



SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia • Dixon • Fairfield • Rio Vista • Suisun City • Vacaville • Vallejo • Solano County

One Harbor Center, Suite 130, Suisun City, CA 94585-2473 • Phone (707) 424-6075 / Fax (707) 424-6074

Email: staplan@sta-snci.com • Website: sta.ca.gov

April 2, 2015

RE: Request for Proposal (RFP 2015-02) for Solano County Coordinated Short Range Transit Plan (SRTP), and I-80/I-680/I-780/State Route 12 Transit Corridor Study in Solano County Phase 2

Dear Consultant:

The Solano Transportation Authority (STA) invites your firm to submit a proposal to provide professional services for the preparation of the Coordinated SRTP and the Transit Corridor Study Phase 2.

To obtain a copy of the full Request for Proposal (RFP) and all referenced documents, please access them on the STA website: <http://tiny.cc/jobsrfps> or call the STA at (707) 424-6075.

The Request for Proposal (RFP) describes the project, presents the requirements of the work and outlines the criteria that will be used to evaluate the proposals.

Qualified organizations are invited to submit eight (8) hard copies and one (1) digital copy (CD or flash drive) of your Proposal to the STA office no later than 3:00 PM, on Friday, May 1, 2015 addressed to:

Jim McElroy
STA Project Manager
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

Note that this deadline is firm and late submittals will not be accepted. Proposals will be reviewed and the firms/teams whose proposals most closely meet the STA's needs will be invited to an interview on or about Tuesday, May 12, 2015.

The STA has adopted a Disadvantaged Business Enterprise ("DBE") goal for this project, which is 11%. Please note that the referenced DBE forms (Exhibit 10-O1 and Exhibit 10-O2) must be filled out and included in an appendix of your firm's proposal. Firms whose proposals fail to meet the established DBE goal must demonstrate in writing what efforts they have made to locate DBE firms. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate. Guidelines for determining good faith efforts are available from the STA.

Referenced Forms

Exhibit 10-I Notice to proposers Disadvantage Business Enterprise Information
Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation
Exhibit 10-O1 Local Agency Proposer DBE Commitment
Exhibit 10-O2 Local Agency Proposer DBE Information
Exhibit 15-H DBE Information – Good Faith Efforts

In addition, the STA encourages, but does not require for this solicitation, the use of local firms. To assist in the use of local firms, the STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <http://tiny.cc/localpref>.

If you have questions regarding this project, please contact Jim McElroy, STA Project Manager at (707) 424-6075. Thank you for your interest.

Sincerely,



Daryl K. Halls
Executive Director



REQUEST FOR PROPOSALS (RFP #2015-02)

for the

1) Solano County Coordinated Short Range Transit Plan (SRTP)

and the

2) I-80/I-680/I-780/State Route 12 Transit Corridor Study in
Solano County Phase 2

Release Date: April 2, 2015

RESPONSES DUE:

3:00 PM, May 1, 2015

Eight (8) complete hard copies and one digital copy (CD or flash drive) of each response must be received before 3:00 p.m. PST on May 1, 2015

Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

DISCLOSURE:

The master copy of each response to this RFQ shall be retained for official files and will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law (Government Code section 6250 et seq.). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm agrees to indemnify and defend the STA for honoring such a designation. The failure to so label any information that is released by the STA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the STA, the STA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PROTEST AND APPEALS:

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the Solicitations or Notice of Intent to Award a contract may protest to the Executive Director. The protest shall be submitted in writing to the Executive Director within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Executive Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the STA Board of Directors within seven (7) working days after receipt of the decision by the Executive Director.

Table of Contents

INTRODUCTION	1
TWO PLANS – ONE CONSULTANT TEAM	1
RELEVANT STUDIES COMPLETED	2
BACKGROUND for Coordinated Short Range Transit Plan.....	2
FINAL PRODUCT for Coordinated SRTP	3
SCOPE OF SERVICE TASKS for Coordinated SRTP.....	4
BACKGROUND for I-80/I-680/I-780/SR12 Transit Corridor Study Phase 2.....	21
FINAL PRODUCT for Transit Corridor Study Phase 2.....	21
SCOPE OF SERVICE TASKS for Transit Corridor Study Phase 2.....	21
RFP SUBMITTAL REQUIREMENTS	27
SELECTION OF CONSULTANT & CRITERIA	28
SELECTION SCHEDULE.....	30
ATTACHMENT A Sample Contract with Federal and State Clauses	31

INTRODUCTION

The Solano Transportation Authority's (STA) Mission is to improve the quality of life in Solano County by delivering transportation projects to ensure mobility, travel safety and economic vitality.

The STA was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo and the County of Solano to serve as the Congestion Management Agency for Solano. As the Congestion Management Agency (CMA) for the Solano area, the STA partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4.

The STA is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. More specifically, STA is responsible for countywide planning and coordination of local transit service with express service.

The STA uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors, transit operators, and interested citizens.

TWO PLANS – ONE CONSULTANT TEAM

STA plans to contract with one consultant team for the development of the Solano Coordinated Short Range Transit Plan (SRTP) including the MTC requested areas of coordination, and the I-80/I-680/I-780/State Route 12 Transit Corridor Study Phase 2. The consultant will analyze and prepare Short Range Transit Plans for four transit operators in Solano County including both intercity transit providers.

The transit operators to be included in this Plan are Solano County Transit (SolTrans), Fairfield and Suisun Transit (FAST), Dixon Redit-Ride and Rio Vista Delta Breeze. The Plan will include a dedicated subsection for each transit operator covering their requirements of the SRTP. The SRTP shall describe coordination with the City of Vacaville.

The Transit Corridor Study Phase 2 will include planning service implementation resulting from completion of the I-80/I-680/I-780/State Route (SR) 12 Transit Corridor Study, now also referred to as Transit Corridor Study Phase 1.

The STA will award the proposer whose proposal presents the best value and is most advantageous to STA and the public. Accordingly, the STA may not necessarily award the proposer with the highest technical ranking or the proposer with the lowest price proposal if doing so would not be in the overall best interest of the STA. STA reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints.

RELEVANT STUDIES COMPLETED

- Dixon Redit-Ride SRTP for FY 2012/13 – FY 2022/23
- Fairfield and Suisun Transit SRTP for FY 2012/13 – FY 2022/23
- Rio Vista Delta Breeze SRTP for FY 2012/13 – FY 2022/23
- SolTrans SRTP FY 2012/13 – FY 2022/23
- Vacaville City Coach SRTP for FY 2012/13 – FY 2022/23
- Solano County Coordinated SRTP FY 2012/13 – FY 2022/23
- I-80/I-680/I-780 Transit Corridor Study – July 2004
- State Route 12 Transit Corridor Study – 2006
- Transit Consolidation Study – 2007
- Solano County Mobility Management Plan - March 2014
- Solano County Transit Operator Financial Sustainability Study – April 2013
- Solano Intercity Routes Ridership Study - June 2014
- I-80/I-680/I-780/State Route 12 Draft Transit Corridor Study – June 2014

BACKGROUND for Coordinated Short Range Transit Plan

Basis of the SRTP Requirement

Federal statutes require that the Metropolitan Transportation Commission (MTC), in partnership with the state and with local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP. In order to effectively execute these planning and fund programming responsibilities, MTC, in cooperation with Region IX of the Federal Transit Administration (FTA), requires each transit operator receiving federal funding through the TIP (federal grantees within the MTC region) to prepare, adopt, and submit an SRTP to MTC.

SRTP Purpose

- A. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and MTC with information necessary to meet regional fund programming and planning requirements.
- B. To clearly and concisely describe and justify the transit operator's capital and operating budgets.
- C. To submit requests for federal, state, and regional funds for capital and operating purposes through MTC's Transit Capital Priorities, and in the MTC TIP.
- D. To assess an operator's financial capacity to carry out proposed levels of operations and the associated capital improvement plan.
- E. To regularly provide MTC with information on projects and programs of regional significance, which include: funding and scheduling of expansion projects included in

MTC Resolution No. 3434, provision of paratransit service to persons with disabilities, older adults and others; compliance with federal Title VI reporting requirements; Environmental Justice outreach and public participation, and related service planning; results of the most recent FTA Triennial Review and related corrective actions.

- F. The goals, objectives, and standards specified in an operator’s SRTP serve as a basis for the assessment of the operator’s performance conducted as part of the MTC Triennial Performance Audit of the operator.

The SRTP and the Operator’s Goals, Objectives and Standards

Goals should reflect the major areas of concern for public transit operators, for example:

- Scheduling and route planning
- Service reliability
- System effectiveness
- System efficiency
- Safety and security
- Funding and reserve policies
- Customer service
- Statutory and regulatory compliance

Objectives should be comprehensive (there can be several objectives under each goal). Service standards should be specific, measurable and quantified where feasible. Goals, objectives and standards should reflect the basis under which new service would be deployed and existing service increased or reduced.

