	Employee Count	TYPE OF BUSINESS
1	Valero Refining Company	531	Petroleum Refining
2	Dunlop Manufacturing	209	Manuf./Dist. Musical Accessories
3	Bio-Rad Laboratories	197	Manufacture Hematology Products
4	Cytosport	187	Dietary Sport & Nutrition Products
5	Coca-Cola Bottling Co.	145	Soft Drink Delivery
6	APS West Coast Inc.	131	Operate Port of Benicia
7	Radiator Express Warehouse Inc.	130	Distributor of Radiators
8	Cycle Gear Inc.	121	Motorcycle Equipment Dirtributor
9	The Pepsi Bottling Group	120	Soft Drink Manufacturing
10	American Civil Constructors	109	General Engineering Contractor

Source: City of Benicia, 2008 Top 10 Employers.

Nearly 69 percent of Benicia’s working-age population (16 years and older) comprise the city’s labor force. Similar to Vallejo’s commuter statistics, the majority of the commuting labor force travel to work a mean of 29 minutes one-way. Of those who commute to work, nearly 80 percent are more likely to drive alone, while less than four percent utilize public transportation as a primary mode of transportation. Given the length of time (mean travel time) presented in Exhibit X.20, it is clear that a large number of Benicia residents commute to work locations outside of the city.

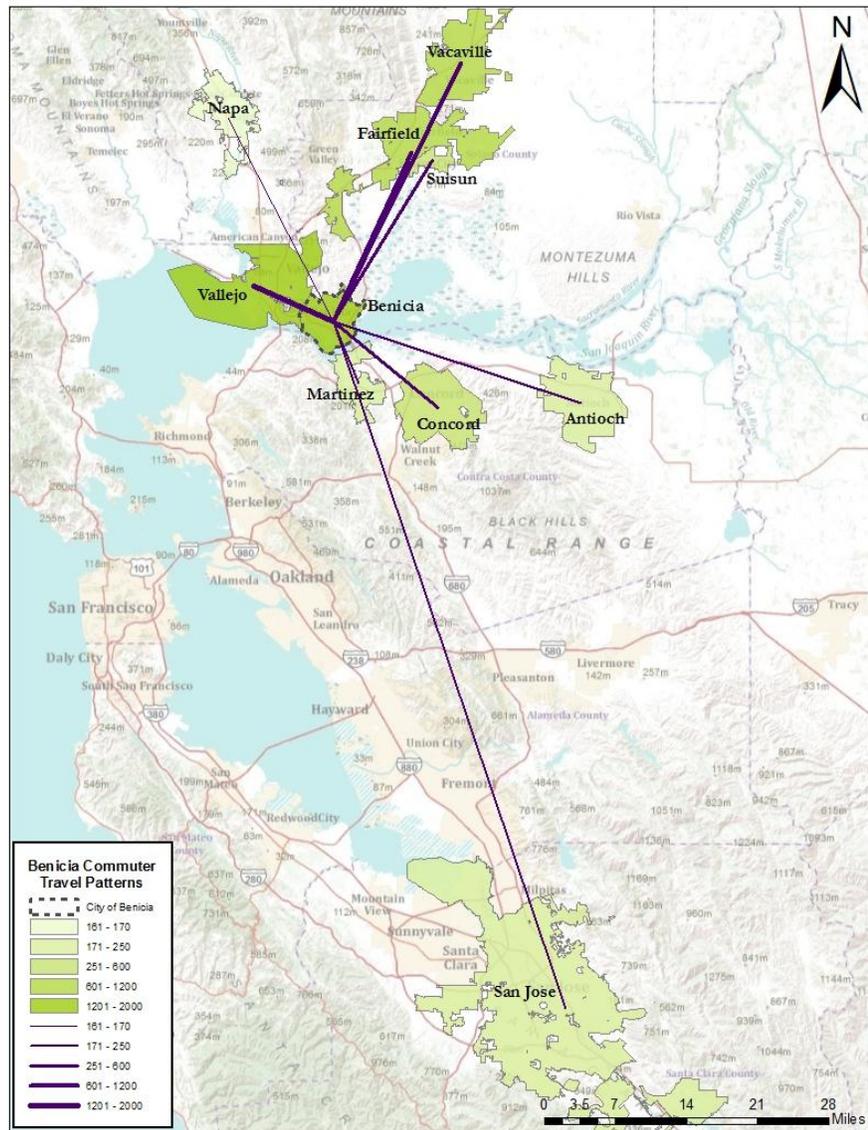
Exhibit X.20 Benicia Labor Force Profile

