

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, September 20, 2018
3:00 P.M.

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

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

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

3:00 P.M. CALL TO ORDER:

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

CONSENT AGENDA:

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

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated June 21, 2018 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño May, June, and July 2018 Monthly Service Reports – Valentine
3. **RECEIVE** County Express/MV Transportation May, June, and July 2018 Monthly Operations Reports – Valentine
4. **APPROVE** Budget Adjustment /Transfer 17-18-15 – Postigo

REGULAR AGENDA:

5. **ADOPT** Resolution 18-05 Approving Projects for Funding and Authorizing the Executive Director to Apply for and Accept FY 2018-19 California State of Good Repair Program Funds Totaling \$76,845 – Valentine
6. **AUTHORIZE** Release of Request for Proposals (RFP) #2018-02 for an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study – Valentine

Adjourn to LTA Meeting on Thursday, October 18, 2018. Agenda deadline is October 2, 2018 at 12:00 p.m.

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

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
June 21, 2018 3:00 P.M.**

DRAFT MINUTES

MEMBERS PRESENT:

Chair De La Cruz, Director Boch, Director Gillio, and Director Velazquez

MEMBERS ABSENT:

Director Botelho

STAFF PRESENT:

County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair De La Cruz called the meeting to order at 3:54 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Boch, and seconded by Director Velazquez, the Directors unanimously acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated May 17, 2018 – Gomez
- 2. Receive** Specialized Transportation/Jovenes de Antaño April 2018 Monthly Service Report – Valentine
- 3. Receive** County Express/MV Transportation April 2018 Monthly Operations Report – Valentine
- 4. Adopt** Resolution 2018-04 Accepting, Approving, and Adopting the San Benito County Local Transportation Authority's Updated Drug and Alcohol Testing Policy, and Accepting the Updated Drug and Alcohol Testing Policies of MV Transportation, Inc. as the Contracted Operator of San Benito County Express, and of Jovenes de Antaño, as the Contracted Operator of Specialized Transportation – Valentine

There was no public comment on the consent agenda.

Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously approved Items 1-4 from the Consent Agenda. Vote: 4/0 motion passes.

REGULAR AGENDA:

- 5. Approve** FY 2018/19 Local Transportation Authority Final Budget – Postigo

Executive Director, Mary Gilbert reported on behalf of Administrative Services Specialist, Kathy Postigo. Ms. Gilbert presented the FY 2018/19 Local Transportation Final Budget to the Board. She reported that the final Budget was balanced with revenues matching expenditures.

There was no discussion or public comment on the item.

Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously approved Item 5 as noted above. Vote 4/0 motion passes.

Upon a motion duly made by Director Gillio, and seconded by Director Boch, the Directors unanimously adjourned the LTA meeting at 3:55 p.m. Vote: 4/0 motion passes.

ADJOURN TO LTA MEETING JULY 19, 2018.



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - May 2018

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	469	245.50	2,672	\$ 525.25	22
Senior Lunch	613	129.50	934	\$ -	22
Medical/Shopping Assistance	99	101.50	905	\$ 113.75	18
Total	1,181	476.50	4,511	\$ 639.00	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	67	33.25	250	\$ -	4
Total	67	33.25	250	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	536	278.75	2,922	\$ 525.25	26
Senior Lunch	613	129.50	934	\$ -	22
Medical/Shopping Assistance	99	101.50	905	\$ 113.75	18
Total	1,248	509.75	4,761	\$ 639.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	5,211	3,301	43,729	\$ 4,503.25	280
Senior Lunch	7,112	1,347.25	11,426	\$ -	230
Medical/Shopping Assistance	1,120	1,204.00	11,078	\$ 1,370.00	192
Total	13,443	5,852.40	66,233	\$ 5,873.25	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	-
734	-
735	115729
736	101753
737	-
738	94637
63	20978

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	120	1,120
Unduplicated Passengers	64	906
Turn Downs	0	0
No Shows	0	12
Cancellations	0	0
Employee Hours	0	0
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - May 2018

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
5/1-5/2018		21	20	19	20	17	97
5/7-12/2018		20	21	17	18	17	111
5/14-19/2018		20	25	25	24	17	136
5/21-26/2018		23	26	18	25	20	128
5/28-31/2018		24	15	25			64
Total	63	117	95	112	82	67	536

DONATIONS

	M	T	W	TH	F	S	Total
							0
				71.5			71.5
				216			216
				116.25			116.25
				121.5			121.5
	0	0	0	525.25	0	0	525.25

REVENUE HOURS

	M	T	W	TH	F	S	Total
		8.25	10	8	7	8	41.25
	7	8	11.25	8.25	7	8.25	49.75
	12	12.75	22.5	6.75	14.75	8.5	77.25
	16.5	16.5	7	14.25	9.75	8.5	72.5
		14.75	10.5	12.75			38
	35.5	60.25	61.25	50	38.5	33.25	278.75

REVENUE MILES

	M	T	W	TH	F	S	Total
		73	60	61	64	62	320
	62	62	62	63	63	62	374
	130	107	63	211	217	63	791
	231	206	65	182	126	63	873
		214	148	202			564
	423	662	398	719	470	250	2922

SENIOR LUNCH

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
5/1-5/2018		30	28	27	25	110
5/7-12/2018		27	14	28	27	129
5/14-19/2018		28	34	29	28	146
5/21-26/2018		31	25	32	27	142
5/28-31/2018		26	34	26		86
Total	86	129	151	135	112	613

DONATIONS

	M	T	W	TH	F	Total
						0
						0
						0
						0
						0
	0	0	0	0	0	0

REVENUE HOURS

	M	T	W	TH	F	Total
		6	6	6	6	24
	6	3.25	6	6	6	27.25
	6	6	6	6.5	6	30.5
	6	5.75	6	6	6	29.75
		6	6	6		18
	18	27	30	30.5	24	129.5

REVENUE MILES

	M	T	W	TH	F	Total
		44	41	44	39	168
	44	25	45	40	42	196
	44	43	43	65	45	240
	41	48	42	40	41	212
		37	42	39		118
	129	197	213	228	167	934

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
5/1-5/2018			8	8	2	18
5/7-12/2018		2	8	8	2	20
5/14-19/2018		4	6	6	4	20
5/21-26/2018		5	2	10	6	27
5/28-31/2018		8	6			14
Total	11	24	38	16	10	99

FARES

	M	T	W	TH	F	Total
				10	2.5	12.5
	2.5	10	10	2.5		25
	5	7.5	7.5		5	25
	6.25	2.5	12.5	7.5	5	33.75
		10	7.5			17.5
	13.75	30	37.5	20	12.5	113.75

REVENUE HOURS

	M	T	W	TH	F	Total
			6	5.5	3.5	15
	3.5	5.5	5	6.5	3	23.5
	5	4.5	5.5		7	22
	6	4	7.5	5.5	7	30
		6	5			11
	14.5	20	29	17.5	20.5	101.5

REVENUE MILES

	M	T	W	TH	F	Total
			90	94	19	203
	26	34	55	20		135
	21	35	52		78	186
	48	67	77	66	34	292
		44	45			89
	95	180	319	180	131	905



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - June 2018

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	404	258.50	3,553	\$ 1,021.00	21
Senior Lunch	547	119.50	858	\$ -	22
Medical/Shopping Assistance	102	97.50	749	\$ 127.50	19
Total	1,053	475.50	5,160	\$ 1,148.50	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	86	39.25	413	\$ -	5
Total	86	39.25	413	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	490	297.75	3,966	\$ 1,021.00	26
Senior Lunch	547	119.50	858	\$ -	22
Medical/Shopping Assistance	102	97.50	749	\$ 127.50	19
Total	1,139	514.75	5,573	\$ 1,148.50	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	5,701	3,599	47,695	\$ 5,524.25	306
Senior Lunch	7,659	1,466.75	12,284	\$ -	252
Medical/Shopping Assistance	1,222	1,301.50	11,827	\$ 1,497.50	211
Total	14,582	6,367.15	71,806	\$ 7,021.75	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	137391
734	-
735	116417
736	103784
737	
738	-
63	21836

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	133	1,253
Unduplicated Passengers	60	966
Turn Downs	0	0
No Shows	3	15
Cancellations		0
Employee Hours		0
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - June 2018

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
6/1-2/2018					15	18	33
6/4-9/2018	15	22	19	26	18	15	115
6/11-16/2018	19	23	19	22	19	19	121
6/18-23/2018	18	21	16	21	16	22	114
6/25-30/2018	11	21	18	25	20	12	107
Total	63	87	72	94	88	86	490

SENIOR LUNCH

DONATIONS

	M	T	W	TH	F	S	Total
							0
				152.5			152.5
				51.5			51.5
				234			234
				344	239		583
	0	0	0	782	239	0	1021

REVENUE HOURS

	M	T	W	TH	F	S	Total
	7.75	8	11	13.75	15	7.75	8.25
	11	11.75	9.5	12.75	15.5	8.25	68.75
	13	16.5	15	13.75	15	8	81.25
	6.75	13	15.25	13.5	13	7	68.5
	38.5	49.25	50.75	53.75	64.25	39.25	297.75