Planning Horizon

The planning horizon is a minimum of ten years. However, a longer planning horizon may be required if necessary to reflect significant capital replacement and/or rehabilitation that would not fall within the ten year period (e.g., railcars, ferryboats, bus subfleet). A longer planning horizon may also be required if necessary to capture the capital or operating budget implications of significant changes in service (e.g., rail extension coming on line).

References to MTC Resolutions

These guidelines make reference in certain sections to the following MTC Resolutions:

MTC Resolution No. 3434, “Regional Transit Expansion Policy.”

MTC Resolution No. 3176, “Procedures for Evaluating Transit Efficiency Improvements.”

MTC Resolution No. 4140: “Transit Capital Priorities Program for FY 2014-15 & FY 2015-16.”

MTC Resolution No. 4072, Transit Capital Priorities Process and Criteria for FY 2012-13 & FY 2013-14.

MTC Resolution No. 3866: “MTC Transit Connectivity Plan.”

MTC Resolution No. 4060: “MTC Transit Sustainability Project.”

FINAL PRODUCT for Coordinated SRTP

Consultant shall provide an electronic version of a full final Coordinated SRTP from years 2015-16 through 2025-26. The SRTP shall conform to the most recent MTC Short Range Transit Plan Guidelines. Consultant shall deliver products specified in this RFP to STA as approved by the necessary governing bodies formatted for printing and binding. Electronic copies may be provided in PDF format, but all spreadsheets must also be provided in MS Excel. The Report shall be provided in an electronic format that can be edited by STA staff (Adobe Creative Suite,

MS Word, Excel) with all data sources and supporting materials. All electronic files are to be delivered to STA upon completion of the project.

The SRTP shall include the following agencies that operate transit services in Solano County:

- Solano County Transit (SolTrans)
- Fairfield and Suisun Transit (FAST)
- Dixon Redit-Ride
- Rio Vista Delta Breeze
- Coordination with Vacaville City Coach per MTC Agreement

SCOPE OF SERVICE TASKS for Coordinated SRTP

The STA, in coordination with the transit operators in Solano County intend to retain a qualified and committed professional transit planning firm to work closely with STA and Transit Operators to prepare the Coordinated SRTP. Task 1-8 and Task 10-11 and deliverables are required based on MTC's Short Range Transit Plan Guidelines. Task 9 are items requested by the STA or the Transit Operators.

1. Confirm Project Goals and Finalize Scope of Services and Work Plan
2. Title Page
3. Overview of Transit System
4. Goals, Objectives and Standards
5. Service and System Evaluation
6. Operations Plan and Budget
7. Capital Improvement Program
8. Other Requirements
9. Agency Specific Supplemental Work
10. Draft Coordinated SRTP
11. Final Coordinated SRTP

SCOPE OF THE FULL SRTP

The Full SRTP must contain at least the information described in this section. Where applicable, subsections that are required to be included in the Mini-SRTPs are labeled as such.

The following details each task with task deliverable information:

Task 1. Confirm Project Goals and Finalize Scope of Services and Work Plan

- A. Kick off meeting with STA and selected consultant to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 1 Deliverable
1) Finalized budget and detailed project schedule.

Task 2. Title Page

- A. The title page must include the words “Short Range Transit Plan,” the fiscal years covered by the plan, the official name of the transit operator, the date approved by the governing board, and the following statements:

Federal transportation statutes require that the Metropolitan Transportation Commission (MTC), in partnership with state and local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP. In order to effectively execute these planning and programming responsibilities, MTC requires that each transit operator in its region which receives federal funding through the TIP, prepare, adopt and submit to MTC a Short Range Transit Plan (SRTP).

The preparation of this report has been funded in part by a grant from the U.S.

Department of Transportation (DOT) through section 5303 of the Federal Transit Act.

The contents of this SRTP reflect the views of the STA, and not necessarily those of the Federal Transit Administration (FTA) or MTC. STA is solely responsible for the accuracy of the information presented in this SRTP.

Task 2 Deliverable
1) MTC formatted titled page

Task 3. Overview of Transit Systems

- A. Brief History (e.g., year of formation, facilities and fleet development, changes in service focus areas, key milestones and events).
- B. Governance.
1. Type of unit of government (e.g., city, joint powers authority, transit district).
 2. Composition and nature of representation of governing body:
 - a. Number of members;
 - b. Elected or appointed (if appointed, how, and what agencies and/or groups do members represent (e.g., cities, county, general public);
 - c. Current members and terms.
- C. Organizational Structure (use graphic format).
1. Management and staff positions;
 2. Reporting relationships;

3. Contracted transportation services (name of contractor(s), length of current contract(s));
 4. Labor unions representing agency employees and length of current contract(s).
- D. Transit Services Provided and Areas Served — Describe fixed-route, demand responsive, and connecting services and areas served, and the number of vehicles required for each type of service.
1. Fixed-Route (includes bus and rail):
 - a. Local;
 - b. Express;
 - c. Other commuter service (e.g., subscription service);
 - d. Services provided in partnership with others (funding contributions or policy oversight);
 - e. Accommodation of bicycles.
 2. Demand responsive (includes operator-provided services and services provided under partnership agreements):
 - a. General public;
 - b. Americans with Disabilities Act (ADA);
 - c. Persons with disabilities (non-ADA);
 - d. Older adults.
 3. Connecting services provided by others.
- E. Fare Structure — Describe fare structure for fixed-route and demand responsive services, and for interoperator transfers.
1. Fixed-Route Fares:
 - a. Single fare (adults, seniors, student/youth);
 - b. Discounted and/or multi-ride fares (adults, seniors, student/youth);
 - c. Recent changes in fares;
 2. Demand Responsive Fares:
 - a. Single fare;
 - b. Discounted and/or multi-ride fares;
 - c. Recent changes in fares (include the year(s) in which the change(s) took place);
 3. Interoperator Transfer Arrangements and Fares
 - a. ClipperSM (if currently deployed);
 - b. Other proof of transfer;
- F. Revenue Fleet — Provide a general description of the revenue vehicle/vessel fleet. Identify MTC Regional Express Buses separately. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Section 6 of these guidelines.) Include the following information:

1. Types of vehicles/vessels operated (e.g., standard bus (any length), trolley bus, articulated bus, over-the-road coach, cutaway van, standard van, minivan, cable car, passenger ferryboat, heavy rail, light rail);
 2. Number of each type of vehicle/vessel;
 3. Recognizing that each type of vehicle might be used in multiple types of service, type(s) of service in which each type of vehicle is used (e.g., local, express, commuter, demand responsive).
- G. Existing Facilities — Describe individual or grouped facilities, according to the categories listed below.
1. Administrative (locations, age, functions located within);
 2. Maintenance and Fueling (type, locations, age);
 3. Vehicle/Vessel Storage/Staging (locations, age, capacity);
 4. Park-and-Ride (locations, age, capacity);
 5. Stations and Stops (type, locations, age, basic amenities);
 6. Right-of-Way, Track or Guideway;
 7. Bicycle Facilities.

Task 3 Deliverable
1) Working Paper: Overview of Transit Systems

Task 4. Goals, Objectives and Standards

- A. Describe the process for establishing, reviewing, and updating goals, objectives, and standards. Goals and objectives should be comprehensive and address all major areas of operator activities, including principles and guidelines under which new service would be implemented. Performance standards should address both the efficiency and effectiveness of the services provided by the operator.
- B. Portray and discuss new or revised goals and related objectives and standards; and identify changes from prior SRTP.
- C. Portray and discuss the Transit Sustainability Project performance measures, targets, and the monitoring process established in MTC Resolution 4060. Building on the TSP Strategic Plans submitted in 2013, discuss strategies to achieve TSP targets.
- D. For SRTPs that begin with FY 2015-16, portray and discuss plans to implement service, paratransit or institutional recommendations, or any similar coordination efforts, as discussed in the Transit Sustainability Project MTC Resolution 4060 and discuss the monitoring process established to assess the performance of these programs.