Location	Labor Force Statistics (August 2011)			Commute to Work (2009)					
	Age 16 and older	Labor Force	Unemployed	Commute to work (16 and older)	Mean Travel Time	Drive Alone	Carpool	Public Transportation	Walked
Benicia	16,700	61.6%	7.3%	13,267	29	79.9%	8.5%	3.8%	1.1%
Vallejo	65,200	56.0%	14.2%	50,560	32.1	71.2%	16.9%	4.7%	1.8%
Solano County	212,600	51.4%	11.6%	181,243	29.4	76.1%	15.0%	2.6%	1.4%
California	18,115,600	48.3%	5.0%	16,172,158	27	73.0%	12.0%	5.1%	2.8%

Source: 2009 American Community Survey; California Employment Development Department 2011.

Exhibit X.21 reflects the outflow (traveling from Benicia to other cities) commute patterns of Benicia’s work force. Each line extending outward from the city of Benicia represents the number of individuals commuting from Benicia to neighboring cities. As shown in the map, the cities with the greatest employment activity are Vallejo followed by Fairfield and Vacaville. A large number of Benicia residents travel to Vallejo for work, while fewer than 170 work in the city of Napa. Given the high concentration of Benicia residents traveling to Vallejo for work, coordination between Benicia Breeze and Vallejo Transit services is imperative to realizing transit ridership growth within this demographic category.

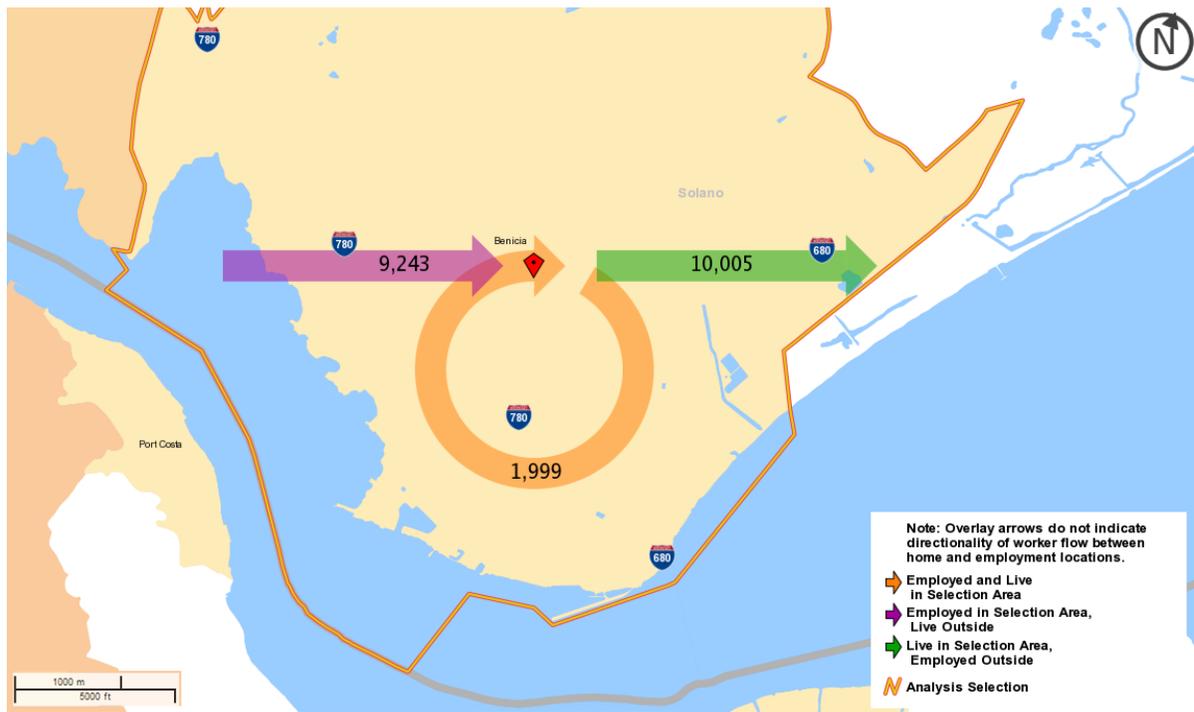
Exhibit X.21 Commuters Traveling from Benicia to Other Cities



