

**VICTOR VALLEY TRANSIT AUTHORITY
REGULAR MEETING OF
THE BOARD OF DIRECTORS
May 21, 2018, 9:30 A.M.**

**Barstow City Council Chambers
220 East Mountain View Street
Barstow, CA 92311**

Victor Valley Transit Authority Board of Directors

Rich Harpole, Chair, City of Barstow
Barb Stanton, Vice-Chair, Town of Apple Valley
Larry Bird, Director, City of Hesperia
Robert Lovingood, Director, County of San Bernardino
James Ramos, Director, County of San Bernardino
Gloria Garcia, Director, City of Victorville

MISSION STATEMENT

Our mission is to serve the community with excellent public transportation services in terms of quality, efficiency, and responsiveness.

AGENDA

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is 760-948-3262 x112, (voice) or for Telephone Device for the Deaf (TDD) service, begin by calling 711 and provide the VVTA phone number and the office is located at 17150 Smoke Tree Street, Hesperia, CA. This agenda available and posted: Friday, May 11, 2018.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

PUBLIC COMMENTS

This is the time the Board will hear public comments regarding items not on the agenda or the consent calendar. Individuals who wish to speak to the Board regarding agenda items or during public comments should fill out a comment card and submit it to the Clerk of the Board. Each speaker is allowed three (3) minutes to present their comments. The Board will not remark on public comments, however each comment will be taken into consideration by VVTA.

CONSENT CALENDAR

Consent Calendar items shall be adopted by a single vote unless removed for discussion by Board member request.

- Pg. 9 ***Item #1: Minutes from Regular Meeting of The Board of Directors Conducted on April 16, 2018.***
Recommendation: Move for approval.
Presented by: None.
- Pg. 15 ***Item #2: Warrants, March 2018.***
Recommendation: Move for approval.
Presented by: None.
- Pg. 21 ***Item #3: FY 2017-2018 Unmet Needs Hearings.***
Recommendation: Review and approve the testimony and findings from the September 2017 Unmet Transit Needs Public Hearings.
Presented by: Nancy Strickert, Management Analyst III, SBCTA

REPORTS

- Pg. 35 ***Item #4: Meeting Notes From The Technical Advisory Committee Meeting Conducted on May 2, 2018.***
Recommendation: Information item only.
- Pg. 43 ***Item #5: Management Reports for Hesperia and Barstow Divisions – Verbal Report from Executive Director.***
Recommendation: Information item only.
Presented by: Kevin Kane, Executive Director.

ACTION ITEMS

- Pg. 89 ***Item #6: Resolution Number 18-04 and Direct Staff to Transition to Procuring Zero Emission Buses to Meet Resolution 18-04 Goal.***
Recommendation: Approve Resolution Number 18-04 and Direct Staff to Move to Procure Battery Electric Buses to Meet Resolution 18-04 Goal.
Presented by: Kevin Kane, Executive Director.

- Pg. 95 ***Item #7: Amend the VVTA Fiscal Year 2017-18 Annual Operating Budget, Short Range Transit Plan and TDA Claim.***
Recommendation: Approve amendment to the VVTA Fiscal Year 2017-18 Annual Operating Budget, Short Range Transit Plan and TDA Claim to Change the Project and wording of the capital budget item from purchase expansion paratransit buses to purchase replacement paratransit buses.
Presented by: Nancie Goff, Deputy Executive Director.
- Pg. 99 ***Item #8: Amend the VVTA Fiscal Year 2017-18 Annual Operating and Capital Budget, Short Range Transit Plan and TDA Claim for Awarded Section 5310 projects.***
Recommendation: Approve amendment to the VVTA Fiscal Year 2017-18 Annual Operating and Capital Budget, Short Range Transit Plan and TDA Claim for Awarded Section 5310 projects.
Presented by: Nancie Goff, Deputy Executive Director.
- Pg. 103 ***Item #9: Reject All Proposals Received and Cancel RFP 2017-13 Operations and Maintenance Services and Approve Release of RFP 2018-14 Operations and Maintenance Services.***
Recommendation: Reject all proposals received – RFP 2017-13 and approve the release of RFP 2018-14.
Presented by: Kevin Kane, Executive Director.
- Pg. 143 ***Item #10: VVTA RFP 2018-05 Bus Mid-Life Rehabilitation Award.***
Recommendation: Award the contract to Cummins Sales & Service, Bloomington, CA.
Presented by: Christine Plasting, Procurement Manager.
- Pg. 147 ***Item #11: VVTA RFP 2017-21 San Bernardino Regional Vanpool Providers Award.***
Recommendation: Award Contracts to Airport Van Rental, Enterprise Holdings and Green Commuter.
Presented by: Christine Plasting, Procurement Manager.
- Pg. 151 ***Item #12: Award IFB 2018-07 LNG/RLNG to Clean Energy, Newport Beach, CA.***
Recommendation: Award the three-year contract to Clean Energy, Newport Beach, CA, per IFB 2018-07.
Presented by: Christine Plasting, Procurement Manager.
- Pg. 155 ***Item #13: Approve the Release of RFP 2018-13 Design Build Barstow Maintenance Facility.***
Recommendation: Approve the release of RFP 2018-13.
Presented by: Kevin Kane, Executive Director.