Task 4 Deliverable
1) Working Paper: Goals, Objectives and Standards

Task 5. Service and System Evaluation

- A. Evaluate route-level and systemwide performance against current service standards (if illustrative, portray local, express or commuter service, or other intercity service separately). Describe the evaluation process. Evaluate the most recent year for which complete data is available. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures could include passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends. Identify and evaluate MTC Regional Express Bus service separately. Where the evaluation identifies deviations from service standards, describe proposed remedies, including service expansion and/or contraction. Use narrative, tables and other graphic formats as warranted.
- B. Provide a three-year retrospective of revenue service hours, revenue service miles, and patronage. Evaluate and discuss significant changes.
- C. Describe and discuss equipment and facility deficiencies, and describe proposed remedies.
- D. Describe any involvement in MTC's "Community-Based Transportation Planning Program" ("CBTP"). Describe any specific fixed-route solutions to transit gaps recommended through the CBTP process and the status of their implementation. Describe any services funded specifically to address low-income transportation needs and the source(s) of funding (e.g., the Lifeline Transportation Program).
- E. Identify paratransit services provided in compliance with the paratransit provisions of the Americans with Disabilities Act (ADA). Reference planned new activities, major service changes, or procurement of capital equipment to support ADA or other paratransit, dial-a-ride or demand responsive services. Identify other paratransit services with which services are coordinated, and any proposed revisions or improvements to fixed-route services intended to enhance their usage by seniors and/or persons with disabilities.
- F. Provide the date of the agency's most recent federal Title VI analysis and report, and discuss any service deficiencies identified in the report. Generally describe the process used for complying with FTA Circular C4702.1B (updated October 1, 2012). Please reference the most recent triennial Title VI report, plus any subsequent Title VI reports.
- G. Provide the date of the agency's most recent FTA Triennial Review, and describe related remedial actions undertaken or currently underway in response to the review.

Task 5 Deliverable
1) Working Paper: Service and System Evaluation

Task 6. Operations Plan and Budget

A. Operations Plan

The operations plan sets forth the intentions to provide fixed-route and paratransit services over the SRTP period. Document the ongoing evaluation of services and systems

with respect to adopted goals, objectives and standards, and legal and regulatory requirements, subject to financial constraints.

1. Describe the modes and types of transit services to be operated over the plan period. Separately identify service provided in partnership with others:
 - a. For the continuation of existing service, refer to or summarize the descriptions provided under Section 2, Subsection “D”, Transit Services Provided and Areas Served;
 - b. For the deployment of new service, identify the mode, and describe the service characteristics using the format used in Section 2, Subsection “D,” above. Separately identify new service(s) contained in MTC Resolution No. 3434.
2. Separately describe planned new activities or service changes relative to paratransit services provided in accordance with the Americans with Disabilities Act (ADA service).
3. Separately describe any proposed revisions or improvements to fixed-route services intended to enhance their usage by persons with disabilities and older adults.
4. Where reductions in service levels are required in order to achieve a balanced operating budget, describe the reductions and assess their impact on the affected service areas and communities.
5. Portray the levels of service planned — Use a table (or other graphic format) to portray planned levels of service hours and service miles. Separately identify the following:
 - a. Fixed-route modes by type (e.g. local, express/commuter);
 - b. Demand responsive modes by type (e.g., ADA, non-ADA older adult);
 - c. Expansion service included in MTC Resolution No. 3434 and other major planned service expansions.

The table (or other graphic format) shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction). There shall be a rational relationship between the information portrayed and the “Service and System Evaluation” section of the SRTP.

6. Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI report and/or FTA Triennial Review.

B. Operations Budget

Demonstrate that planned level of transit service over the planning period, including rehabilitation and replacement of capital assets, is sustainable. Take into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, regional priorities and policies. The budget should reflect a “baseline” level of service, taking into consideration the existing level of service at the time of publication of the SRTP. Committed service changes must also be defined, with their expenses and revenue separately identified in the operating

and capital financial plan tables. Provide sufficient detail to allow a reviewer of the SRTP to evaluate costs of implementing the operating and capital plans, and compare the total with anticipated revenues available during the study period.

The narrative must specifically explain, and the spreadsheet clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

The narrative must specifically explain, and the spreadsheet clearly isolate by year (e.g., through individual line items) the following:

- Change in fare revenue due to a fare increase or decrease.
- Change in fare revenue due to a change in the level of service.
- Change in expenses due to a change in the level of service.
- Change in expenses due to a labor or service contract change.

All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated. All sources of revenue shown in the operations and in the capital financial plan should be identified individually. All assumptions that relate to expenditure and revenue estimates must also be documented, including specification of ridership or sales growth (if appropriate) separately from inflation forecasts.

1. The operations budget must be sustainable and generally balanced each year over the period of the SRTP, using currently available or reasonably projected revenues.
2. Where increases in local revenues (e.g., fares, sales taxes, general fund revenues) are required in order to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases, and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
3. Fixed-route and demand responsive services may be portrayed separately or in a single budget; however, the expenses and revenue for each must be separately identifiable if portrayed in a single budget.
4. Describe planned fare increases and/or decreases, and/or changes in fare policies, including the year(s) these changes are planned to take effect. Describe planned changes in interoperator transfer arrangements and/or fares (this pertains to interoperator fares themselves, not to the means of fare collection; i.e., ClipperSM) Note: as set forth in MTC Resolution No. 3176, fare and local discretionary revenue contributions are expected to keep pace with inflation, and fare structure shall comply with regional policy on fare coordination (Resolution No. 3866).
5. Separately identify funding sources and amounts to support operating budgets for ADA service, and any other paratransit or demand responsive services available to older adults and/or persons with disabilities.

6. Separately identify and describe funding contributions (expended or received) for services provided in partnership with others.
7. The multi-year operating budget shall utilize MTC projections of regional operating revenues. Local funding sources (e.g., transportation sales tax) that will expire during the period covered by the plan shall not be assumed to continue beyond their expiration dates, unless specific renewals have been approved. In order to portray the operating budget:
 - a. Forecast operating costs shall be portrayed in a manner that distinguishes significant expansion and/or contraction of existing service, and the introduction of new service;
 - b. The basis for the operating cost forecasts shall be clearly portrayed (e.g., cost per service hour and service hours);
 - c. The forecast escalation rates (revenue and expenses) must be clearly portrayed;
 - d. Indicate reserves available for operations and changes to reserves over the period of the SRTP, including anticipated unallocated TDA reserves;
 - e. Budget levels must correlate with the changes in service identified in the “Operations Plan.”
 - f. Identify sources of operating revenue:
 - i. Fares;
 - ii. Property taxes (directly levied, levied by others);
 - iii. Bridge tolls (directly levied (e.g., GGT), MTC 2% toll revenues, MTC 5% unrestricted general fund, MTC Regional Measure 2);
 - iv. Sales tax (AB 1107, directly levied (e.g., transit district), levied by others (e.g., county sales tax measure (identify Measure)));
 - v. Contributions from JPA partner funding agencies;
 - vi. Federal (FTA section 5307 Operating Assistance, FTA section 5307 Preventive Maintenance, FTA section 5311, STP Preventive Maintenance, CMAQ Operating Assistance (new service), Jobs Access Reverse Commute, New Freedom);
 - vii. Regional (MTC Lifeline, Air District);
 - viii. Advertising;
 - ix. Earned interest;
 - x. BART coordination funds (TDA, STA, BART district funds);
 - xi. TDA (directly apportioned, contributed by others);
 - xii. State Transit Assistance [(directly apportioned, contributed by others) – Revenue-Based, Population-Based (Small Operators, Northern Counties, Regional Paratransit)].

- C. In addition to future year forecasts, the SRTP should include a three-year retrospective of audited (if available) operating expenses and revenue.

Task 6 Deliverable

1) Working Paper: Operations Plan and Budget
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Task 7: Capital Improvement Program

Describe and discuss the capital programs (vehicles, facilities and equipment) required to carry out the operations and services set forth in the operating plan and budget. The Capital Improvement Plan (CIP) should provide the basis for requests for federal, state and regional funding for capital replacements, rehabilitation, and expansion projects. While the CIP does not have to be financially constrained to the extent that the operations budget does, it should reflect the operator's reasonable expectation of funding, particularly as outlined in MTC's Regional Transportation Plan.

A. Basis for Revenue Vehicle/Vessel Projects and/or Proposals, for Replacement, Rehabilitation, and Expansion.

1. Describe and discuss policies (or basis), and justification for vehicle replacement:
 - a. Life cycle considerations (current vehicles/vessels);
 - b. Passenger amenity considerations (vehicles to be acquired);
 - c. Mode of power and/or emissions considerations (vehicles/vessels to be acquired);
 - d. Other considerations (e.g., safety, lack of availability of service parts for current vehicles/vessels)
2. Describe and discuss policies (or basis), and justification for rehabilitation/retrofit:
 - a. Life cycle considerations;
 - b. Passenger amenity considerations;
 - c. Emissions considerations;
 - d. Other considerations.
3. Describe and discuss policies (or basis), and justification for proposed fleet expansion (or contraction):
 - a. Relationship to fixed-route or demand responsive operations plan;
 - b. Basis for type(s) of vehicles/vessels desired (expansion).
 - c. Number and type(s) of vehicles to be removed from service (contraction), including intended disposition (e.g., sale, placed for lease, salvaged).
4. Current Revenue Vehicle/Vessel Fleet Inventory: Identify items "a" through "l" below individually or by subfleet. Identify MTC Regional Express Buses separately.