Source: 2009 Census Longitudinal Employer-Household Dynamics

Exhibit X.22 illustrates the relationship between living and working in Benicia. Based on the map and Venn diagram below, there are almost 2,000 individuals conveniently living and working within the city, while more than 9,000 travel to Benicia for work, and another 10,000 travel to a work location outside the city. This trend correlates with Exhibit X.23, which reveals a concentration of commuters traveling outside of Benicia to cities such as Fairfield and Vallejo for work. We recommend SolTrans work with other operators as part of the regional transit network to coordinate and enhance connectivity to improve mobility for commuters and the transit-dependent.

Exhibit X.22 Benicia Inflow-Outflow Patterns



Source: 2009 Census Longitudinal Employer-Household Dynamics.

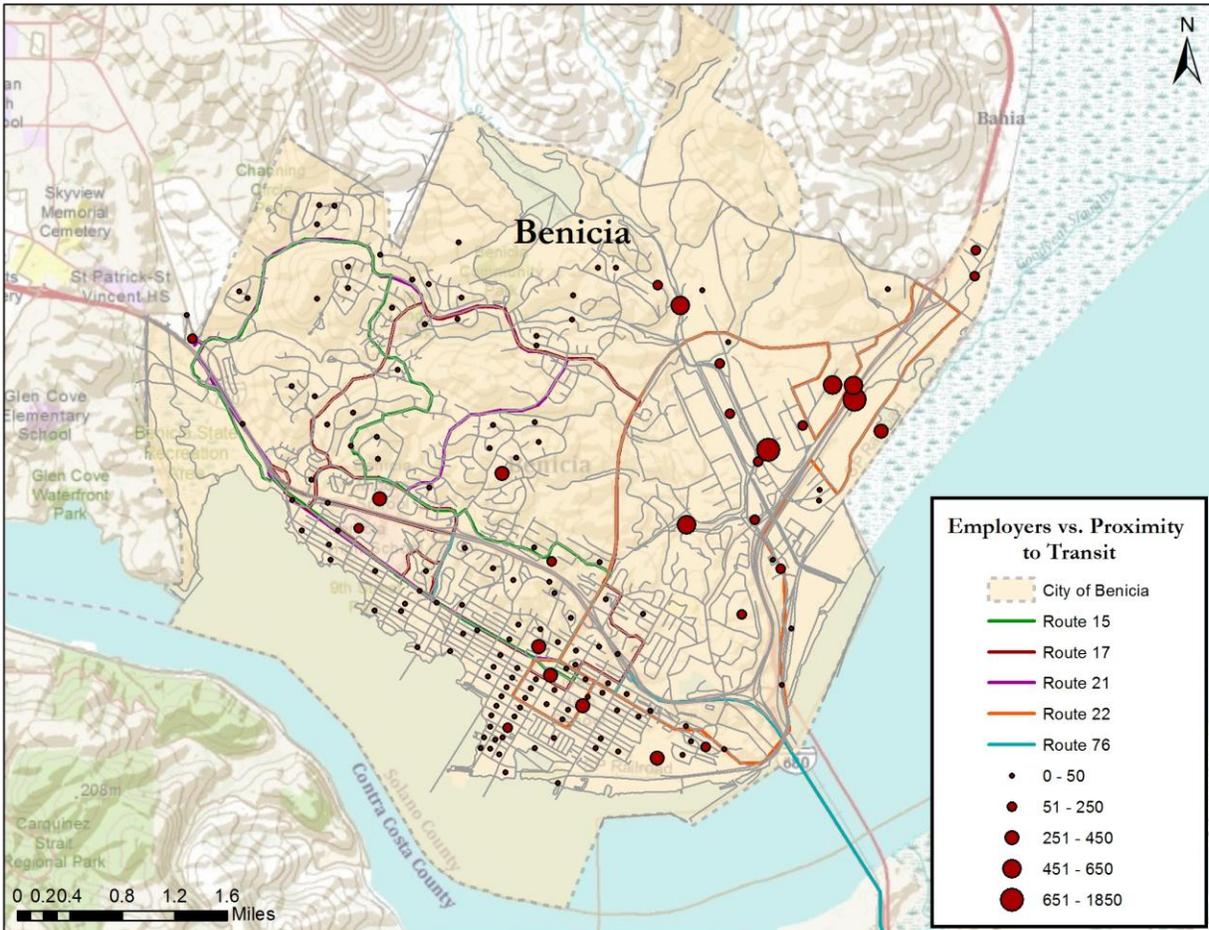
Exhibit X.23 Benicia Inflow/Outflow Job Counts (2009)