Pg. 185 **Item #14: AB 1912, as Amended May 9, 2018, Rodriguez. Public Employees' Retirement: Joint Powers Agreements: Liability.**
Recommendation: 1) Send letter of opposition to assemblyman Rodriguez as well as assemblyman Obernolte and Senator Wilk; and 2) Decide if the letter should go out under the Board chair's name or the Executive Director's name.
Presented by: Kevin Kane, Executive Director.

Pg. 203 **Item #15: Release RFP 2018-16 Construction Project Manager.**
Recommendation: Authorize Staff to Release RFP 2018-16 for a Construction Project Manager.
Presented by: Christine Plasting, Procurement Manager.

Pg. 213 **Item #16: Closed Session.**
Closed Session.
BOARD BUSINESS
Conference with Labor Negotiator per Government Code Section 54957.6(A) with Kevin Kane, Designated Labor Negotiator with regard to all other VVTA employees, with the exception of Executive Director.
Recommendation: Approve recommendation of the Board.
Presented by: Kevin Kane, Executive Director.

BOARD OF DIRECTORS COMMENTS

DATE OF NEXT MEETING

Monday, June 18th at 9:30 AM
Victor Valley Transit Authority
17150 Smoke Tree Street, Hesperia, CA 92345

ADJOURNMENT

Victor Valley Transit Acronym List
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ADA	Americans with Disabilities Act
APTA	American Public Transit Association
AQMP	Air Quality Management Plan
BAFO	Best and Final Offer
BEB	Battery Electric Bus
BOE	Board of Equalization
CALCOG	California Association of Councils of Governments
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
CTSA	Consolidated Transportation Services Agency
CTSGP-CTAF	California Transit Security Grant Program-California Transit Assistance Fund
DAC	Disadvantaged Communities
DBE	Disadvantaged Business Enterprise
DBELO	Disadvantaged Business Enterprise Liaison Officer
DOD	Department of Defense
DOT	Department of Transportation
E&H	Elderly and Handicapped
EEM	Environmental Enhancement and Mitigation
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FAST	Fixing America's Surface Transportation ACT
FEIS	Final Environmental Impact Statements
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIMS	Geographic Information Mapping Systems
GIS	Geographic Information Systems
GPS	Global Positioning System
HOV	High-Occupancy Vehicle
IAS-FFA	Independent Auditors Statement for Federal Funding Allocation
ITS	Intelligent Transportation Systems
JPA	Joint Powers Authority
LACMTA	Los Angeles County Metropolitan Transportation Authority
LAP	Language Assistance Plan
LCFS	Low Carbon Fuel Standard
LCTOP	Low Carbon Transit Operations Program
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LEP	Limited English Proficiency
LTF	Local Transportation Fund