REVENUE MILES

	M	T	W	TH	F	S	Total
	69	67	118	195	292	59	800
	210	129	142	181	251	68	981
	156	138	233	176	98	113	914
	62	235	253	241	244	105	1140
	497	569	746	793	948	413	3966

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
6/1-2/2018					24	26	50
6/4-9/2018	26	28	20	23	20	20	117
6/11-16/2018	29	28	31	23	28	139	117
6/18-23/2018	24	30	28	11	25	118	118
6/25-30/2018	23	25	26	24	25	123	123
Total	102	111	105	105	124	547	547

DONATIONS

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

REVENUE HOURS

	M	T	W	TH	F	S	Total
	5.75	5.75	5.75	5.75	5.75	5.75	5.75
	5.75	5.75	5.75	5.75	5.75	5.75	28.75
	5.75	5.75	5.75	3	5.75	26	26
	5.75	5.75	5.75	6.25	6.75	30.25	30.25
	23	23	23	20.75	29.75	119.5	119.5

REVENUE MILES

	M	T	W	TH	F	S	Total
	41	40	48	40	37	65	65
	45	43	46	35	39	208	208
	38	41	40	23	38	180	180
	41	38	40	44	36	199	199
	165	162	174	142	215	858	858

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
6/1-2/2018					2	2	18
6/4-9/2018	8	6	6	6	6	6	26
6/11-16/2018	2	6	6	6	8	28	28
6/18-23/2018	2	4	6	10	2	30	30
6/25-30/2018						0	0
Total	20	16	24	24	18	102	102

FARES

	M	T	W	TH	F	S	Total
	10		7.5	2.5	2.5	22.5	0
	2.5	7.5	7.5	7.5	7.5	32.5	32.5
	2.5	7.5	7.5	7.5	10	35	35
	10	5	7.5	12.5	2.5	37.5	37.5
	25	20	30	30	22.5	127.5	127.5

REVENUE HOURS

	M	T	W	TH	F	S	Total
	7.25		5.75	6.75	3.75	23.5	0
	1	4.25	6.75	6.25	5.25	23.5	23.5
	2.75	4.25	4.75	2.75	5.25	19.75	19.75
	5.25	5.75	6.75	7.25	5.75	30.75	30.75
	16.25	14.25	24	23	20	97.5	97.5

REVENUE MILES

	M	T	W	TH	F	S	Total
	33		28	58	21	140	0
	18	23	31	72	39	183	183
	12	45	39	78	54	228	228
	51	20	42	78	7	198	198
	114	88	140	286	121	749	749



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - July 2018

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	399	247.25	3,829	\$ 222.50	21
Senior Lunch	531	120.00	861	\$ -	21
Medical/Shopping Assistance	84	98.25	650	\$ 105.00	19
Total	1,014	465.50	5,340	\$ 327.50	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	73	31.50	422	\$ -	4
Total	73	31.50	422	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	472	278.75	4,251	\$ 222.50	25
Senior Lunch	531	120.00	861	\$ -	21
Medical/Shopping Assistance	84	98.25	650	\$ 105.00	19
Total	1,087	497.00	5,762	\$ 327.50	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	472	278.75	4,251	\$ 222.50	25
Senior Lunch	531	120.00	861	\$ -	21
Medical/Shopping Assistance	84	98.25	650	\$ 105.00	19
Total	1,087	497.00	5,762	\$ 327.50	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
62	
63	22658
733	139871
735	117278
736	105452
738	

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	123	123
Unduplicated Passengers	91	91
Turn Downs		0
No Shows	2	2
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - July 2018

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
7/1-7/18	15	20	23	18	14	90	90
7/8-14/18	19	21	20	27	19	120	120
7/15-21/18	17	25	19	12	21	110	110
7/22-28/18	19	25	12	23	18	116	116
7/29-31/18	17	19				36	36
Total	87	110	51	85	66	73	472

SENIOR LUNCH

DONATIONS

	M	T	W	TH	F	S	Total
							0
				108			108
				50			50
				64.5			64.5
							0
							0
	0	0	0	222.5	0	0	222.5

REVENUE HOURS

	M	T	W	TH	F	S	Total
	6.75	7.75		13.25	10.5	7.75	46
	12.5	8.5	15.75	18.75	6.75	7.75	70
	11.25	12.5	9.75	18	12	7.75	71.25
	11.5	13.5	13.5	10.5	14	8.25	71.25
	6.75	13.5					20.25
	48.75	55.75	39	60.5	43.25	31.5	278.75

REVENUE MILES

	M	T	W	TH	F	S	Total
	64	112		258	113	102	649
	213	101	240	380	63	98	1095
	167	123	173	282	165	108	1018
	182	399	54	183	205	114	1137
	66	286					352
	692	1021	467	1103	546	422	4251

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
7/1-7/18	17	29	20	25	91	91
7/8-14/18	22	23	27	23	121	121
7/15-21/18	23	30	24	24	124	124
7/22-28/18	27	31	29	27	139	139
7/29-31/18	28	28			56	56
Total	117	141	80	94	99	531

DONATIONS

	M	T	W	TH	F	Total
						0
						0
						0
						0
						0
	0	0	0	0	0	0

REVENUE HOURS

	M	T	W	TH	F	Total
	5.25	5.75		5.75	5.75	22.5
	5.75	5.75	5.75	5.75	5.75	28.75
	5.75	5.75	5.75	5.75	6	29
	5.75	5.25	5.75	5.75	5.75	28.25
	5.75	5.75				11.5
	28.25	28.25	17.25	23	23.25	120

REVENUE MILES

	M	T	W	TH	F	Total
	37	38		38	39	152
	45	43	42	43	39	212
	39	42	41	40	40	202
	46	41	43	38	43	211
	40	44				84
	207	208	126	159	161	861

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
7/1-7/18	6	8	6	6	2	22
7/8-14/18	2	4	4	8	4	22
7/15-21/18	2	6	4	4	2	14
7/22-28/18	6	4	4	2		16
7/29-31/18	4	6				10
Total	18	24	14	20	8	84

FARES

	M	T	W	TH	F	Total
	7.5	10	7.5	2.5	27.5	27.5
	2.5	5	5	10	5	27.5
	2.5	7.5	5	2.5	17.5	17.5
	7.5	5	5	2.5	20	20
	5	7.5			12.5	12.5
	22.5	30	17.5	25	10	105

REVENUE HOURS

	M	T	W	TH	F	Total
	3.25	7.75		7.25	4.75	23
	3.75	4.25	4.75	7.25	6.25	26.25
	3.75	6.75	6.25	6.25	3.75	20.5
	6.25	1.75	5.25	3.75		17
	5.75	5.75				11.5
	19	23.25	16.75	24.5	14.75	98.25

REVENUE MILES

	M	T	W	TH	F	Total
	28	30		65	12	135
	25	26	22	56	36	165
	38	26	40	55	32	156
	33	34	38	25		127
	124	145	100	201	80	650

Combined Totals 327.50

May 2018
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2018	2017
Passengers Per Hour		
Dial a Ride/Paratransit	3.90	4.18
Fixed Route Service	5.61	5.68
Gavilan Service	6.95	8.16
Caltrain Service	4.51	4.57
Greyhound Service	3.20	4.30
Total Passengers	10,162	10,631
Total Revenue Hours	2143.26	2,034.72
Passengers per Hour	4.75	5.22
Lift Trips	223	88
No Shows	79	86
Cancellations	284	249

WEEKDAYS May 2018

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,282	10	326.11	3,473	\$ 906.51	\$ 406.92	\$ 79.75	22	\$ 15,357.50
Paratransit	1,579	64	687.44	10,965	\$ 2,719.51	\$ 1,220.78	\$ 239.25	22	\$ 32,373.61
Fixed Route	2,912	13	522.15	5,942	\$ 1,652.42	\$ 323.60	\$ 5.00	22	\$ 24,589.61
Gavilan	2,165	44	318.02	7,066	\$ 2,430.18	\$ 813.70	\$ -	22	\$ 14,976.52
Caltrain	926	0	205.28	4,879	\$ 1,501.88	\$ 120.30	\$ -	22	\$ 9,667.25
Total	9,864	131	2,059.00	32,325	\$ 9,210.50	\$ 2,885.30	\$ 324.00		\$ 96,964.49

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	66	2	14.05	217	\$ 100.76	\$ -	\$ -	4	\$ 661.66
Greyhound	93	0	28.13	783	\$ 168.62	\$ 5.50	\$ -	4	\$ 1,324.73
Total	159	2	42.18	1,000	\$ 269.38	\$ 5.50	\$ -		\$ 1,986.38

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	46	2	11.96	142	\$ 54.77	\$ -	\$ -	4	\$ 563.23
Greyhound	93	0	30.12	781	\$ 163.85	\$ 2.20	\$ -	4	\$ 1,418.44
Total	139	2	42.08	923	\$ 218.62	\$ 2.20	\$ -		\$ 1,981.67