Source: 2009 Census Longitudinal Employer-Household Dynamics.

Exhibit X.24 illustrates the relationship between the location of employers and Benicia Breeze transit routes. The majority of employers are located along one of Benicia’s transit routes. However, there remains a shortage of service to areas in northern and eastern Benicia which is also home to some of the larger businesses/industries in Benicia. Assuming appropriate funding is identified we recommend SolTrans expand or adjust transit service to address these underserved areas.

Exhibit X.24 Benicia Employers vs. Transit Routes



Source: 2009 Census Longitudinal Employer-Household Dynamics

Updated SRTP Schedule Status

Task	Delivered to Staff	Progress
Service Evaluation	August 5, 2011	Complete
Mission, Goals, Objectives, and Performance Standards	August 12, 2011	Complete
Demand Analysis	August 16, 2011	Complete
Soltrans Board Workshop	August 18, 2011	--
Ride Check Analysis	August 19, 2011	Complete
Soltrans Board Meeting	September 15, 2011	--
DAR Analysis	September 21, 2011	Complete
Paratransit Analysis		Analysis underway
Operations Plan	November 4, 2011	Work on the ops plan is on-going.
Capital Improvement Plan	November 8, 2011	Work is underway.
Financial Plan	November 10, 2011	Work will begin following completion of Capital Improvement Plan.
Community Survey Analysis	October 30, 2011	Surveys complete, analysis underway
Public Meetings	October 26, 27, 28	Meetings scheduled
Soltrans Board Meeting	October 20, 2011	--
Draft Report	November, 2011	No progress
Soltrans Board Meeting	November 17, 2011	--
Final Report	December, 2011	No progress
Soltrans Board Meeting	December 15, 2011	--
Contract End	December 31, 2011	--

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Solano County Transit

DATE: October 6, 2011
TO: SolTrans Board Meeting
FROM: Mike Roberts, City of Benicia Senior Civil Engineer
RE: Review of the Transit Component of the Benicia Intermodal Facilities Project

Background:

The Benicia Intermodal Facilities Project will construct multimodal improvements that enhance and beautify the existing transit stops at First & Military and West K & Military West. The purpose of the project is to encourage the use of public transportation with the co-benefit goals of reducing greenhouse gas emissions and roadway congestion. The conceptual plans incorporate design features determined through a consensus building process involving extensive community outreach. The design is scheduled to be completed by the end of this year with construction beginning next spring.