- a. Manufacturer;
 - b. Year of manufacture;
 - c. Identification number (individual VIN or VIN sequence for subfleets);
 - d. Operator's bus number
 - e. Length of vehicle(s)/vessel(s);
 - f. Seating capacity of vehicle(s)/vessel(s);
 - g. Wheelchair capacity of vehicle(s)/vessel(s);
 - h. Vehicle/Vessel type (e.g., mini van, standard van, cutaway van, standard motorbus, articulated motorbus, trolley bus, articulated trolleybus, over-the-road coach, light rail, heavy rail, passenger ferryboat, diesel-electric locomotive, trailer car);
 - i. In fixed-route service or demand responsive service;
 - j. Mode of power (e.g., diesel, CNG, LPG, gasoline, electric, hydrogen fuel cell, hybrid gasoline-electric, diesel-electric locomotive, trailer car not powered).
 - k. Has major rehabilitation of the vehicle(s)/vessel(s) been performed; if yes, how many years of service life were added;
 - l. Year the vehicle(s)/vessel(s) will be retired from service (even if this is beyond the time horizon of the SRTP);
5. Vehicle/Vessel Replacement: Identify items "a" through "k" below individually or by subfleet, showing the number of replacement vehicles/vessels to be placed in service per year over the planning horizon.
- a. Number of vehicles/vessels to be replaced;
 - b. Anticipated year of manufacture of replacement vehicle(s)/vessel(s);
 - c. Year vehicle(s)/vessel(s) will be placed in service;
 - d. Length of vehicle(s)/vessel(s);
 - e. Seating capacity of vehicle(s)/vessel(s);
 - f. Wheelchair capacity of vehicle(s)/vessel(s);
 - g. Vehicle/Vessel type (e.g., mini van, large van, small bus, suburban bus, trolley bus, over-the-road coach, articulated bus, light rail, heavy rail, passenger ferryboat, diesel-electric locomotive, trailer car);
 - h. Placement of the vehicle(s) in fixed-route service or demand responsive service;
 - i. Mode of power (e.g., diesel, CNG, LPG, gasoline, electric, hydrogen fuel cell, hybrid gasoline-electric, diesel-electric locomotive, trailer car not powered).
 - j. Estimated cost of replacement vehicle(s)/vessel(s) (unit cost or total by subfleet), with annual escalation rates clearly portrayed;
 - k. Sources and amounts of funding for replacement vehicle(s)/vessel(s) (unit cost or total by subfleet – same as portrayed in "j" above), with annual escalation rates clearly portrayed.

(This is also a requirement for Mini-SRTPs.)

6. Vehicle/Vessel Rehabilitation (if applicable): Identify items “a” through “m” below individually or by subfleet, showing the number of vehicles/vessels to be rehabilitated per year over the planning horizon.
- a. Manufacturer;
 - b. Year of manufacture;
 - c. Identification number, (individual VIN or VIN sequence for subfleets);
 - d. Length of vehicle(s)/vessel(s);
 - e. Seating capacity of vehicle(s)/vessel(s);
 - f. Wheelchair capacity of vehicle(s)/vessel(s);
 - g. Vehicle/Vessel type (e.g., mini van, large van, small bus, suburban bus, trolley bus, over-the-road coach, articulated bus, light rail, heavy rail, passenger ferryboat, diesel-electric locomotive, trailer car);
 - h. Mode of power (e.g., diesel, CNG, LPG, gasoline, electric, hydrogen fuel cell, hybrid gasoline-electric, diesel-electric locomotive, trailer car not powered).
 - i. Year of planned rehabilitation (even if this falls outside the time horizon of the SRTP);
 - j. Years of service life to be added;
 - k. Rehabilitation to be performed in-house or contracted, if known;
 - l. Estimated cost of rehabilitation of vehicle(s)/vessel(s) (unit cost or total by subfleet), with annual escalation rates clearly portrayed;
 - m. Sources and amounts of funding for rehabilitation of vehicle(s)/vessel(s) (unit cost or total by subfleet – same as portrayed in “l” above), with annual escalation rates clearly portrayed.

(This is also a requirement for Mini-SRTPs.)

7. Vehicle/Vessel Expansion (if applicable): Identify items “a” through “k” below individually or by subfleet.
- a. Number of expansion vehicle(s)/vessel(s) to be placed in service per year over the planning horizon of the SRTP.
 - b. Anticipated year of manufacture;
 - c. Year vehicle(s)/vessel(s) will be placed in service;
 - d. Length of vehicle(s)/vessel(s);
 - e. Seating capacity of vehicle(s)/vessel(s);
 - f. Wheelchair capacity of vehicle(s)/vessel(s);
 - g. Vehicle/Vessel type (e.g., mini van, large van, small bus, suburban bus, trolley bus, over-the-road coach, articulated bus, light rail, heavy rail, passenger ferryboat, diesel-electric locomotive, trailer car);
 - h. Placement of the vehicle(s) in fixed-route service or demand responsive service;

- i. Mode of power (e.g., diesel, CNG, LPG, gasoline, electric, hydrogen fuel cell, hybrid gasoline-electric, diesel-electric locomotive, trailer car not powered).
 - j. Estimated cost of expansion vehicle(s)/vessel(s) (unit cost or total by subfleet), with annual escalation rates clearly portrayed;
 - k. Sources and amounts of funding for expansion vehicle(s)/vessel(s) (unit cost or total by subfleet – same as portrayed in “j” above), with annual escalation rates clearly portrayed.
8. Summary of Revenue Vehicle/Vessel Fleet Inventory:
- a. Total number of fixed-route vehicles in active fleet (identified by type; e.g., see item 7.g. above);
 - b. Total number of fixed-route vehicles in reserve fleet;
 - c. Spare ratio of fixed-route vehicles (at maximum pullout);
 - d. Total number of vessels in active fleet;
 - e. Total number of vessels in reserve fleet;
 - f. Spare ratio of vessels (at maximum pullout);
 - g. Total number of demand responsive vehicles in active fleet (identified by type; e.g., see item 7. g. above);
 - h. Total number of demand responsive vehicles in reserve fleet;
 - i. Spare ratio of demand responsive vehicles (at maximum pullout)
 - j. Useful life of revenue vehicles;
 - k. Next rehabilitation or replacement of vehicles and vessels, even if beyond the SRTP horizon.
- B. Non-Revenue Vehicle Projects and/or Proposals: Replacement, Rehabilitation, and Expansion or Contraction.
- 1. Discuss replacement, and/or expansion or contraction of non-revenue vehicle fleet:
 - a. Briefly, describe uses of non-revenue vehicles;
 - b. Briefly, discuss policies or basis, and justification for replacement (e.g., life cycle, obsolescence, safety considerations);
 - c. Briefly discuss policies or basis, and justification for expansion and/or contraction.
 - 2. Non-Revenue Vehicle Fleet Inventory: Identify items “a” through “n” below, showing the number of vehicles per year over the planning horizon.
 - a. Manufacturer (current vehicles);
 - b. The year of manufacture (or anticipated year of manufacture for replacement and expansion vehicles);
 - c. The years the vehicle(s) will remain in service;
 - d. Year vehicle(s) will be retired from service;
 - e. The year replacement vehicle(s) will be placed in service;

- f. Estimated cost of replacement vehicle(s) (unit cost or total by subfleet), with annual escalation rates clearly portrayed;
- g. Replacement vehicle(s): source(s) and amount of funding, identifying funds that have been secured (programmed, allocated or received) and funds that have not been secured, with annual escalation rates clearly portrayed;
- h. The year expansion vehicle(s) will be placed in service;
- i. Estimated cost of expansion vehicle(s) (unit cost or total by subfleet), with annual escalation rates clearly portrayed;
- j. Expansion vehicle(s): source(s) and amount of funding, identifying funds that have been secured (programmed, allocated or received) and funds that have not been secured, with annual escalation rates clearly portrayed;
- k. Vehicle type;
- l. Mode of power;
- m. Has rehabilitation of the vehicle(s) been performed or is it planned;
- n. Total number of vehicles in non-revenue fleet.

Operators with non-revenue vehicles which are not proposed for replacement with regionally programmed funds may choose to provide less detailed information.

C. Major Facilities Replacement, Rehabilitation, Upgrade, and Expansion projects of the types listed below. Identify the locations of new or expanded facilities. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset, and how it differs.

- 1. Administrative;
- 2. Maintenance and Fueling;
- 3. Vehicle/Vessel Storage/Staging;
- 4. Park-and-Ride;
- 5. Stations and Stops;
- 6. Right-of-Way, Track, or Guideway;
- 7. Bicycle Facilities (e.g., lockers).