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,394	14	352.12	3,832	\$ 1,062.04	\$ 406.92	\$ 79.75	30	\$ 16,582.39
Paratransit	1,579	64	687.44	10,965	\$ 2,719.51	\$ 1,220.78	\$ 239.25	22	\$ 32,373.61
Fixed Route	2,912	13	522.15	5,942	\$ 1,652.42	\$ 323.60	\$ 5.00	22	\$ 24,589.61
Gavilan	2,165	44	318.02	7,066	\$ 2,430.18	\$ 813.70	\$ -	22	\$ 14,976.52
Caltrain	926	0	205.28	4,879	\$ 1,501.88	\$ 120.30	\$ -	22	\$ 9,667.25
Greyhound	186	0	58.25	1,564	\$ 332.47	\$ 7.70	\$ -	8	\$ 2,743.17
Total	10,162	135	2,143.26	34,248	\$ 9,698.50	\$ 2,893.00	\$ 324.00		\$ 100,932.54

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	22,240	428	3,672.78	41,396	\$ 10,120.33	\$ 4,961.55	\$ 872.25	329	\$ 170,382.31
Paratransit	16,309	860	6,634.56	105,992	\$ 25,100.82	\$ 14,454.95	\$ 2,616.75	233	\$ 307,827.79
Fixed Route	26,558	275	5,137.01	57,514	\$ 14,890.42	\$ 3,070.20	\$ 165.00	232	\$ 238,404.29
Gavilan	24,963	45	2,994.83	67,862	\$ 27,976.33	\$ 9,184.50	\$ 238.00	233	\$ 138,969.30
Caltrain	9,745	9	2,160.86	52,897	\$ 14,570.61	\$ 964.70	\$ -	233	\$ 100,246.40
Greyhound	2,568	0	678.85	18,468	\$ 4,349.22	\$ 211.70	\$ -	96	\$ 31,470.08
Total	102,383	1,617	21,278.89	344,129	\$ 97,007.73	\$ 32,847.60	\$ 3,892.00		\$ 987,300.16

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	223	1,605
Turn Downs	0	0
No Shows	79	730
Cancellations	284	1,972
Employee Hours	2,596	28,436
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 0 Gavilan Bikes = 44 Caltrain Bikes = 7 Fixed Route = 0

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-May	22	45	49	2	8	126
2-May	45	53	55	3	3	159
3-May	16	55	36	4	8	119
4-May	20	33	69	5	4	131
5-May						
6-May						
7-May	22	48	56	4	5	135
8-May	20	45	72	4	3	144
9-May	40	44	61	4	3	152
10-May	16	35	57	2	7	117
11-May	20	45	62	2	1	130
12-May						
13-May						
14-May	22	44	60	2	6	134
15-May	21	51	62	3	5	142
16-May	52	41	65	2	5	165
17-May	19	29	39	1	11	99
18-May	13	25	64	2	8	112
19-May						
20-May						
21-May	11	48	62	4	5	130
22-May	30	27	76	3	6	142
23-May	39	33	62	1	7	142
24-May	20	41	66	3	9	139
25-May	18	29	47	3	9	106
26-May						
27-May						
28-May						
29-May	18	46	71	1	3	139
30-May	19	43	66	3	4	135
31-May	13	39	67	1	7	127
TOTALS	516	899	1324	59	127	2925
DAILY AVERAG						
E	23	41	60	3	6	133

June 2018
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2018	2017
Passengers Per Hour		
Dial a Ride/Paratransit	3.21	4.07
Fixed Route Service	3.83	4.12
Gavilan Service	3.69	5.52
Caltrain Service	4.31	4.21
Greyhound Service	3.68	4.80
Total Passengers	6,768	7,598
Total Revenue Hours	1,927.85	1,774.33
Passengers per Hour	3.51	4.28
Lift Trips	212	134
No Shows	139	74
Cancellations	179	283

WEEKDAYS June 2018

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,632	31	391.93	3,680	\$ 742.21	\$ 432.25	\$ 33.00	21	\$ 18,457.16
Paratransit	1,515	68	632.17	10,359	\$ 2,226.62	\$ 1,296.75	\$ 99.00	21	\$ 29,770.78
Fixed Route	1,465	0	383.11	4,493	\$ 815.11	\$ 108.88	\$ -	21	\$ 18,041.80
Gavilan	867	0	234.92	5,188	\$ 1,356.18	\$ 205.40	\$ -	21	\$ 11,063.09
Caltrain	819	0	190.04	190	\$ 1,191.88	\$ 99.20	\$ -	21	\$ 8,949.55
Total	6,298	99	1,832.17	23,910	\$ 6,332.00	\$ 2,142.48	\$ 132.00		\$ 86,282.38

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	60	0	15.61	206	\$ 94.88	\$ 4.00	\$ -	5	\$ 735.12
Greyhound	135	0	35.42	981	\$ 238.25	\$ 1.80	\$ -	5	\$ 1,668.03
Total	195	0	51.03	1,187	\$ 333.13	\$ 5.80	\$ -		\$ 2,403.16

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	58	11	14.16	173	\$ 72.09	\$ 1.10	\$ -	4	\$ 666.84
Greyhound	107	0	30.49	789	\$ 183.28	\$ 7.00	\$ -	4	\$ 1,435.87
Total	165	11	44.65	962	\$ 255.37	\$ 8.10	\$ -		\$ 2,102.70

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,750	42	421.70	4,059	\$ 909.18	\$ 437.35	\$ 33.00	30	\$ 19,859.12
Paratransit	1,515	68	632.17	10,359	\$ 2,226.62	\$ 1,296.75	\$ 99.00	21	\$ 29,770.78
Fixed Route	1,465	0	383.11	4,493	\$ 815.11	\$ 108.88	\$ -	21	\$ 18,041.80
Gavilan	867	0	234.92	5,188	\$ 1,356.18	\$ 205.40	\$ -	21	\$ 11,063.09
Caltrain	819	0	190.04	190	\$ 1,191.88	\$ 99.20	\$ -	21	\$ 8,949.55
Greyhound	242	0	65.91	1,770	\$ 421.53	\$ 8.80	\$ -	9	\$ 3,103.90
Total	6,658	110	1,927.85	26,059	\$ 6,920.50	\$ 2,156.38	\$ 132.00		\$ 90,788.24

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	23,990	470	4,094.48	45,455	\$ 11,029.51	\$ 5,398.90	\$ 905.25	359	\$ 190,241.43
Paratransit	17,824	928	7,266.73	116,351	\$ 27,327.44	\$ 15,751.70	\$ 2,715.75	254	\$ 337,598.57
Fixed Route	28,023	275	5,520.12	62,007	\$ 15,705.53	\$ 3,179.08	\$ 165.00	253	\$ 256,446.09
Gavilan	25,830	45	3,229.75	73,050	\$ 29,332.51	\$ 9,389.90	\$ 238.00	254	\$ 150,032.39
Caltrain	10,564	9	2,350.90	53,087	\$ 15,762.49	\$ 1,063.90	\$ -	254	\$ 109,195.95
Greyhound	2,810	0	744.76	20,238	\$ 4,770.75	\$ 220.50	\$ -	105	\$ 34,573.98
Total	109,041	1,727	23,206.74	370,188	\$ 103,928.23	\$ 35,003.98	\$ 4,024.00		\$ 1,078,088.40

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	212	1,817
Turn Downs	0	0
No Shows	139	869
Cancellations	179	2,151
Employee Hours	2,421	30,857
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 4 Gavilan Bikes= 48 Caltrain Bikes = 1 Fixed Route = 2

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Jun	14	38	80	4	0	136
2-Jun						
3-Jun						
4-Jun	26	32	62	2	4	126
5-Jun	26	44	59	3	14	146
6-Jun	13	32	59	1	5	110
7-Jun	10	22	0	0	7	39
8-Jun	12	13				25
9-Jun						
10-Jun						
11-Jun	20	28	0	0	0	48
12-Jun	10	24	0	0	4	38
13-Jun	12	25	0	0	8	45
14-Jun	19	21	0	0	12	52
15-Jun	21	19	0	0	19	59
16-Jun						
17-Jun						
18-Jun	22	21	0	0	10	53
19-Jun	24	22	0	0	10	56
20-Jun	16	191	0	0	13	220
21-Jun	22	14	0	0	0	36
22-Jun	23	15	0	0	10	48
23-Jun						
24-Jun						
25-Jun	14	19	0	0	13	46
26-Jun	16	29	0	0	12	57
27-Jun	17	20	12	0	0	49
28-Jun	15	22	0	0	12	49
29-Jun	11	16	0	0	0	27
30-Jun						
1-Jul						
TOTALS	363	667	272	10	153	1465
DAILY AVERAG						
E	17	32	14	1	8	70