Victor Valley Transit Acronym List

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MAP-21	Moving Ahead for Progress in the 21 st Century
MBTA	Morongo Basin Transit Authority
MDAQMD	Mojave Desert Air Quality Management District
MDT	Mobile Display Terminal
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MTP	Metropolitan Transportation Planning
MTBP	Mass Transit Benefit Program
NEPA	National Environmental Policy Act of 1969
NTD	National Transit Database
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PCA	Personal Care Attendant
PTMISEA	Public Transportation Modernization Improvement and Service Enhancement
POP	Program of Projects
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RTAC	Regional Transportation Agencies' Coalition
RTAP	Rural Technical Assistance Program
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SBCTA	San Bernardino County Transportation Authority (formerly SANBAG)
SCAG	Southern California Association of Governments
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TCM	Transportation Control Measure
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEAM	Transportation Electronic Award and Management
TNC	Transportation Network Company
TOCP	Transit Operating and Capital Plan
TrAMS	Transit Award and Management System
TREP	Transportation Reimbursement Escort Program
TRIP	Transportation Reimbursement Incentive Program
TSSSDRA	Transit System Safety, Security and Disaster Response Account
TSM	Transportation Systems Management
ULEV	Ultra Low Emission Vehicle
UZAs	Urbanized Areas
VOMS	Vehicles Operated in Maximum Service
ZEB	Zero Emission Bus
ZEV	Zero Emission Vehicle

Victor Valley Transit Authority Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Victor Valley Transit Authority (VVTA) Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the (VVTA) Board of Directors.

1. **Agendas** - All agendas are posted at the VVTA Administrative offices, and the Victorville, Hesperia, Barstow and Apple Valley city/town halls at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the VVTA Administrative offices located at 17150 Smoke Tree Street, Hesperia, CA 92345.
2. **Agenda Actions** - Items listed on both the "Consent Calendar" and "Action/Discussion Items" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.
3. **Closed Session Agenda Items** - Consideration of closed session items exclude members of the public. These items include issues related to personnel, ending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.
4. **Public Testimony on an Item** - Members of the public are afforded an opportunity to comment on any listed item. Individuals wishing to address the Board of Directors should complete a "Request to Speak" form. A form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. If there is a Consent Calendar, it is considered a single item; thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.
5. **Public Comment** - At the beginning of the agenda an opportunity is also provided for members of the public to speak on any subject within VVTA's authority. Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.
6. **Disruptive Conduct** - If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Please be aware that a NO SMOKING policy has been established for VVTA meetings. Your cooperation is appreciated!

VICTOR VALLEY TRANSIT AUTHORITY

MISSION STATEMENT

**Our mission is to serve the
community with excellent
public transportation
services in terms of quality,
efficiency, and
responsiveness.**

Quality

To increase ridership and community support by exceeding expectations.

Efficiency

To maintain an efficient operation that represents a highly-valued service.

Responsiveness

To provide services and facilities which are responsive to the needs of the community.

**AGENDA ITEM
ONE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Minutes from the Regular Meeting of the Board of Directors Conducted on April 16, 2018.

SUMMARY STATEMENT

Following are copies of the minutes from the regular meeting of the Board of Directors conducted on April 16, 2018.

RECOMMENDED ACTION

Move for approval.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Debi Lorrh, Clerk of the Board	N/A	May 21, 2018	1

**VICTOR VALLEY TRANSIT
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

**April 16, 2018
MINUTES**

CALL TO ORDER

The Regular Meeting of the Board of Directors of the Victor Valley Transit Authority was called to order at 9:30 a.m. by Chair Rich Harpole in the Victor Valley Transit Authority Board Room, 17150 Smoke Tree Street, Hesperia, CA 92345.

ROLL CALL

Board Members Present: Chair Rich Harpole
Vice-Chair Barb Stanton
Alternate-Director Don Holland
Director Larry Bird
Director Gloria Garcia
Alternate-Director Sandy Baca

Staff Members Present:

Kevin Kane, VVTA	Tina Souza, City of Hesperia
Jonathan McDowell, Transdev	Simon Herrera, VVTA
Debi Lorrh, Clerk of the Board	Barbara Miller, VVTA
Steven Riggs, VVTA	Carol Greene, County Counsel
Cindy Prothro, City of Barstow	Jesse Roach, Transdev
Fidel Gonzales, VVTA	Christine Plasting, VVTA
Nancie Goff, VVTA	Craig Barnes, VVTA
Marie Downing, VVTA	

PLEDGE OF ALLEGIANCE

Vice-Chair Stanton led the audience in the pledge of allegiance.

ANNOUNCEMENTS

Mr. Kane apologized for the confusion that occurred this morning regarding the meeting.

PUBLIC COMMENTS

Speaker: Josh Gross, Beverly Hills Weekly (via email)

Mr. Gross submitted a letter via email with a schedule for service between the Victorville Transfer Point and Palmdale. This request will be added to the unmet needs list.