D. Tools and Equipment: Replacement and/or Upgrade. Discuss current and/or proposed projects. Combine projects into a lump sum and indicate costs, sources of funds and amounts.

Asset Management: Describe any efforts to employ a systemic asset management program. Include current/past achievements and plans to upgrade or improve management (e.g. software tools, applications, business processes, integration into decision making processes).

Task 7 Deliverable

1) Working Paper: Capital Improvement Program

Task 8. Other Requirements

- A. Provide the following information on expansion projects included in MTC Resolution No. 3434:
1. Portray the project's current capital cost, providing explanation where costs differ from the portrayal in MTC Resolution No. 3434.
 2. Capital Funding:
 - a. Discuss and describe secured funding, including fund programming and/or allocation actions, conditions imposed on the use of funds, fund sources and amounts;
 - b. Explain any changes in secured or anticipated funding, providing explanation where funding differs from the portrayal in MTC Resolution No. 3434;
 - c. Portray and discuss the project's cash flow needs, including any anticipated difficulties, and approved or anticipated decisions on bond financing.
 3. Project Schedule. Provide the most current schedule for the project, showing key milestones completed, and anticipated milestone completion dates.
 4. Operating Costs. Provide operating expense and revenue projections (including sources of funds).
 5. Discuss any activities related to changes in land use planned or anticipated in association with the project, including:
 - a. Participation in the development of local land use policies;
 - b. Policies and/or planning pertaining to, and/or development adjacent to transit stations;
 - c. Descriptions of land that the transit agency currently owns or controls adjacent to transit stop/stations (use a map if desired to show locations).
 6. Discuss any current or anticipated policy, planning, funding or operating issues associated with the project, not reflected in responses to items 1 through 5, above.
- B. Describe the agency's public outreach and involvement process relative to environmental justice goals. Describe the most recent outcomes from this process.
- C. In the event the operator intends to use FTA section 5303 funds to contract out for the authoring of the SRTP, the MTC SRTP Program Manager must review the description or scope of work before publication of the RFP. In addition, the SRTP Program Manager is to be invited to participate in or at least observe the consultant selection for work to be

performed under contract. MTC may or may not be able to actually participate in the consultant selection process, depending upon scheduling and other commitments, but transit operators are to extend the invitation in a timely manner.

Task 8 Deliverable
1) Working Paper: Other requirements in Task 8

Task 9: Agency Specific Supplemental Work (STA Requirements)

SolTrans:

1. Assess potential to increase farebox recovery ratio and develop high level operating scenarios to accomplish various levels of increase. SolTrans' mandated target is 20%. The system currently accomplishes about 36%. SolTrans would like to consider strategies that accomplish incremental improvements up to about 50%.
2. Thoroughly explore the concept of means-based fare subsidy programs to enhance the usability of the transit system for lower income and other disadvantaged users. Tasks shall include:
 - Identify and evaluated existing peer programs;
 - Identify potential resources within SolTrans and in the local community for managing a means-based fare program. Examples of resources include, but should not be limited to, existing means testing programs and processes, funding sources for subsidy, and staffing;
 - Recommend and pursue other relevant experience to assess the opportunities and challenges of a means-based fare program for SolTrans;
 - Design a potential means-based fare program, and clearly outline opportunities and challenges in its implementation. Include consideration of controls that limit SolTrans' financial exposure to be within an adopted annual budget.

SolTrans, City of Benicia and STA:

Evaluate potential transit service for Benicia to complement current priority development area (PDA) study being undertaken by Benicia and STA for PDA and Benicia Industrial Park. Ultimately, service would be provided under the SolTrans operational framework and therefore approved by the SolTrans (Solano County Transit) Board of Directors as well as other relevant jurisdictions.

City of Fairfield:

Develop Service Implementation and Phasing Plan for transit service connection to the Fairfield/ Vacaville Intermodal Station. The City of Fairfield and various agencies are constructing a new train station on undeveloped land along the Capitol Corridor rail line. Construction is to be completed 2017. Ultimately, the station is to be surrounded by a pedestrian-oriented and multi-modal mixed-use community. And, the station is intended to be a transfer point from various modes to the train mode for surrounding communities including Fairfield and Vacaville. With this task, the consultant is to prepare a phasing and service model to connect the target communities to the new station. The tasks shall consider:

1. Develop general and specific routing for services provided by the local transit operators to dovetail with existing services;
2. Describe appropriate phasing of services to accommodate growth over the life of the SRTP. Propose development based triggers for incremental service expansion;
3. Identify capital and operating costs;
4. Identify potential revenue sources.

City of Rio Vista:

City of Rio Vista is engaging in a project with the following description:

Educate residents on available transit services and programs and on alternative transportation services. Seek feedback from residents to identify transit gaps through previous studies, use of random phone contacts, distribution of surveys and participation at key community gatherings. Identify transportation gaps and discuss strategies. Assess financial and operational resources. Provide recommendations on strategies to address the need. Receive community and City Council input before finalizing the implementation and marketing plan. The final product shall be a “roadmap” to enhance transit services and programs within available resources to better meet the needs of a larger percentage of residents.

The City of Rio Vista estimates that the project shall be completed in about July of 2016. The consultant selected for this SRTP update shall include the most current information from the Rio Vista project, as appropriate, in developing service plans and financial plans for the City of Rio Vista portion of the SRTP; and shall clearly call out this project within the SRTP as supporting said plans.

City of Dixon

Evaluate options for enhanced transit operational usage of Dixon Intermodal Station. Further information on the Dixon Intermodal Station can be found at [http://www.sta.ca.gov/docManager/1000003110/Dixon Intermodal Station Factsheet by STA.pdf](http://www.sta.ca.gov/docManager/1000003110/Dixon%20Intermodal%20Station%20Factsheet%20by%20STA.pdf)

Task 9 Deliverable

- 1) Technical Memorandum: Individual deliverable for each agency supplemental work.

Task 10. Draft Coordinated SRTP

1. Submit draft Coordinated Short Range Transit Plan based on working papers for tasks 2 – 8 for review to transit operators, STA and MTC. Electronic copies may be provided in PDF format, but all spreadsheets must also be provided in MS Excel.
2. Incorporate any edits and changes required in the review process.

Task 10 Deliverable

- 1) Draft Coordinated SRTP

Task 11. Final SRTP

1. Submit final Short Range Transit Plan to STA. Electronic copies may be provided in PDF format, but all spreadsheets must also be provided in MS Excel.
2. Incorporate any edits and changes if any after STA Board approval and Council approvals in each of the Cities.

Task 11 Deliverable

- 1) Final Coordinated SRTP

Proposed Project Timeline for Coordinated SRTP

Key Deliverables	Timeframe
Confirm Project Goals, Finalize Scope of Services and Work Plan	Week of June 1, 2015
Draft Plan	November 2015
Final Plan	March 2016

BACKGROUND for I-80/I-680/I-780/SR12 Transit Corridor Study Phase 2

STA recently completed the I-80/I-680/I-780/SR12 Transit Corridor Study (TCS Phase 1). The TCS Phase 1 assessed the current “intercity” bus services operating in Solano County— those routes that connect Solano County cities and connect the county to other counties—and branded as SolanoExpress. That study recommends a more focused and frequent core system primarily operating along the I-80 and I-680 freeway corridors.

The proposed routing alternative – referred to as Alternative B in the TCS Phase 1 – consists of three all-day, frequent routes, designated by color:

- Green Line – Operating from Sacramento and Davis via Interstate 80 and Interstate 680 to the Walnut Creek BART Station.
- Blue Line – Operating from Suisun City via Highway 12, Interstate 80, Highway 37 and then Mare Island Way and Curtola Parkway to Interstate 80 and the El Cerrito del Norte BART Station.
- Red Line – Operating from the Vallejo Ferry Terminal via Curtola Parkway, Interstate 780, Military (Benicia) and then via Interstate 680 to the Walnut Creek BART Station.
- Yellow Line - A peak period only route provides additional express service from Fairfield and Vacaville to Sacramento.

The TCS Phase 2 consists of a series of tasks that implement Alternative B of the TCS Phase 1 in coordination with the operators of the existing services, FAST and SolTrans.

FINAL PRODUCT for Transit Corridor Study Update

Consultant shall provide to STA an electronic version of a full final I-80/I-680/I-780/SR 12 Transit Corridor Study Phase 2, as approved by the necessary governing bodies formatted for printing and binding including all worksheets. The Report shall be provided in an electronic format that can be edited by STA staff (Adobe Creative Suite, MS Word, Excel) with all data sources and supporting materials. All electronic files are to be delivered to STA upon completion of the project.