July 2018
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2018	2017
Passengers Per Hour		
Dial a Ride/Paratransit	2.96	3.88
Fixed Route Service	2.91	3.56
Gavilan Service	3.50	5.63
Caltrain Service	3.84	4.64
Greyhound Service	3.14	4.59
Total Passengers	5,852	6,613
Total Revenue Hours	1,872.56	1,604.04
Passengers per Hour	3.13	4.12
Lift Trips	170	125
No Shows	133	68
Cancellations	96	177

WEEKDAYS July 2018

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,426	8	400.43	3,165	\$ 721.67	\$ 340.70		21	\$ 18,857.45
Paratransit	1,366	44	576.48	10,330	\$ 2,165.04	\$ 1,022.10	\$ -	21	\$ 27,148.17
Fixed Route	1,025	7	354.16	4,150	\$ 657.08	\$ 92.40	\$ -	21	\$ 16,678.46
Gavilan	842	0	240.31	5,067	\$ 1,368.51	\$ 256.10	\$ -	21	\$ 11,316.92
Caltrain	785	0	204.62	4,751	\$ 1,205.70	\$ 114.40	\$ -	21	\$ 9,636.17
Total	5,444	59	1,776.00	27,463	\$ 6,118.00	\$ 1,825.70	\$ -		\$ 83,637.17

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	43	1	12.47	162	\$ 64.05	\$ 2.20	\$ -	4	\$ 587.25
Greyhound	111	0	29.16	758	\$ 176.30	\$ 13.80	\$ -	4	\$ 1,373.23
Total	154	1	41.63	920	\$ 240.35	\$ 16.00	\$ -		\$ 1,960.48

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	70	18	14.89	270	\$ 98.95	\$ -	\$ -	5	\$ 701.21
Greyhound	106	0	40.04	977	\$ 180.20	\$ 7.60	\$ -	5	\$ 1,885.60
Total	176	18	54.93	1,247	\$ 279.15	\$ 7.60	\$ -		\$ 2,586.82

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,539	27	427.79	3,597	\$ 884.67	\$ 342.90	\$ -	30	\$ 20,145.91
Paratransit	1,366	44	576.48	10,330	\$ 2,165.04	\$ 1,022.10	\$ -	21	\$ 27,148.17
Fixed Route	1,025	7	354.16	4,150	\$ 657.08	\$ 92.40	\$ -	21	\$ 16,678.46
Gavilan	842	0	240.31	5,067	\$ 1,368.51	\$ 256.10	\$ -	21	\$ 11,316.92
Caltrain	785	0	204.62	4,751	\$ 1,205.70	\$ 114.40	\$ -	21	\$ 9,636.17
Greyhound	217	0	69.20	1,735	\$ 356.50	\$ 21.40	\$ -	9	\$ 3,258.84
Total	5,774	78	1,872.56	29,630	\$ 6,637.50	\$ 1,849.30	\$ -		\$ 88,184.47

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,539	27	427.79	3,597	\$ 884.67	\$ 342.90	\$ -	30	\$ 20,145.91
Paratransit	1,366	44	576.48	10,330	\$ 2,165.04	\$ 1,022.10	\$ -	21	\$ 27,148.17
Fixed Route	1,025	7	354.16	4,150	\$ 657.08	\$ 92.40	\$ -	21	\$ 16,678.46
Gavilan	842	0	240.31	5,067	\$ 1,368.51	\$ 256.10	\$ -	21	\$ 11,316.92
Caltrain	785	0	204.62	4,751	\$ 1,205.70	\$ 114.40	\$ -	21	\$ 9,636.17
Greyhound	217	0	69.20	1,735	\$ 356.50	\$ 21.40	\$ -	9	\$ 3,258.84
Total	5,774	78	1,872.56	29,630	\$ 6,637.50	\$ 1,849.30	\$ -		\$ 88,184.47

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	170	170
Turn Downs	0	0
No Shows	133	133
Cancellations	96	96
Employee Hours	2,299	2,299
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 0 Gavilan Bikes = 24 Caltrain Bikes = 3 Fixed Route = 3

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Jul						
2-Jul	28	17	0	0	0	45
3-Jul	20	22	0	0	0	42
4-Jul	0	0	0	0	0	
5-Jul	23	14	0	0	11	48
6-Jul	16	29	0	0	12	57
7-Jul						
8-Jul						
9-Jul	19	21	0	0	11	51
10-Jul	24	18	0	0	12	54
11-Jul	19	26	0	0	10	55
12-Jul	27	22	0	0	0	49
13-Jul	21	18	0	0	6	45
14-Jul						
15-Jul						
16-Jul	29	32	0	0	0	61
17-Jul	18	28	0	0	0	46
18-Jul	14	32	0	0	0	46
19-Jul	22	26	0	0	0	48
20-Jul	20	30	0	0	0	50
21-Jul						
22-Jul						
23-Jul	37	28	0	0	0	65
24-Jul	21	29	0	0	0	50
25-Jul	17	20	0	0	0	37
26-Jul	18	21	0	0	0	39
27-Jul	38	20	0	0	0	58
28-Jul						
29-Jul						
30-Jul	19	28	0	0	0	47
31-Jul	22	17	0	0	0	39
TOTALS	472	498	0	0	62	1032
DAILY AVERAG						
E	21	23	0	0	3	49

Staff Report

To: Local Transportation Authority
From: Kathy Postigo, Administrative Services Specialist **Telephone:** (831) 637-7665
Date: September 20, 2018
Subject: **Budget Adjustment/Transfer 17-18-15**

Recommendation:

APPROVE Budget Adjustment /Transfer 17-18-15.

Summary:

The Local Transportation Authority's expenditures for Fuel and Contract line items are \$17,254 and \$20,546 consecutively over the original budgeted and funds are available in the Local Transportation Fund.

Financial Considerations:

During the first review of the Fourth quarter expenditures, the Fuel and Contract line items are \$17,254 and \$20,546 over the original budgeted amount. The Local Transportation Fund has funds available for allocation to the Local Transportation Authority.

Background:

After each quarter the Trial Balances are reviewed and analyzed by staff for errors or corrections. During the preliminary review the Fuel and Contract line items were over the original budgeted amounts. This was due to the addition of the Low Carbon Transit Operation Program (LCTOP) project, Expansion of Intercounty Services. Expanding the intercounty services increased the fuel cost and the cost of the transit contract which were not included in the Budget for fiscal year 2017/2018. Fuel price increase was also a factor in the overage.

Staff Analysis:

Staff made budget adjustments, approved by the Executive Director as authorized in the Purchasing/Budget policy to cover small overages. A Budget Adjustment/Transfer is required to the Fuel and Contract line items from Local Transportation Fund.

Staff recommends that the Board approve the Budget Adjustment/Transfer 17-18-15.

Executive Director Review:_____

Counsel Review: N/A

Attachment: Budget Adjustment/Transfer 16-17-08

**Council of San Benito County Governments
BUDGET ADJUSTMENT/TRANSFER**

17-18-15

Please Indicate Type:

Fiscal Year: 2017/2018
Department: Local Transportation Authority
Org Key: 627.95.7320



Appropriation/Est. Revenue Increase
(Requires Board Approval)



**Interdepartmental Transfer or
Interobject Transfer >\$10,000**

(Requires Board Approval)



Interobject Transfer <\$10,000

(Requires Executive Director and Admin Ser Spe)



Intraobject Transfer

(Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
		Local Transportation Fund (TDA)		
627.95.7320	619.154	Fuel	\$ 37,800.00	\$ -
627.95.7320	619.250	Contracts	\$ -	\$ 17,254.00
			\$ -	\$ 20,546.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total			\$ 37,800.00	\$ 37,800.00

Comments: Unexpected jump in gas prices along with the added runs for the LCTOP runs caused fuel expenditures to go over budget.
Omitted to budget for LCTOP expense causing MV contract to be \$20,546 over what was budgeted for MV.

Submitted: Kathy Postigo

Verification of Sufficient Funds: 
Administrative Services Specialist

Date _____

Date _____

Approval: _____
Executive Director

Date _____

Approval by COG Board

Date _____

Attested: _____
Clerk of the Board: _____

Vote: _____ Yes _____ No

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: September 20, 2018
Subject: Senate Bill 1 State of Good Repair Program Funds for Transit

Recommendations:

ADOPT Resolution 18-05 Approving Projects for Funding and Authorizing the Executive Director to Apply for and Accept FY 2018-19 California State of Good Repair Program Funds Totaling \$76,845.

Summary:

With the signing of Senate Bill 1, many new funding sources were established including the State of Good Repair (SGR) Program for transit operators to fund eligible transit maintenance, rehabilitation and capital projects. Distributed through the use of the State Transit Assistance formulas, COG, as the Regional Transportation Planning Agency (RTPA), and the Local Transportation Authority (LTA), as the transit operator, are eligible to receive a total of \$76,845 for FY 2018-19. Allocation requests were due to Caltrans August 31, 2018, which included a draft version of Resolution 18-05.

Financial Considerations:

COG and LTA are eligible to receive a total of \$76,845 of FY 2018-19 SGR Program funds for eligible transit projects. There is no local match required.