CONSENT CALENDAR

1. **Minutes from Regular Meeting of The Board of Directors Conducted on March 19, 2018.**
Recommendation: Move for approval.
Presented by: None.
2. **Warrants, February 2018.**
Recommendation: Move for approval.
Presented by: None.

A MOTION WAS MADE BY Director Bird to approve the Consent Calendar. Seconded by Director Garcia. The motion passed unanimously.

REPORTS

3. **Management Reports for Hesperia and Barstow Divisions – Verbal Report from Executive Director.**
Recommendation: Information item only.

No comments.

ACTION/DISCUSSION ITEMS

4. **Closed Session.**
Closed Session.
BOARD BUSINESS
Conference with Labor Negotiator per Government Code Section 54957.6(A) with Kevin Kane, Designated Labor Negotiator with regard to all other VVTA employees, with the exception of Executive Director.
Recommendation: Approve recommendation of the Board.
Presented by: Kevin Kane, Executive Director.

Open Closed Session: 9:36 am

Chair Harpole announced that there is no reportable action from the closed session.

Close Closed Session: 10:10 am

PRESS CLIPS/CORRESPONDENCE

No comments.

BOARD OF DIRECTORS COMMENTS

Chair Harpole mentioned attending a League of Cities meeting with Vice-Chair Stanton and expressed concern about upcoming bill AB1912; Chair Harpole would like to know how other jurisdictions feel about this bill and its contents.

In addition, Chair Harpole said that during the CalACT Conference he attended with Mr. Kane, he became aware of a ridership encouragement program. This type of “gamification” program rewards passengers for frequent ridership, allowing them to turn in their “points” for restaurant gift cards and other items. Chair Harpole stated that he would like VVTA to look into a similar program, perhaps offering discounts for local Parks and Recreation Districts program to encourage the public to participate in healthy communities programs. Chair Harpole requested Mr. Kane look into this type of program further.

DATE OF NEXT MEETING

The next scheduled Board meeting will be on Monday, May 21, 2018 at 9:30 am at Barstow City Council Chambers, 220 East Mountain View Street, Barstow, CA 92311

ADJOURNMENT

The meeting was adjourned at 10:11 a.m.

APPROVED: _____
Rich Harpole, Chair

ATTEST: _____
Debi Lorrh, Clerk of the Board

**AGENDA ITEM
TWO**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Payrolls and Warrants for March 2018.

SUMMARY STATEMENT

The following registers of Payrolls and Warrants have been audited as required By Section 37202 and 37208 of the Government code, and said documents are accurate and correct.

Agency's Gross Payroll for Administrative Employees

<u>Payroll Date</u>	<u>Amount</u>	<u>Register#</u>
03/02/2018	\$ 59,938.44	PR0199-03-18
03/16/2018	\$ 59,932.64	PR0200-03-18
03/30/2018	\$ 61,145.54	PR0201-03-18
Total Payroll	\$ 181,016.62	

Agency's Register of Warrants

<u>Register Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Register #</u>
03/01/2018	\$ 58,062.87	8980-8999	AP01967AAACWB
03/09/2018	\$ 199,098.73	9000-9036	AP01975AAACWJ
03/16/2018	\$ 156,651.12	9037-9051	AP01978AAACWM
03/23/2018	\$ 1,596,316.92	9052-9063	AP01996AAACXE
03/30/2018	\$ 155,380.22	9064-9097	AP01999AAACXH
	\$ 2,165,509.86		

RECOMMENDED ACTION

Approve VVTA's expenditures for March 2018.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Steven Riggs, Finance Director	\$ 2,346,526.48	May 21, 2018	2