SCOPE OF SERVICE TASKS for Transit Corridor Study Phase 2

The STA, in coordination with the transit operators in Solano County intend to retain a qualified and committed professional planning firm to work closely with STA and Transit Operators to prepare the I-80/I-680/I-780/SR 12 Transit Corridor Study Phase 2. The following major tasks are required to complete the Study:

- A. Confirm Project Goals and Finalize Scope of Services and Work Plan.
- B. Review Operator and Board questions and concerns as included in summary spreadsheet and incorporate into planning process.
- C. Prepare Capital Project Plan.
- D. Develop a transition and phasing plan for the service changes.
- E. Develop a fully fleshed out service proposal work plan for early implementation
- F. Research, analysis and results on services in the Highway 29 corridor
- G. Finalize a financial and operating plan for the proposed service. Identify funding for capital program and consider Express Lane revenues to support the capital program.
- H. Develop process to integrate service changes with BART services.
- I. Coordinate a “Universal Student Pass” arrangement with Solano Community College to expand the improved service between three college campuses.
- J. Develop an overall Master Capital Improvement Plan
- K. Public Outreach.
- L. Draft Study.
- M. Final Study.

The following details each task with task deliverable information:

Task A. Confirm Project Goals and Finalize Scope of Services and Work Plan

- 1. Kick off meeting with STA and selected consultant to negotiate final task budget and determine final schedule with milestones and deliverables.

Task A Deliverable
1) Finalized budget and detailed project schedule.

Task B. Review Operator and Board questions and concerns as included in summary spreadsheet and incorporate into planning process.

Task B Deliverable
1) Working Paper: Detailed plan to incorporate questions and concerns into the planning process.

Task C. Prepare Capital Project Plan

1. Perform early analysis of implementation of capital projects for available funding.
2. Include importance to attaining service goals.
3. Develop high level design schematics to allow service planning analysis.

Task C Deliverable
1) Working Paper: Capital Project Plan to allow parallel process to begin preparation for implementation of initial service changes.

Task D. Develop a transition and phasing plan for the service changes.

1. Develop base line service proposal based on early implementation date with limited capital improvements.
2. Develop midterm capital improvements and associated service proposal.
3. Develop build out capital improvements and associated service proposal.

Task D Deliverable
1) Working Paper: Transition and Phasing Plan

Task E. Develop a fully fleshed out service proposal work plan for early implementation

1. Full timetables.
2. Fare revenue collection validation.
3. Marketing concepts.
4. Develop full analysis of service deployment at the operator level based on an approved service allocation model, including blocking and run cut scenarios based on planned passenger schedules.
5. Other products and documents, as necessary, to implement initial service changes.

Task E Deliverable
1) Working Paper: Full plan to implement service initial service changes.

Task F. Research and analysis on services in the Highway 29 corridor.

1. Evaluation of Service Providers/Coordination with SolTrans and NCTPA to identify potential routes to augment or improve service in the Highway 29 corridor that provides service to BART or the Vallejo Ferry.
2. Consider joint routing, express-local routing or skip-stop services and additional frequency.

Task F Deliverable

- 1) Working Paper: Research, analysis and results on services in the Highway 29 corridor as described in Task 6.

Task G. Prepare a financial and operating plan.

1. Finalize a financial and operating plan for the proposed service.
2. Identify funding for capital program.
3. Consider Express Lane revenues to support the capital program.

Task G Deliverable

- 1) Working Paper: Financial and Operating Plan

Task H. Develop process to integrate service changes with BART services.

1. Demonstrate and accomplish guided process to integrate service changes with BART services.
2. Coordinate service planning and fare policies with BART to ensure minimizing costs of passengers and maximizing revenue to SolanoExpress and BART.
3. Describe successful outcome and identify shortcomings that impact service implementation.

Task H Deliverable

- 1) Working Paper: Process to integrate service changes with BART services.

Task I. Coordinate a “Universal Student Pass” arrangement with Solano Community College to expand the improved service between college campuses.

Task I Deliverable

- 1) Working Paper: Demonstrate and accomplish a guided process to attain an unlimited use pass for students, faculty, and staff of Solano Community College.

Task J. Develop an overall Master Capital Improvement Plan.

1. Develop an overall Master Capital Improvement Plan that delivers an infrastructure that allows 35 mph service speeds.
2. Start this effort early to ensure coordination with other freeway projects and consider a programmatic environmental document to speed delivery.
3. Coordinate with Napa County to develop Highway 29 transit enhancements tied to

other corridor congestion relievers, such as intersection improvements, and Bus Rapid Transit street treatments, in order to compete with the auto.

4. Identify fleet needs, and determine the vehicle type as part of the intercity bus replacement plan.
5. Present the existing services, programs, and capital demand data and services inventory.

Task J Deliverable

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| 1) Working Paper: Master Capital Improvement Plan. |
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Task K. Public Outreach

1. Develop a public outreach plan
2. Initiate a public input process.
3. Incorporate input from public and committee review into draft study.
4. Prepare the report for electronic and hard copy distribution.

Task K Deliverable

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|--|
| 1) Working Paper: Public outreach plan to be approved by Project Manager. |
| 2) Working Paper: Conduct public input process. |
| 3) Working Paper: Evaluation of public outreach process and incorporation of results into draft study. |
| 4) Final Document: Public Input Process overview and results. |

Task L. Draft Study

1. Finalize the report incorporating input from public and committee review of draft study.
2. Prepare the report for electronic and hard copy distribution.

Task L Deliverable

- | |
|---|
| 1) Draft Transit Corridor Study Phase 2 |
|---|

Task M. Final Study

1. Finalize the report incorporating input from public and committee review of draft study.
2. Prepare the report for electronic and hard copy distribution.

Task M Deliverable

- | |
|---|
| 1) Final Transit Corridor Study Phase 2 |
|---|

Proposed Project Timeline for Transit Corridor Study Phase 2

Key Deliverables	Timeframe
Confirm Project Goals, Finalize Scope of Services and Work Plan	Week of June 1, 2015
Draft Study	Completed by September 2015
Final Plan	Completed by November 2015

RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements:

1. *Proposal Length and Format:* The proposal shall not exceed a total of 25 single-sided, 8.5" x 11" pages excluding resumes and the transmittal letter. A **copy of the RFP** and resumes shall be included in an appendix.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

Jim McElroy, Project Manager
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, California 94585

3. *Project Understanding:* This section shall clearly convey that the consultant understands the nature of the work, and issues related to providing the Coordinated SRTP for Solano County and I-80/I-680/I-780/SR 12 Transit Corridor Study Phase 2.
4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, STA staff and any other parties that may have a significant role in the delivery of this project.
5. *Qualifications and Experience:* The proposal shall provide the qualifications and experience of the consultant team that will be available for the Coordinated SRTP for Solano County and I-80/I-680/I-780/SR 12 Transit Corridor Study Phase 2. It is expected that team members would include planning expertise in Short Range Transit Plan development, corridor planning and analysis, and transit operating and capital plans. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will **not be permitted** without prior consultation with and approval of the STA.
6. *Staffing Plan:* The proposal shall provide a staffing plan and an estimate of the **total hours** (detailed by position) required for each task included in the scope of services. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the Solano Coordinated SRTP and Transit Corridor Study according to your proposed schedule.
7. *Work Plan and Schedule:* This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal

dates and review periods for each submittal. Discuss the firm/team's approach for completing the requested services for this project on schedule. **The SRTP project is expected to commence no later than June 1, 2015, SRTP draft documents completed by November 2015, and final plans submitted by March 2016. The Transit Corridor Study Phase 2 is expected to commence no later than June 1, 2015, and draft documents completed by October 2015 and final plan submitted by January 2016.**

8. *Cost Control:* Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
9. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
10. *References:* For each Key Team Member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member.
11. *Submittal of Proposals:* Eight (8) hard copies and one digital copy (CD or flash drive) of your proposals are due at the STA office **no later than 3:00 p.m., Friday, May 1, 2015**. Envelopes or packages containing the proposals should be clearly marked, "**Coordinated SRTP/Transit Corridor Study**."
12. *Budget:* The maximum consulting services budget has been set at \$275,000 for this project. No change orders that require cost increases will be allowed. The project is funded by State Transit Assistance and Transportation Development Act (TDA) funds. Provide a detailed budget for the project including costs by task for consultant labor and other direct costs. Discuss the firm/team's approach for completing the requested services for this project within budget.

SELECTION OF CONSULTANT & CRITERIA

The overall process will be to evaluate the following components of the proposal completely and independently from the proposed budgeted cost. The qualifications will be evaluated and scored on a 100-point total basis using the following criteria:

1. Qualifications, including specific experience, and schedule availability of Key Team Members. (25 points)
2. Project understanding and approach, including an understanding of STA, public and private transportation operations in cities of Solano County, and STA and other agency review, approval and coordination processes. (25 points)
3. Cost control and budget (25 points)
4. Experience with similar types of projects. (25 points)

If needed, two or more of the firms/teams may be invited to an interview on or about **May 12, 2015**. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from STA, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

STA staff will provide the appropriate notice and schedule for the interviews. STA staff will select the most qualified consultant or consultant team based primarily on experience, ability to contain costs and conducting very similar projects. Recent experience in Solano County is desirable.