Background:

With the signing of Senate Bill 1, many new funding sources were established including the SGR Program for transit operators to fund eligible transit maintenance, rehabilitation and capital projects. Funds are distributed using the State Transit Assistance formulas, so both COG, as the RTPA, and LTA, as the transit operator, receive allocations in this program. For this reason, Caltrans is requiring both COG and LTA to submit Board resolutions approving the project list.

Staff Analysis:

After reviewing LTA's recently adopted Short Range/Long Range Transit Plan, Bus Stop Improvement Plan, and Transit ITS Plan, staff has prepared a list of eligible SGR Program projects detailed in Exhibit A of Resolution 18-05. At this time, staff is requesting the COG Board approve the list of eligible projects for the allocation request submitted August 31, 2018. Additionally, the Board is being asked to authorize the Executive Director to apply for and accept the SGR Program funds for the list of projects when distributed by Caltrans.

Staff recommends that the Board of Directors adopt Resolutions 18-05 to be eligible to receive a total of \$76,845 for FY 2018-19 SGR Program funds.

Executive Director Review:_____

Counsel Review:____Yes____

Attachment: Resolution 18-05: FY 2018-19 SGR Project List

RESOLUTION OF THE SAN BENITO COUNTY LOCAL
TRANSPORTATION AUTHORITY APPROVING PROJECTS
FOR FUNDING AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO APPLY FOR AND ACCEPT FY 2018-19
CALIFORNIA STATE OF GOOD REPAIR (SGR) PROGRAM
FUNDS TOTALING \$76,845

RESOLUTION NO: 18-05

WHEREAS, the Council of San Benito County Governments (COG) is the designated Regional Transportation Planning Agency (RTPA) for San Benito County, pursuant to Government Code section 29532(b); and

WHEREAS, the San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County, pursuant to Government Code section 15975; and

WHEREAS, as the designated RTPA for San Benito County, COG is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) for transit projects calculated pursuant to the distribution formulas in Public Utilities Code (PUC) section 99313 based on the certification of population from the California Department of Transportation; and

WHEREAS, as the designated CTSA for San Benito County, LTA is an eligible project sponsor and may receive State Transit Assistance funding from the SGR Account for transit projects calculated pursuant to the distribution formulas in PUC section 99314 based on the qualifying revenue amounts for each STA-eligible operator determined from annual reports submitted to the State Controller pursuant to PUC section 99243; and

WHEREAS, COG and LTA have identified a list of transit projects in San Benito County, attached hereto and incorporated herein by reference as Exhibit A, to be funded through the FY 2018-19 SGR Account; and

WHEREAS, the transit projects to be submitted for FY 2018-19 SGR funding total \$76,845, to be allocated to COG and LTA pursuant to the distribution formulas in PUC sections 99313 and 99314; and

WHEREAS, COG's portion of the FY 2018-19 SGR allocation is \$75,286, as determined pursuant to the distribution formula in PUC section 99313; and

WHEREAS, LTA's portion of the FY 2017-18 SGR allocation is \$1,559, as determined pursuant to the distribution formula in PUC section 99314; and

WHEREAS, COG has designated LTA as the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through COG's SGR allocations, and has indicated its desire, upon receipt of SGR funds for those projects, to allocate COG's share of SGR funds to LTA, to administer the projects as the CTSA for San Benito County.

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Local Transportation Authority shall be the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through COG's SGR allocations and in part through LTA's SGR allocations; and

BE IT FURTHER RESOLVED THAT the San Benito County Local Transportation Authority hereby authorizes the Executive Director of the San Benito County Local Transportation Authority to execute all documents necessary for the application submittal and acceptance of SGR funds awarded by Caltrans for transit projects in San Benito County, for and on behalf of the Council of Governments and Local Transportation Authority.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 20th day of September 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jaime De La Cruz, Chair

ATTEST:
Mary Gilbert, Executive Director

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: _____

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Dated: _____

Dated: Sept. 10, 2018

Exhibit A

Projects	FY 2018-19 SGR Estimated Funding
Rolling Stock, Replacement, Two Vehicles	\$76,845
<i>Total</i>	\$76,845

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: September 20, 2018
Subject: Request for Proposals – Public Transit Projects for Congestion Relief of Hwy 25 Study

Recommendation:

AUTHORIZE Release of Request for Proposals (RFP) #2018-02 for an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study.

Summary:

The Council of San Benito County Governments (COG), on behalf of the Local Transportation Authority (LTA), was awarded a Caltrans Sustainable Transportation Planning Grant Program Competitive Grant for the completion of an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study. Staff is requesting authorization from the LTA Board to release an RFP to procure a contractor to prepare the study.

Financial Considerations:

The grant award is \$150,000 with an 11.47% local in-kind or cash match. Time spent on the project by staff is considered by Caltrans as a cash match.

Background:

Census information indicates that 48.9% of employed San Benito County residents commute outside of the county for employment. As the population of the county continues to increase at a rate higher than the employment opportunities, current congestion issues for personal automobiles will continue to increase, including along Highway 25.

During the August 2016 LTA Board meeting, it was requested that staff conduct preliminary research on the possibility of creating a County Express commuter rail service to Gilroy to relieve congestion. Staff provided a related report to the Board in October 2016 regarding possible County Express commuter services to the Silicon Valley, and further reported the information to the Technical Advisory Committee (TAC).

Upon further direction of the Board, staff incorporated comments received by the TAC on a draft Scope of Work for a Caltrans Sustainable Transportation Planning Grant. After, staff requested authorization from the Board at the September 2017 meeting to submit for the application for an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25

Corridor Study. In January 2018, Caltrans awarded COG, on behalf of LTA, \$150,000, with an 11.47% local in-kind or cash match, for the completion of the project.

Staff Analysis:

As submitted to Caltrans, the Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study will analyze the feasibility of public transit network expansion projects for the Highway 25 corridor, including commuter rail. The overall project objectives of the study will include:

- Encouraging stakeholder participation
- Determining the feasibility of proposed public transit network expansion projects
- Preparing high-level implementation strategies for each of the public transit network expansion projects determined to be feasible
- Calculating project costs estimates, and
- Identifying potential funding strategies and sources for project implementation

The tentative schedule for the Request for Proposals is provided below:

- *Announcement:* September 21, 2018
- *Last Date for Questions:* October 1, 2018 at 4 p.m.
- *Last Date for Addenda:* October 17, 2018 at 5:00 p.m.
- *Proposal Due Date:* October 19, 2018 at 4:00 p.m.
- *Select Consultant and Negotiate Contract:* November 5, 2018
- *Contract Award:* November 15, 2018
- *Contract Start Date:* November 20, 2018

At this time, staff is requesting authorization from the Board to release the RFP to procure a contractor to prepare the study.

Executive Director Review: _____

Counsel Review: Yes

Attachment: Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study Request for Proposals

San Benito County Local Transportation Authority

Request for Proposals LTA #2018-02

Analysis of Public Transit Network Expansion Projects for Congestion
Relief of the Highway 25 Corridor Study

Proposals Due: October 19, 2018, 4:00 PM

Prepared By:

San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023
(831) 637-7665

San Benito County Local Transportation Authority Highway 25 Widening Design Alternatives Analysis Request for Proposals LTA #2018-02

Table of Contents

<u>SECTION 1: REQUEST</u>	<u>3</u>
SECTION 2: BACKGROUND.....	4
SECTION 3: INSTRUCTIONS TO RESPONDENTS	6
3.1 Responding to RFP	6
3.2 RFP Documents	6
3.3 RFP Process Schedule.....	6
3.4 Submission of Proposals	6
3.5 Proprietary Information	8
3.6 Point of Contact	8
3.7 Interpretation	8
3.8 Questions	8
3.9 Updates and Addenda	8
3.10 Late Responses.....	9
3.11 Multiple Proposals	9
3.12 Proposal Evaluation Criteria	9
3.13 Selection Procedure	9
3.14 Reservations.....	11
3.15 Notification of Withdrawals of Proposals.....	11
3.16 Notice of Intent to Award	11
3.17 Contractor Responsibility and Performance	11
3.18 Insurance.....	12
3.19 Pre-Award Conference	13
3.20 Execution of Agreement	13
3.21 Cost of Service	14
SECTION 4. SCOPE OF WORK.....	15
SECTION 5. OFFICIAL PROPOSAL FORM	19
SECTION 6. EXHIBITS	20
<u>Exhibit A – Respondent Fact Sheet.....</u>	<u>20</u>
<u>Exhibit B – Acknowledgment of Addenda Form.....</u>	<u>21</u>
<u>Exhibit C – Customer References</u>	<u>22</u>
<u>Exhibit D – Designation of Subcontractors</u>	<u>23</u>
<u>Exhibit E – Non-Collusion Declaration.....</u>	<u>24</u>
<u>Exhibit F – Fee Schedule.....</u>	<u>25</u>
<u>Exhibit G – Standard Contract.....</u>	<u>26</u>

SECTION 1. REQUEST

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is soliciting proposals from qualified firms to complete an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study, which will have the following project objectives:

Stakeholder Participation: To solicit input on potential public transit network expansion projects outside of the standard public review of the draft and final documents, a Project Development Team will be formed ideally with representation from Caltrans, Capital Corridor, San Benito Railroad LLC, Caltrain, VTA, AMBAG, San Benito County, City of Hollister, Gavilan College administration and students, community leaders including those representing vulnerable populations, and others to be determined. Other stakeholder participation opportunities with the general public will be bilingual (English and Spanish) and selected depending on the calendar of local community events during the development of the project. At a minimum one open house will be held and will be advertised using social and local media. Close attention will be made to ensure that residents of the disadvantaged community are actively engaged in the transportation decision-making process after reviewing AMBAG’s Public Participation Plan and Title VI Plans for AMBAG, COG, and LTA.