Discussion:

The conceptual plans reflect the 65% design. To date they have been reviewed and recommended for approval by the Benicia Historic Preservation Review Commission; Parks Recreation and Cemetery Commission; and Traffic, Pedestrian and Bicycle Safety Committee. After the SolTrans Board has completed its review, the plans will be brought back to the Benicia City Council for final approval.

Fiscal Impact:

The design and construction of the Benicia Intermodal Facilities Project is fully funded with a \$3 million Regional Measure 2 grant. There is no cost to SolTrans for this project.

Recommendation:

Informational.

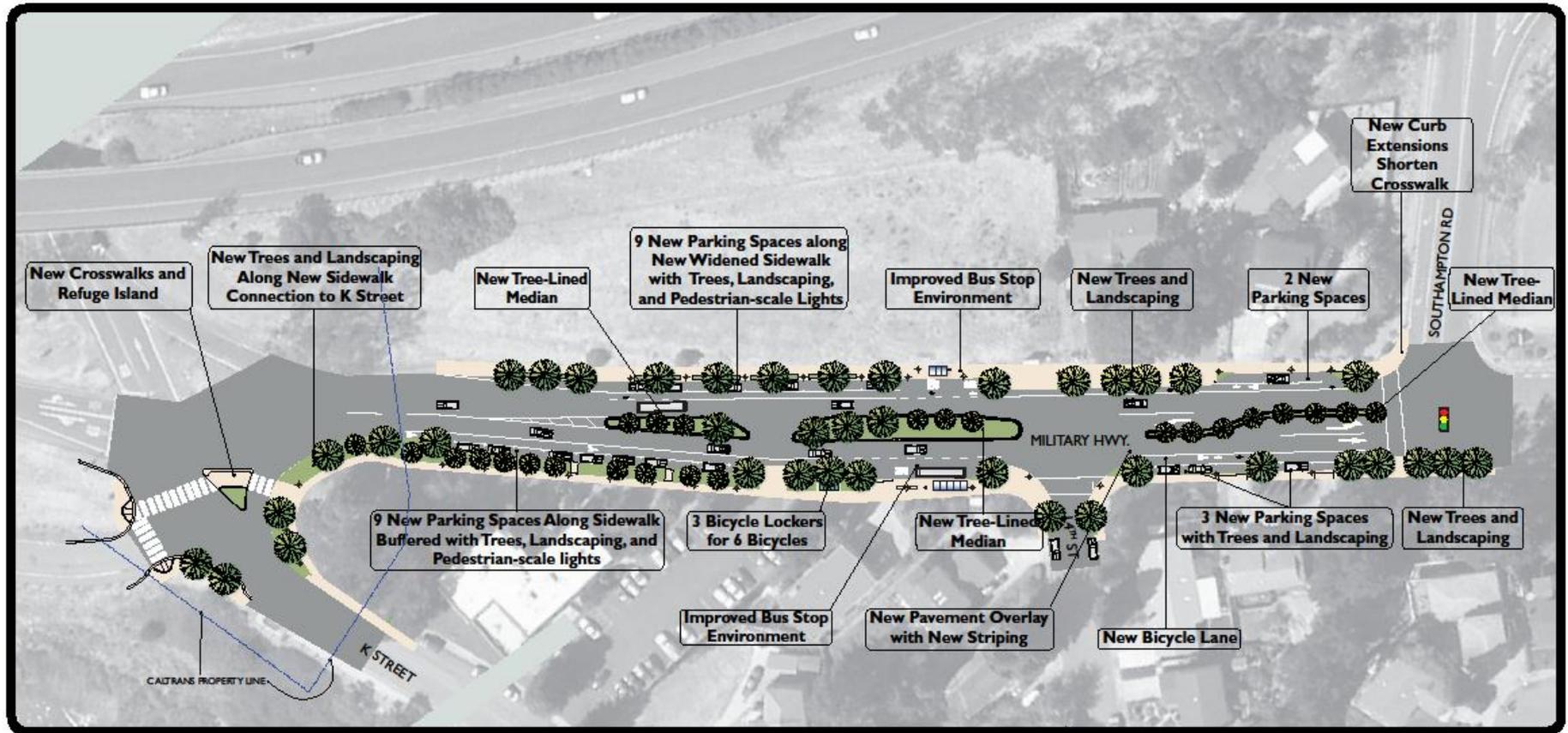
Attachments:

- A. Concept Plans
- B. Artistic Renderings for the Military Street/First Street Site

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Concept Plans

Intermodal Improvements on Military West, West of Southampton

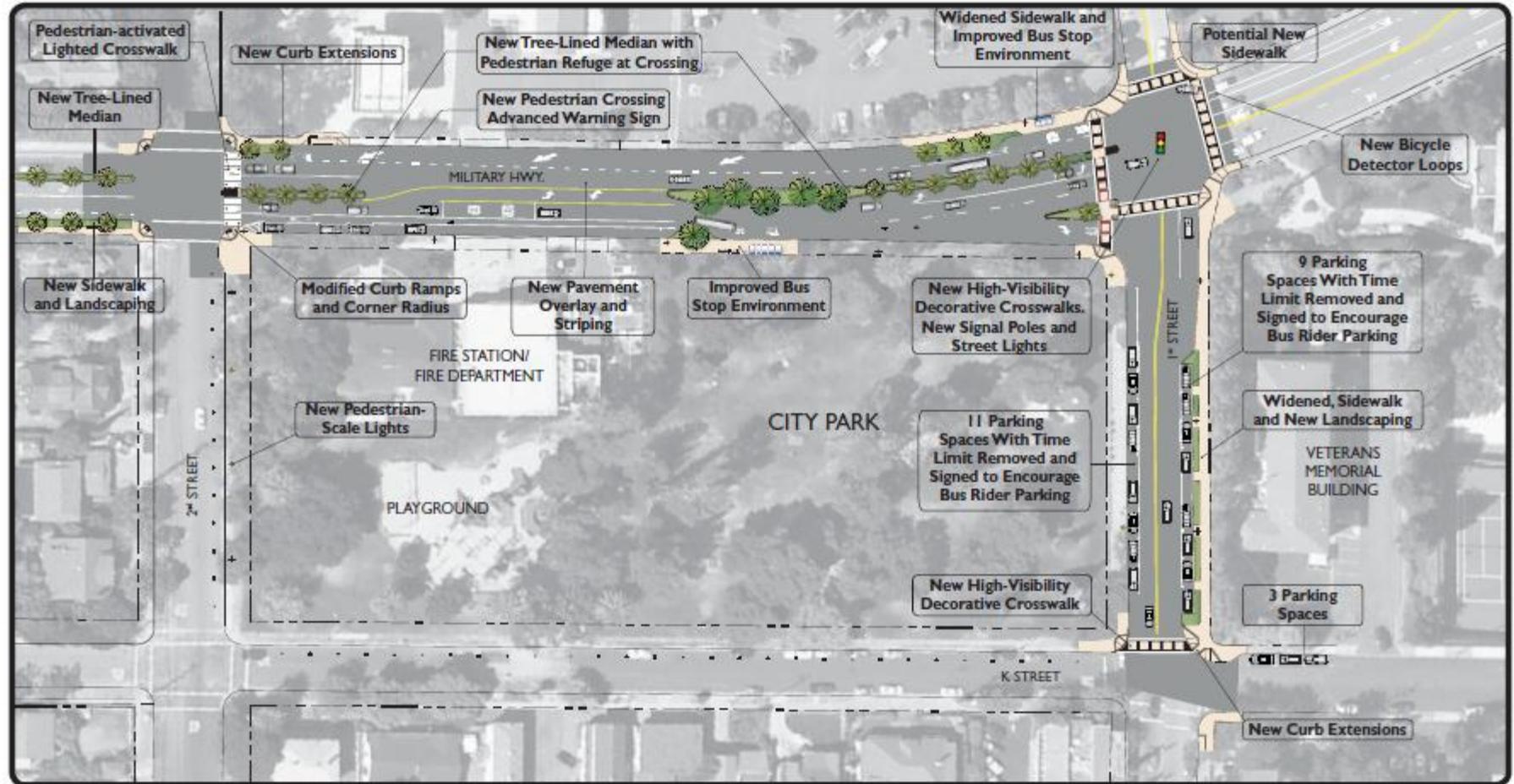


Updated Concept Plan



Concept Plans

Intermodal Improvements on Military and 1st Street



Updated Concept Plan

SCALE 0 20 40 80 FEET



Artistic Renderings for the Military Street/ First Street Site: Existing



Artistic Renderings for the Military Street/ First Street Site: Proposed





DATE: October 13, 2011
TO: SolTrans Board Meeting
FROM: Jim McElroy, Interim Executive Director
RE: Implementation of Clipper Program

Background:

You have consistently expressed the desire to implement the MTC's Clipper Program in Solano County. You have generally recognized that MTC needs to implement the program where demand and exposure is the greatest, but have made it clear that implementation for SolTrans should occur as rapidly as possible. Clipper has been carefully rolled out beginning with the larger operators.

Discussion:

At a public media level, the Clipper Program has received mixed reviews. None-the-less, my personal observation of user's experience causes me to continue to support implementation that will occur as rapidly as possible. The managers at the two other major fixed route bus operators in Solano County (City of Fairfield and City of Vacaville) share this view. We have continued to advocate directly to MTC staff for implementation as quickly as possible in Solano County. This position is particularly important for the regional routes operated by Fairfield and SolTrans, as we both have many passengers that interact with the Clipper-equipped BART system. To speak as a unified operator voice for Solano County, City of Fairfield Transit Manager Mona Babauta has taken the lead as direct contact to MTC Clipper Staff. She has forwarded implementation questions to MTC staff, but we have never wavered in supporting rapid implementation.