Once the top firm/team has been selected, STA staff will develop a services contract with the selected firm/team.

SELECTION SCHEDULE

April 2, 2015	RFP Issued
April 10, 2015	Questions concerning RFP emailed to jim@mcelroytransit.com no later than 5:00 PM
April 15, 2015	Answers to questions posted on STA website
<u>May 1, 2015</u>	Proposals are due no later than 3:00 PM at the offices of the Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, CA 94585. <i>Late submittals will not be accepted.</i>
<u>May 6, 2015</u>	Consultants notified if selected for interview
May 12, 2015	Consultant interviews
May 15, 2015	Notified of selected consultant
June 1, 2015	Project commences
November 2015	Draft plan completed for Coordinated SRTP
March 2016	Final plan for Coordinated SRTP
October 2015	Draft plan completed for Transit Corridor Study Phase 2
January 2016	Final plan for Transit Corridor Study Phase 2

If you have any questions regarding this RFP, please contact:

Jim McElroy, Project Manager
 Phone (707) 424-6075
 Fax (707) 424-6074
jim@mcelroytransit.com

ATTACHMENT A

SAMPLE CONTRACT WITH FEDERAL AND STATE CLAUSES

**Solano Transportation Authority
Standard Contractor Contract
Project:**



1. **Project Description:**

2. **This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:**
 Contractor’s Name: _____ **Business Form:** _____

3. **The Term of this Contract is: From date of execution of contract to _____.**

4. **The maximum amount of this Contract is:** _____

5. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:**
 - **Exhibit A – Scope of Work and Documents related to Project description and Contractor’s performance.**
 - **Exhibit B – Budget Detail and Payment Provisions**
 - **Exhibit C – General Terms and Conditions**
 - **Exhibit D – Special Terms and Conditions (Caltrans/State Funds)**
 - **Exhibit E – Special Terms and Conditions (Federal Funds)**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ___ DAY OF _____, 20__.

SOLANO TRANSPORTATION AUTHORITY	CONTRACTOR
By _____	By _____
DARYL K. HALLS, STA Executive Director	

Approved as to form:

**By: _____
BERNADETTE CURRY, STA Legal Counsel**

STA Contact Information
Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585
Attn: Elizabeth Niedziela, Transit Program Manager
Telephone: (707) 424-6075
Fax: (707) 424-6074

Contractor Contact Information

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**Solano Transportation Authority
Standard Contractor Contract
Project:**

EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
 - a. STA staff report to the STA Board dated _____ and approved by the STA Board on _____;
 - b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. _____);
 - c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated _____;
 - d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed _____ as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

B. Progress Payments. Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that the total compensation will not exceed the sums set forth in this Contract unless under written amendment of this Contract approved by the STA Board.

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study’s progress for which payment is sought, no later than thirty days after STA's acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the STA Project Manager:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94575
Attn: Elizabeth Niedziela, Transit Program Manager

E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached here to as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict With Caltrans Or Federal Provisions

Where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

2. Closing out

STA will pay Contractor's final claim for payment providing Contractor has completed all obligations undertaken under this Contract. Contractor is responsible for STA's receipt of a final claim for payment 60 days after termination or completion of this Contract.

3. Time

Time is of the essence in all terms and conditions of this Contract.

4. Time of Performance

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with STA's Contract Manager.

5. Termination

- A. This Contract may be terminated by STA or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.
- B. STA may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, STA will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

6. Signature Authority

The parties executing this Contract certify they have the proper authority to bind their respective entities to all terms and conditions in this Contract.

7. Warranty

A. STA relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. STA's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

8. Best Efforts

Contractor warrants that Contractor will faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to STA's reasonable satisfaction.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

9. Default

A. If Contractor defaults in Contractor's performance, STA shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires over 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, STA may elect to cure the default and any expense incurred shall be payable by Contractor to STA.

C. If STA serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, STA shall be entitled to recover from Contractor all damages allowed by law.

10. Indemnification

Contractor shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Section shall survive any termination of this Contract.

11. Insurance Requirements

Contractor shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

**Solano Transportation Authority
Standard Contractor Contract
Project:**

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the STA. At the option of STA, either: the Contractor shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the Contractor, and regarding liability arising out of work or operations by or for the Contractor including materials, parts or equipment furnished with such work or operations. General liability coverage can be in an endorsement to the Contractor's insurance or as a separate owner's policy.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

Insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to STA.

Verification of Coverage:

Contractor shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

All insurance documents are to be sent to:

Solano Transportation Authority
Attn: STA Legal Counsel
One Harbor Center, Suite 130
Suisun City, CA 94585

Sub-Contractors:

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

Forms of Endorsement:

Endorsements shall include the following provisions. STA understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE _____ A.M. _____,
201__, FOR POLICY NUMBER _____, IS ISSUED TO THE
SOLANO TRANSPORTATION AUTHORITY BY
_____ FOR (PROJECT DESCRIPTION OR
TITLE) _____.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT THE STA, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE STA MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE STA MAY HAVE, AND ANY OTHER INSURANCE THE STA DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE STA IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

Solano Transportation Authority
Attn: STA Legal Counsel
One Harbor Center, Suite 130
Suisun City, CA 94585

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

12. Independent Contractor

A. Contractor is an independent contractor and not an agent, officer or employee of STA. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against STA for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of

**Solano Transportation Authority
Standard Contractor Contract
Project:**

STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

E. Contractor may provide services to others during the same period Contractor provides service to STA under this Contract.

F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

G. As an independent contractor, Contractor shall indemnify and hold STA harmless from any claims that may be made against STA based on any contention by a third party that an employer-employee relationship exists under this Contract.

H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. Commitment Of Key Contractor Personnel

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, STA has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor and an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel named in Exhibit A or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of STA. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements.

14. Responsibilities of Contractor

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and STA relies upon such skills. Contractor pledges to perform the work skillfully and professionally. STA's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 4 years from the end of the contract award or for 4 years from termination, whichever is later.

15. Compliance with Law

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing

**Solano Transportation Authority
Standard Contractor Contract
Project:**

practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by STA will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. Confidentiality

A. Contractor shall prevent unauthorized disclosure of names and other STA-identifying information, except for statistical information not identifying a particular project.

B. Contractor shall not use STA-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to STA all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the STA, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from STA.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

17. Conflict of Interest

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to STA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. Drug Free Workplace

Contractor warrants Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. Health and Safety Standards

Contractor shall abide by all health and safety standards set forth by the State of California and/or the STA under the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

20. Audits and Inspection of Record

- a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

- b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
- c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts, and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

21. Nondiscrimination

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

22. Subcontractor and Assignment

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.

C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to STA of the cause of the delay within 10 days of the start of the delay.

24. Ownership of Documents

A. STA shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by STA or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

26. STA's Obligation Subject to Availability of Funds

A. The STA's obligation under this Contract is subject to the availability of authorized funds. The STA may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the STA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration date in this Contract, or any subsequent Amendment, the STA may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the STA Board. If the Contract is terminated for non-appropriation:

i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and
ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the STA Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to STA. If applicable funding is reduced, STA may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. Changes and Amendments

A. STA may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease for Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision.

30. Conflicts in the Contract Documents

The Contract documents are complementary and interpreted in harmony so as to avoid conflict. If a conflict occurs in the Contract documents, the parties agree that the document providing the highest quality and level of service to the STA shall supersede any inconsistent term in these documents.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

31. Disbarment or Suspension of Contractor

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the STA of any change in the status of the representations and warranty set forth in this section.

32. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies.

33. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by STA or Contractor other than those contained.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

EXHIBIT D

CALTRANS/STATE FUNDING CONTRACT PROVISIONS

1. DATA FURNISHED BY STA; CONFIDENTIALITY OF DATA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“STA Data”) provided to Contractor by STA for use by Contractor to perform its services under this Contract shall remain the property of STA and shall be returned to STA at the completion or termination of this Contract. No license to such STA Data, outside of the Scope of Work of the Project, is conferred or implied by Contractor’s use or possession of such STA Data. Any updates, revisions, additions or enhancements to such STA Data made by Contractor in the Project shall be the property of STA and subject to this Contract.