Public Transit Network Expansion Projects Feasibility: Before investing time and public funds into any potential projects, an analysis of how successfully, including performance measures, each public transit network expansion project selected for further research must be completed, accounting for factors that affect it such as economic, technological, legal, governance structure options, ridership and scheduling factors.

Implementation Strategies: A high-level implementation strategy for each of the public transit network expansion projects determined to be feasible will be prepared detailing the activities, project priority and phasing, potential project partnerships, expected difficulties/risks, performance measures and schedules required to achieve the objectives of the study.

Project Cost Estimates: The estimates will establish the costs associated with implementing the feasible public transit network expansion projects identified in the study, at different stages of development, including the operations and maintenance stage. Both direct and indirect costs will be provided.

Potential Funding Strategies and Sources Identification: To bring the study’s feasible public transit network expansion projects to fruition, potential funding strategies and sources, including revenue projections over the length of the project, will be identified and detailed. Passenger fare levels will be analyzed to maximize ridership and farebox recovery ratios. Investments will likely come from a variety of federal, state, and local sources.

~ END SECTION 1 ~

SECTION 2. BACKGROUND

State Route (SR) 25 in northern San Benito County is highly congested during weekday commute hours due to the large number of residents commuting into Santa Clara County. The congestion has been so problematic there has been discussion about the immediate need to widen the corridor, placing sensitive environmental resources in the project area at risk.

In August 2016, the Council of San Benito County Governments (COG) completed a Highway 25 Widening Design Alternatives Analysis Study to identify alternative design scenarios and delivery strategies for the SR 25 4-Lane Widening Project as project costs far exceed anticipated highway improvement revenues in San Benito County for the next 20 years. Included in the analysis was a cursory review of potential alternative transportation modes to reduce project costs, congestion, vehicle miles traveled, and emissions. With the Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study, an in-depth feasibility study of public transit projects to help reduce congestion along the corridor will be completed.

San Benito County is a rural, agricultural, 1,389 square mile bedroom community south of Silicon Valley with a population of 55,269 and density of 39.8 persons per square mile according to the 2010 U.S. Census. There are two incorporated cities (City of Hollister and San Juan Bautista) and six unincorporated communities (Aromas, Tres Pinos, Panoche, Ridgemark, Bitterwater, and Paicines). The County is surrounded by the Counties of Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Currently there is a freight rail line used by Union Pacific Railroad (UPRR) running parallel to SR 25 called the Hollister Branch Line, which is owned by the private firm San Benito Railroad LLC.

Due in part to its rural nature, San Benito County residents tend to contribute significantly to the amount of vehicle miles traveled in the region: 48.9% of the workforce travels to other counties for their employment, 78.1% drive alone as their preferred travel mode, and 60.3% travel more than 20 minutes to work (U.S. Census 2011-2018 American Community Survey). Included in the regular SR 25 travelers is an estimated 1,000 residents who attend Gavilan College in Gilroy (Santa Clara County), the nearest community college to San Benito County.

Congestion along SR 25 is only expected to increase, decreasing the corridor's overall service efficiency. The average daily traffic at the San Benito/Santa Clara County Line has more than doubled since the mid-1990's due to rapid population growth and commute trips, and is expected to double again by 2040. Additionally, a significant projected trip generator for the residents of San Benito County into Santa Clara County is the planned California High Speed Rail station in Gilroy, with service anticipated to begin in 2025.

For these reasons, there is a necessity to identify opportunities to expand the public transit network to provide more alternatives to driving along the corridor encouraging mode shift to transit. This work will build upon previous planning efforts in the region such as the San Benito County Local Transportation Authority's (LTA) Short Range/Long Range Transit Plan and Association of Monterey Bay Area Governments' (AMBAG) Rural Transit Improvement Initiative studying the unique needs of rural transit. Also, it is consistent with AMBAG's adopted 2035 Metropolitan Transportation Plan/Sustainable Communities Strategies and associated Implementation Project Place Types Matrix, as it supports enhancements for high quality transit

encouraging transit-oriented development. This coordination between land use and transportation allows for more sustainable communities both today and into the future.

The project deliverables that will include an implementation plan will increase transit ridership and associated active transportation, lower vehicle miles traveled, lower pollution and greenhouse gas emissions, reduce commute times, provide greater economic opportunity, and increase access between affordable housing in San Benito County and job centers in the Silicon Valley. These outcomes will benefit all San Benito County residents, especially those who are disadvantaged. Increasing effective public transit services along SR 25 will help address the mobility needs of disadvantaged community members, who are historically transit-dependent due to the high costs of car ownership.

San Benito County has one area within the City of Hollister (Census Tract FIPS: 06069000300) that is disadvantaged according to the California Health Disadvantage Index. Within this census tract, 89.8% of the residents are Latino, 27.9% of the households do not have anyone over the age of 14 who speak English well, 52.4% of adults have less than a high school diploma, there is a 21.4% unemployment rate, 48.3% of the residents live in households with incomes below twice the Federal Poverty Line, and 7.8% of households do not have access to an automobile. During the stakeholder participation portion of preparing this analysis, close attention must be paid to ensuring that residents of this census tract are actively engaged in the transportation decision-making process.

There is a clear need to identify feasible and effective public transit projects to eventually become funded and programmed improvements to help relieve congestion along SR 25. The consequences of not funding this analysis include increased vehicle miles traveled, commute times, pollution, and greenhouse gas emissions, which disproportionately impact disadvantaged communities.

~ END SECTION 2 ~

SECTION 3. INSTRUCTIONS TO RESPONDENTS

3.1 Responding to RFP

Respondents shall submit a completed Proposal with appropriate attachments or explanatory materials in response to LTA RFP #2018-02. All attachments shall be identified with the Respondent's name, the RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

3.2 RFP Documents

The following exhibits, in addition to this RFP and the Official Proposal Form set forth in Section 5 of this RFP, are included as a part of this RFP:

- Exhibit A – Respondent Fact Sheet
- Exhibit B – Acknowledgment of Addenda Form
- Exhibit C – Customer References
- Exhibit D – Designation of Subcontractors
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Fee Schedule
- Exhibit G – Standard Contract

3.3 RFP Process Schedule

The following is an anticipated RFP schedule. The LTA may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release RFP online at: www.sanbenitocog.org	September 21, 2018
Deadline for Written Questions	October 1, 2018
Deadline for Proposals	October 19, 2018
Select Consultant, Negotiate Contract	November 5, 2018
Approximate Award Date	November 15, 2018
Begin Work	November 20, 2018
Complete Work	January 31, 2020

3.4 Submission of Proposals

Respondent shall submit the Proposal on the form(s) provided by and made available at the LTA Office, at the address set forth below. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. Respondent shall submit four (4) sets of hard copies and an electronic copy on removable disk of the completed Proposal, an original and four (4) copies, including all applicable supporting documentation, including but not limited to the Exhibits set forth in Section 6 of this RFP, addressed and delivered to the office and individual named below:

Mary Gilbert, Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023

All Proposals must be received by no later than **4:00 PM, Pacific Time, on October 19, 2018**. Proposals received after the above date and time will be rejected and will be returned unopened. Facsimile transmission of Proposals will not be accepted. Proposals must be signed by the Respondent or by a duly authorized officer of the Respondent, delivered along with all required documents, sealed and plainly addressed to the agency representative specified in this RFP.

All costs of the preparation of a Proposal shall be the sole responsibility of the Respondent. All materials submitted in response to the Request for Proposal become the property of LTA and shall not be returned.

All Proposals shall remain firm for at least ninety (90) calendar days after the Proposal Due Date or unless otherwise specified. Within ninety (90) calendar days after the Proposal Due Date, a purchase order and/or a contract may be awarded by the LTA to the highest ranked Respondent, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or contract may be extended at the sole discretion of the LTA, if required to evaluate Proposals of for such other purposes as the LTA may determine, unless the Respondent objects to such extension in writing, submitted with the Proposal.

A responsive Proposal shall be limited in length to **no more than 10 double-sided pages**, and 12 point size font. Page limit is not inclusive of cover, cover letter, table of contents, tabs, cost Proposal, Exhibits A-F, certification forms, or résumés. Submissions beyond the page limit will not be considered.