I would offer several observations:

1. MTC staff favors rolling out to Contra Costa agencies before rollout to Solano County. This is largely driven by the size of ridership and therefore the overall Clipper usage. Yet, Contra Costa County operators at times seem uncertain about their desire to accept the Clipper program.
2. The program is caught in an uncertain period between using current Phase 1 technology and anticipated improvements of Phase 2 technology. They still have a limited amount of Phase 1 equipment and Phase 2 equipment has not yet been produced. I sense some uncertainty in how to deal with the transition.
3. There is budgetary uncertainty about the overall Clipper Program.

4. The WETA system is scheduled to receive the Phase 1 equipment shortly. Since SolTrans interacts directly with the WETA ferry system, I view it as even more important that our passengers be able to transfer easily with the Clipper system being a key element.
5. Your Solano County operators stand ready to accept the Clipper Program whenever MTC staff is ready to move.

Under Manager Babauta's leadership (and our individual efforts), we are continuing to communicate directly with MTC staff. Also, we are working closely with Solano Transportation Authority Executive Director Daryl Halls, and MTC Commissioner (and SolTrans Board Member) Jim Spering. All of us are searching for opportunities to advance the implementation of Clipper in Solano County.

Staff will continue to work with Solano operators, elected leadership, regional agency leadership, MTC staff, and others to stay high in the implementation queue.

Recommendation:

Informational.