All financial, statistical, personnel, technical, or other data and information relative to the STA’s operations, and designated confidential by the STA and provided to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure. Permission to disclose information on one occasion, or at a public hearing held by the STA and relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding the contract or the STA’s actions on the same, except to the STA’s staff, Contractor’s own personnel involved to perform the contract, at public hearings or in response to questions from a Legislative Committee. The Contractor shall issue no news release or public relations item of any nature regarding the work performed or to be performed under this Contract without prior review of the contents by the STA and receipt of STA’s written permission.

Any subcontract entered into because of this Contract shall be subject to all this Section.

2. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to STA by CONTRACTOR or its subcontractors under this Contract shall be the property of STA, and copies shall be delivered to STA promptly upon completion of the work or upon an earlier termination of this Contract. CONTRACTOR assigns to STA ownership of all right, title and interest in such Work Products, including ownership of the entire copyright in the Work Products. CONTRACTOR also agrees to execute all papers necessary for STA to perfect its ownership of the entire copyright in the Work Products. CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to STA, and CONTRACTOR shall replace any such Work Products lost, destroyed, or damaged while in its possession without additional cost to STA.

3. EQUIPMENT PURCHASES

To the extent this Contract provides for the purchase of equipment, Contractor agrees to abide by the following:

- a. Prior authorization in writing, by the STA’s Director of Projects shall be required before the CONTRACTOR enters into any unbudgeted or additional contract, purchase order or subcontract exceeding \$5,000, for supplies, equipment or additional Contractor services beyond those contained in the scope of work and cost proposal, if any, and, further, CONTRACTOR

**Solano Transportation Authority
Standard Contractor Contract
Project:**

shall provide an evaluation to the STA of the necessity or desirability or incurring such costs prior to any approval by the STA for the additional expenditure(s).

b. For purchase of any item, service or consulting work not covered by CONTRACTOR'S Cost Proposal for which CONTRACTOR seeks reimbursement beyond the Cost Proposal, and which exceed \$5,000.00, the CONTRACTOR shall both receive prior authorization from the STA's Director of Projects including submission of three competitive quotations or adequate justification presented for any absence of such quotations. Any equipment purchased because of this contract is subject to the following provision:

The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the STA shall receive proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the STA in an amount to the fair market value, or sell such equipment at the best price obtainable at a public or private sale, under established STA procedures; and credit the STA in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the STA and the CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the STA.

4. SOLICITATION OF CONTRACT

Contractor warrants it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, STA shall have the right to terminate the Contract without liability or, at its discretion, the right to deduct from Contractor's maximum payment the full such fee, commission, percentage, brokerage fee, gift or contingent consideration.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

EXHIBIT E

SPECIAL PROVISIONS RELATED TO FEDERAL FUNDING

If any funding for the Project is from federal government sources the following sections will apply to, be incorporated within and are made a part of this Contract:

FEDERAL PROVISION 1. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Contract shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the Metropolitan Transportation Commission, the State of California Department of Transportation, and the Federal Transit Administration/Federal Highway Administration and/or the U.S. Department of Transportation. The contents of this report do not reflect the official views or policy of the U.S. Department of Transportation.

FEDERAL PROVISION 2. SUBCONTRACTS

A. Sub-contractors approved by STA for subcontract work under this Contract are listed in Federal Provision 8 below entitled "Disadvantaged Business Enterprise (DBE)/Sub-contractor List," and is attached and incorporated herein by this reference. Contractor shall not subcontract all or any portion of its services under this Contract, except as specified in said Federal Provision 8 without the prior written approval of STA and any attempt to do so shall be void and unenforceable. If Contractor enters into one or more subcontracts under this Contract, Contractor agrees that the participating sub-contractors shall be solely and directly responsible to Contractor, and STA shall have no obligation to them.

B. Contractor shall include all provisions of this Contract, modified only to show the particular contractual relationship, in any subcontracts connected with carrying out its Contract that exceed \$25,000, except contracts for standard commercial supplies or raw materials. No subcontract shall include a cost plus percentage of cost method of payment.

C. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Contractor shall pay all subcontractors for work for which Contractor has been paid by STA and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or when is reasonably feasible.

D. Any sub-contract of \$25,000.00 or greater shall include within its provisions a full and complete copy of FHWA Form 1273.

FEDERAL PROVISION 3. ASSIGNMENT OF CONTRACT

Contractor shall assign no part of this Contract without prior express written consent of STA or a designated representative, and any attempt without complying with this requirement shall be void and unenforceable.

FEDERAL PROVISION 4. RECORDS

Contractor shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Contract for a minimum of three (3) years following final payment to the Contractor or four (4) years following the fiscal year of the last expenditure under this Contract, whichever is longer.

FEDERAL PROVISION 5. AUDITS

**Solano Transportation Authority
Standard Contractor Contract
Project:**

Contractor shall permit STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, to make an audit, examination, excerpt and transcription during the term of this Contract and for the period specified in Federal Provision 4. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$25,000.

FEDERAL PROVISION 6. NOTICES

Except for invoices submitted by Contractor under the provisions on compensation, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as stated on the first page of this Contract.

FEDERAL PROVISION 7. CIVIL RIGHTS

(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.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

(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.

FEDERAL PROVISION 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

A. Policy. It is the policy of STA to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to STA'S procurement and professional services activities. To perform the Contract, Contractor will cooperate with STA in meeting these commitments and objectives.

B. Obligation of Contractor. Contractor shall not discriminate on the basis of race, color, national origin or sex to perform this Contract. Contractor shall carry out requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of contract, which may cause the termination of this Contract or such other remedy as the recipient deems appropriate.

C. Contract-Specific Goal. Under the provisions of State law and the requirements of Caltrans, there is no contract-specific DBE participation goal established for the Contract. A list of the certified DBE firms Contractor intends to use on the PROJECT is set forth below. Contractor shall not terminate any listed DBE Subcontractor for conveniences and perform work with its own forces, without the prior approval of STA. If a listed DBE is terminated Contractor shall make good faith efforts to substitute another DBE. Substitutions of subcontractors (DBE or non-DBE) require the prior written approval of STA. This section shall be under Attachments (i) and (ii) to this Exhibit G.

D. Record Keeping. Contractor shall maintain full and accurate records of DBE participation to perform the Contract, including payment amounts. Contractor shall submit quarterly reports to the MTC DBE Liaison Officer, which include the names and addresses of the DBEs performing work during the previous quarter and the total amounts billed and paid during the quarter.

E. Disadvantaged Business Enterprise (DBE)/Subcontractor List

	<u>Name/Address of Subcontractor</u>	<u>DBE?</u> <u>yes/no</u>	<u>Amount of</u> <u>Subcontract</u> <u>(DBE only)*</u>	<u>Description of Work</u>
1.				
2.				
3.				
4.				
5.				
6.				

**Solano Transportation Authority
Standard Contractor Contract
Project:**

FEDERAL PROVISION 9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations, applicable to this Contract.

FEDERAL PROVISION 10. ENERGY CONSERVATION

Contractor shall comply with all 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 (42 U.S.C. § 6321).

FEDERAL PROVISION 11. PRIVACY ACT

(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.

FEDERAL PROVISION 12. DEBARMENT

A. 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.

B. 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.

C. By executing this Contract, Contractor certifies that has represented that it has not been excluded or disqualified as provided in subsection A above. The certification in this clause is a material representation of fact relied upon by STA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to STA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FEDERAL PROVISION 13. CLEAN AIR AND WATER POLLUTION ACTS

(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 and pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et . seq. The Contractor agrees to report each violation

**Solano Transportation Authority
Standard Contractor Contract
Project:**

to the STA and understands and agrees that the STA will 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.

FEDERAL PROVISION 14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. §1352 and 49 C.F.R. Part 19 and has executed 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.

FEDERAL PROVISION 15. LAWS AND REGULATIONS

- A. Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to STA, the U.S. DOT, FTA/FHWA and the State of California (Caltrans) that relate to or in any manner affect performing the Contract. Those laws, statutes, ordinances, rules, regulations and procedural requirements imposed on STA as a recipient of federal or state funds are imposed on Contractor including but not limited to 49 Code of Federal Regulations Part 18, which are incorporated by this reference.
- B. 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 STA 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.

FEDERAL PROVISION 16. RECYCLED PRODUCTS

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.

FEDERAL PROVISION 17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The STA 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 STA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

(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.

FEDERAL PROVISION 18. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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.

FEDERAL PROVISION 19. CONTRACT WORK HOURS AND SAFETY STANDARD

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 therefor 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 STA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

**Solano Transportation Authority
Standard Contractor Contract
Project:**

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.

FEDERAL PROVISION 20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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 are incorporated by reference. Anything to the contrary in this Contract 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.

**Solano Transportation Authority
Standard Contractor Contract
Project:**

APPENDIX A – CERTIFICATION REGARDING LOBBYING

49 CFR PART 20-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 subrecipients 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

**Solano Transportation Authority
Standard Contractor Contract
Project:**

DRAFT