A responsive Proposal shall include, at a minimum, the following items:

- The fully completed and executed Official Proposal Form set forth in Section 5 of this RFP
- Fully completed and executed Exhibits A through F of this RFP
- Evidence of Respondent's possession of civil engineer's license(s), business license(s) and/or any other licenses and/or permits required to do business in the City of Hollister, County of San Benito, and State of California
- A cover letter
- A brief description of the Respondent's experience, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the Respondent's qualifications for performing the subject services, demonstrating Respondent has at least two (2) years' of experience providing the services described in Section 4, Scope of Work
- An organizational chart depicting the individual or team proposed by the Respondent and a brief summary of the qualifications and experience of each member proposed as the project team, demonstrating each has at least two (2)

years' of experience providing the services described in Section 4, Scope of Work

- A concise, but detailed description on the Respondent's approach to meet the requirements set forth in Section 4, Scope of Work
- A schedule for each task identified in Section 4, Scope of Work
- The relevant qualifications and experience of any Subcontractors to be used, as well as customer references for each Subcontractor
- A cost Proposal that includes all charges. The cost Proposal must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria. The cost Proposal shall not be included in the compact disc.
- Other relevant information that will assist the LTA in selecting the most qualified Respondent(s).

3.5 Proprietary Information

All information appearing within the Proposal may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the Proposal.

3.6 Point of Contact

All questions regarding this RFP shall be directed to Mary Gilbert, Executive Director mary@sanbenitocog.org or by facsimile at 831.636.4160 with the subject: "RFP LTA 2018-02" followed by a brief description. No other individual has the authority to respond to any questions submitted unless specifically authorized by Mary Gilbert, Executive Director or her designee. Failure to adhere to this process may disqualify the Respondent.

3.7 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify the LTA in writing at once (e-mail is acceptable). The LTA will post addenda with further instruction or clarification on www.sanbenitocog.org for all interested parties to view. LTA shall not be held responsible for oral interpretations.

3.8 Questions

Questions must be received by **October 1, 2018 at 4:00 PM, Pacific Time.**

3.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Mary Gilbert or her designee, to be posted online at www.sanbenitocog.org for all interested parties to view, and to be faxed, emailed, or mailed to all prospective Respondents known by the LTA, if and when necessary. All Addenda issued shall be incorporated into the contract. Respondents shall be responsible for monitoring the website at www.sanbenitocog.org to obtain the most current information regarding this

RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above mentioned website is **October 17, 2018, at 5:00 PM, Pacific Time.**

3.10 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **4:00 PM, October 19, 2018, Pacific Time.** Respondents shall be responsible for the timely delivery of their Proposals. Proposals received after the deadline will not be accepted and will be unopened and discarded.

3.11 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

3.12 Proposal Evaluation Criteria

If an award is made, it will be made to the responsive Proposal by a responsible Respondent that offers LTA the greatest value based on an analysis involving a number of criteria. An Evaluation Committee consisting of LTA staff will review each Proposal for completeness and content. Each Proposal will be evaluated based upon the relevant experience of the Respondent. The Evaluation Committee will review and rank the Proposals and may conduct interviews, if necessary. The rankings will be based upon the evaluation criteria that may include, but is not necessarily limited to the following:

- Organization: Does the Respondent offer the breadth and quality of services required for the anticipated project? Does the Respondent's organizational structure show sufficient depth for its present workload?
- Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- Experience: Has the Respondent demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- Technical Approach: How does the Respondent intend to achieve the budget and project delivery goals for the anticipated project? How will the Respondent perform the Scope of Work specified in Section 4 of this RFP? Will the firm be able to perform the Scope of Work within a timely manner?
- Reputation: Are the Respondent's references from past clients and associates favorable? Does the Respondent show financial and operational stability?
- Cost: Is the proposed budget cost effective?

3.13 Selection Procedure

The LTA shall perform an initial review of all Proposals to determine responsiveness as specified in Paragraph 3.4 in this RFP. The Evaluation Committee will review all responsive Proposals and will rank Proposals in descending order of preference. The

Evaluation Committee will then select the preferred Proposal, that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services as follows:

- **PRE-SELECTION:** The Evaluation Committee will review and screen the Proposals for completeness. Proposals that are incomplete, or improperly written, may be considered non-responsive and may be rejected. Each Proposal will be evaluated for its completeness and responsiveness to the Evaluation Criteria set forth in Section 3.12 above, and to the Scope of Work outlined in Section 4 of this RFP. Based upon the scores of responsive Proposals, the Evaluation Committee will set a competitive range and invite Respondents in the competitive range to participate in an in-person interview. Top ranking Respondents will be asked to prepare an oral presentation of their Proposal to the Evaluation Committee. References may be contacted by any person of the Evaluation Committee. The Evaluation Committee reserves the right to evaluate the interview and presentation, and to reevaluate the initial Proposal based upon new information provided during the interview component.
- **SELECTION:** Award of a contract shall not be based on cost alone, but on the strength of qualifications of the Respondent and the Respondents' capability of providing the services outlined in the RFP. The Evaluation Committee will rank the Proposals based upon the interview, compliance with the RFP terms and conditions, quality and performance of the services offered based on previous contracts, reference checks for the same or similar services, and the capacity of the Respondent to perform the required services.
- **NEGOTIATIONS:** Staff will enter into negotiations with the highest ranked Respondent, regarding the terms of a contract consistent with the RFP and the Proposal, which will be submitted to the LTA Board of Directors for approval. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as indicated in this RFP. If an agreement is not reached within a reasonable time after the highest ranked Proposal is identified, the LTA reserves its right to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent, suspend the process entirely or request new Proposals. This process will continue until an agreement is reached or all Proposals are rejected.

All Respondents may be notified of the Proposal which is ranked highest. No other information will be released.

The evaluation of the Proposals shall be within the sole judgment and discretion of the Evaluation Committee. LTA reserves the right to reject any and all Proposals received pursuant to the RFP. Award of a contract is contingent on funding availability and the LTA Board of Directors' approval. The LTA is under no obligation to award any contract. There shall be no appeal of any decision of the LTA, or any LTA representative.

3.14 Reservations

The LTA reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all Proposals, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure, in any Proposal, or in any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of Proposals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the Proposal or other data available to the LTA. Such disqualification is at the sole discretion of the LTA
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the LTA
- Reject any Respondent deemed by the LTA to be non-responsive, unreliable, unqualified, or non-responsible

3.15 Notification of Modification or Withdrawal of Proposals

The Respondent may modify or withdraw a Proposal by submitting a written request for its modification or withdrawal to a LTA representative at any time prior to the Proposal submission deadline. The withdrawal shall be signed by the Respondent or an authorized agent of the Respondent.

The Respondent may thereafter submit a new Proposal prior to the deadline. All Proposals not modified or withdrawn prior to the deadline will become the LTA's property. Modifications of a Proposal offered in any manner, oral or written, will not be considered after the deadline.

3.16 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

3.17 Contractor Responsibility and Performance

The LTA will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the Contractor have local representation to provide on-site consultation/problem resolution if required.

3.18 Indemnification and Insurance

The Contractor, at its sole cost and expense, for the full term of this contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects the LTA and any insurance or self-insurance maintained by the LTA shall be in excess of the Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits

- a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
- b) The Contractor's vehicles used in the performance of this contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
- c) The Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of the LTA.
- d) The Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of the LTA.

2. Other Insurance Provisions

- a. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by the LTA.

- b. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The San Benito County Local Transportation Authority is hereby added as an additional insured as respects the operations of the named insured."

- c. All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the San Benito County Local Transportation Authority ("LTA") shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the LTA as evidenced by properly validated return receipt. Such notice shall be sent to: San Benito County Local Transportation Authority, 330 Tres Pinos Road Suite C7, Hollister, CA 95023".

- d. The prospective Contractor agrees to provide the LTA at or before the effective date of any award resulting from this RFP with a certificate of insurance of the coverage required.
- e. All required insurance policies shall be endorsed to contain the following clause: This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County Local Transportation Authority
Mary Gilbert, Executive Director
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

The Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide the LTA on or before the effective date of this contract Certificates of Insurance for all required coverage. By submitting a Proposal, the proposing Respondent agrees to provide the insurance specified in Paragraph 3.18 of this RFP.

3.19 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the LTA representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

3.20 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP, with other terms and conditions specified in this RFP incorporated therein. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as specified in this RFP. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in the LTA's standard contract and in this RFP.

3.21 Cost of Service

The LTA reserves the right to negotiate the proposed cost with the successful Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date. However, in the case of an announced cost decrease, such decrease shall be passed on to the LTA.

~ END SECTION 3 ~

SECTION 4. SCOPE OF WORK

4.1 General Description

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is soliciting proposals from qualified firms to develop a Study and complete associated public outreach tasks, further described below. LTA will work closely with the Council of San Benito County Governments (“COG”) during all phases of development of the Study.

Task 1. Development of Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study

Task 1.1: Kick-off meeting with project team and consultant

- LTA's project team will meet the Consultant for the project kick-off meeting to discuss project expectations including invoicing, reporting, and other relevant project information
- Responsible Party: LTA and Consultant

Task 1.2: Review of previously completed related reports/documents, and identifying comparable projects

- At LTA direction, Consultant will review previously completed related federal, state, and local reports/documents/data, and identify comparable projects to gather existing conditions, background data, opportunities, and constraints surrounding the project
- Responsible Party: LTA and Consultant

Task 1.3: Develop list of potential public transit network expansion projects

- With LTA review, Consultant will develop a thorough list of potential public transit network expansion projects, including passenger rail with a rail yard in Hollister and Bus Rapid Transit, to be analyzed for feasibility
- Public transit technologies, such as, alternative fuels, zero-emission, and automated vehicles, will be taken into consideration
- Responsible Party: LTA and Consultant

Task 1.4: Develop list of feasible public transit network expansion projects and cost estimates

- With LTA review, Consultant will develop a list of feasible public transit network expansion projects and cost estimates
- Standard public transit performance measures, such as, farebox recovery ratio, passengers per hour, passengers per mile, cost per hour, and cost per mile, will be used, at a minimum, to determine project feasibility
- Responsible Party: LTA and Consultant

Task 1.5: Develop feasible public transit network expansion projects implementation plans and funding scenarios/strategies

- With LTA review, Consultant will develop implementation plans and funding scenarios/strategies, including federal, state, local, and revenue projections over the length of projects, for the list of feasible public transit network expansion projects
- Responsible Party: LTA and Consultant

Task 1.6: Develop Administrative Draft Study

- Consultant will prepare an Administrative Draft Study to be reviewed by LTA
- Responsible Party: Consultant

Task 1.7: Review Administration Draft Study

- LTA will review the Administrative Draft Study for comments to be incorporated by the Consultant to prepare the Draft Report
- Responsible Party: LTA

Task 1.8: Incorporate comments on Administrative Draft Study and provide Draft Study for public review

- Consultant will incorporate LTA's comments on the Administrative Draft Study to prepare the Draft Study to be provided for public review
- Responsible Party: Consultant

Task 1.9: Present Draft Study to Board of Directors and Advisory Committees

- At LTA direction, Consultant will present the Draft Study to the COG/LTA Board of Directors for public review, as well as, to COG/LTA's advisory committees for comments
- LTA will submit the Draft Study to Caltrans District 5 for review and comment.
- Responsible Party: LTA and Consultant

Task 1.10: Review, respond, and incorporate comments received to prepare Final Study

- At LTA direction, Consultant will review, respond, and incorporate comments received from the public, COG/LTA Board of Directors, Caltrans, and COG/LTA advisory committees to prepare the Final Study
- Responsible Party: LTA and Consultant

Task 1.11: Final Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study Adoption

- At LTA direction, Consultant will present the Final Study to the COG/LTA Board of Directors for adoption
- Responsible Party: LTA and Consultant

Task	Deliverable
1.1	<i>Meeting Notes</i>
1.2	<i>Consultant Progress Report</i>
1.3	<i>Potential Projects List</i>
1.4	<i>Feasible Projects List and Cost Estimates</i>
1.5	<i>Feasible Projects Implementation Plans and Funding Scenarios/Strategies</i>
1.6	<i>Administrative Draft Study</i>
1.7	<i>Administrative Draft Study Comments</i>
1.8	<i>Draft Study</i>
1.9	<i>Meeting Agendas</i>
1.10	<i>Copy of Comments Received and Responses</i>
1.11	<i>Final Study</i>

Task 2. Public Participation

Task 2.1: Hold Project Development Team meetings

- At LTA direction, Consultant will hold, at a minimum, three face-to-face Project Development Team meetings, ideally with representation from COG, Caltrans, Capital Corridor, San Benito Railroad LLC, Caltrain, VTA, AMBAG, San Benito County, City of Hollister, Gavilan College administration and students, community leaders including those representing vulnerable populations, and others to be determined, during the preparation of the study
- Responsible Party: LTA and Consultant

Task 2.2: Evaluate local English and Spanish language community events for possible opportunities for public participation and attend meetings. At a minimum, one open house will be held.

- LTA will evaluate local English and Spanish language community events for possible opportunities to encourage public participation during the preparation of the study
- LTA staff, Caltrans, and Consultant will attend, at a minimum, two meetings identified
- At a minimum, LTA and Consultant will hold one open house to solicit community project input
- Close attention will be made to ensure that residents of disadvantaged communities are actively engaged in the process after reviewing AMBAG's Public Participation Plan and Title VI Plans for AMBAG, COG, and LTA
- All project participation events will be announced using social and local media
- Responsible Party: LTA, Caltrans, and Consultant

Task 2.3: Public review period of Draft Study

- At LTA direction, Consultant will present the Draft Study to the COG/LTA Board of Directors for public review
- Thorough public noticing, in both English and Spanish, will be completed to ensure maximum public review and comments
- Consultant will review, respond, and incorporate comments received to prepare the Final Study
- Responsible Party: LTA and Consultant

Task	Deliverable
<i>2.1</i>	<i>Meeting Agendas and Notes</i>
<i>2.2</i>	<i>Community Event Calendar, Open House Documents, and Event Announcements</i>
<i>2.3</i>	<i>Public Review Period Noticing</i>

~ END SECTION 4 ~

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, supplies, equipment and other incidentals required to complete the services subject to this Request for Proposals, for the costs stated and in conformance with all requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimated number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Have you complied with all specifications, requirements, terms and conditions of this RFP?

☐ Yes ☐ No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the San Benito County Local Transportation Authority to other municipalities, districts or jurisdictions (political subdivisions)?

☐ Yes ☐ No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

Executed in _____

Signature_____ Title_____

Print Name_____

Name of Company_____

Address_____ City_____ State____ Zip_____

Telephone_____ Date_____

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

~ END SECTION 5 ~

SECTION 6. EXHIBITS

EXHIBIT A—RESPONDENT FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: |_|_|_| _ |_|_|_|_|_|_|_|_|_| *

Contractor's License #: _____ Type: _____
(as applicable)

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation
☐ Government ☐ Fiduciary ☐ Other

Contractor is a: ☐ California Resident ☐ Non-Resident of California
☐ San Benito County Resident ☐ Non-Resident of San Benito County

1) Is your firm authorized to do business in the State of California? ☐ Yes ☐ No

2) Is your firm a State of California registered small business? ☐ Yes ☐ No

3) Local Business ☐ Yes ☐ No

4) This firm has been in continuous business under the present name for _____ years.

5) Annual sales volume: _____

6) Net worth of business: \$_____

A completed W9 Taxpayer form will be required from an awarded vendor not on the Local Transportation Authority's vendor list.

END OF EXHIBIT A

EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM

_____ (Respondent's or Proposed
Subcontractor's Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Addendum
No. _____, dated _____.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

END OF EXHIBIT B

EXHIBIT C—CUSTOMER REFERENCES

List and submit with this Proposal four (4) customer references, two (2) of which should be in the San Benito County area, for whom you have furnished similar product or services.

1. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____
2. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____
3. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____
4. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____

END OF EXHIBIT C

EXHIBIT D—DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Sub-Contractor. A Sub-Contractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no Sub-Contractors, please state "NONE".

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent's Signature: _____ Date: _____	
Respondent's Name & Title (Print): _____	

END OF EXHIBIT D

EXHIBIT E—NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
Name

Position/Title of _____
Company

the party making the foregoing Proposal hereby declare that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date Signature

END OF EXHIBIT E

EXHIBIT F—FEE SCHEDULE

	Title	Hourly Rate	Est. Hours	Total Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Total overall cost for services identified: _____

END OF EXHIBIT F

EXHIBIT G—STANDARD CONTRACT

The following is a copy of the Standard Contract used by the LTA for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful consultants(s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

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

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

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

6. Termination.

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

7. Specific Terms and Conditions. (check one)

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

8. Information about Contract Administrators.

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

Contract Administrator for LTA:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Ste.
C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for
CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY CONTRACTOR:

Jaime De La Cruz

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

ATTACHMENT A
Scope of Services

This section has been intentionally left blank as the scope of services will be provided following selection of a qualified Respondent.

~ END ATTACHMENT A ~

ATTACHMENT B

Payment Schedule

B-L. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

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

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

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

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

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

CONTRACTOR shall invoice monthly at an hourly rate for services rendered pursuant to B-4 and of this Contract. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONTRACTOR. The monthly progress report shall include the following:

- Description of the tasks in progress or achieved
- Description of the tasks still to be achieved
- Percentage of work still anticipated for each task for the completion of the project

The LTA shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONTRACTOR and the LTA.

~ END ATTACHMENT B ~

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR'S Subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to LTA or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this

contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

~ END ATTACHMENT C ~

~ END EXHIBIT G ~

~ END SECTION 6 ~