Bank Register Report

Victor Valley Transit Authority

Mar-18

Check Number	Date	Payee Name	Amount
008980	03/01/2018	VOID	\$0.00
008981	03/01/2018	American Express	\$2,751.71
008982	03/01/2018	Arringdale Machine Shop	\$2,533.35
008983	03/01/2018	Lawrence Bird	\$125.00
008984	03/01/2018	BP Energy Company	\$40,747.93
008985	03/01/2018	Southern California Edison	\$748.08
008986	03/01/2018	ENTERPRISE CAR SHARE	\$1,645.62
008987	03/01/2018	FRONTIER-OFFICE LINES	\$53.77
008988	03/01/2018	Frontier	\$211.67
008989	03/01/2018	Gloria L. Garcia	\$125.00
008990	03/01/2018	GEOGRAPHICS	\$369.84
008991	03/01/2018	City Of Hesperia Water District	\$2,657.35
008992	03/01/2018	Robert Lovingood	\$125.00
008993	03/01/2018	Principal Life Insurance Company	\$2,174.32
008994	03/01/2018	Southern California Fleet Services Inc	\$836.08
008995	03/01/2018	Special District Risk Management	\$379.38
008996	03/01/2018	SOUTHWEST GAS CORPORATION	\$89.60
008997	03/01/2018	Barbara Stanton	\$125.00
008998	03/01/2018	Transdev	\$2,173.75
008999	03/01/2018	Verizon	\$190.42
009000	03/09/2018	ADARide.com	\$5,687.00
009001	03/09/2018	Applied Natural Gas Fuel	\$5,180.01
009002	03/09/2018	Bonnie Baker Senior Center	\$2,595.82
009003	03/09/2018	BROADLUX	\$65.72
009004	03/09/2018	Spectrum Business-Sec	\$90.00
009005	03/09/2018	Cummins Pacific	\$51,364.64
009006	03/09/2018	Desert Communities FCU	\$60.00
009007	03/09/2018	Southern California Edison	\$5,205.99
009008	03/09/2018	Flyers Energy LLC	\$20,721.80
009009	03/09/2018	Frontier	\$278.17
009010	03/09/2018	HI-Desert Communications	\$1,308.00
009011	03/09/2018	High Desert Laser Graphics	\$54.95
009012	03/09/2018	High Desert Lock & Safe	\$905.16
009013	03/09/2018	Inland Regional Center	\$260.00
009014	03/09/2018	Johnson Controls	\$15,608.99
009015	03/09/2018	PETCAM Engineering Inc	\$5,750.00
009016	03/09/2018	Special District Risk Management	\$33,996.60
009017	03/09/2018	Shred Your Docs	\$65.00
009018	03/09/2018	State Compensation Insurance Fund	\$1,868.92
009019	03/09/2018	Sylvia S. Harris	\$60.00
009020	03/09/2018	Trona Community Senior Center	\$2,018.21
009021	03/09/2018	VOID	\$0.00
009022	03/09/2018	VOID	\$0.00
009023	03/09/2018	VOID	\$0.00
009024	03/09/2018	VOID	\$0.00
009025	03/09/2018	VOID	\$0.00
009026	03/09/2018	VOID	\$0.00
009027	03/09/2018	VOID	\$0.00
009028	03/09/2018	VOID	\$0.00
009029	03/09/2018	VOID	\$0.00

009030	03/09/2018	US BANK	\$30,593.73
009031	03/09/2018	Transdev	\$7,002.24
009032	03/09/2018	Verizon-Security Phones	\$5,200.41
009033	03/09/2018	VerizonBAT	\$956.87
009034	03/09/2018	Verizon	\$190.05
009035	03/09/2018	Verizon	\$1,710.45
009036	03/09/2018	City Of Victorville	\$300.00
009037	03/16/2018	Applied Natural Gas Fuel	\$4,651.11
009038	03/16/2018	BP Energy Company	\$34,446.26
009039	03/16/2018	SPECTRUM BUSINESS	\$134.08
009040	03/16/2018	Marie Downing	\$62.12
009041	03/16/2018	Southern California Edison-CNG	\$11,369.36
009042	03/16/2018	Southern California Edison	\$533.70
009043	03/16/2018	Labor Finders	\$1,455.12
009044	03/16/2018	Packet Fusion, Inc	\$9,523.38
009045	03/16/2018	San Bernardino County	\$4,526.15
009046	03/16/2018	Southwest Gas Corporation	\$31,268.30
009047	03/16/2018	Southwest Gas Corporation	\$1,120.39
009048	03/16/2018	Southwest Gas Corporation	\$3,066.77
009049	03/16/2018	Southwest Gas Corporation	\$1,125.80
009050	03/16/2018	Tolar Manufacturing Co., Inc	\$48,950.83
009051	03/16/2018	Type-Set-Go	\$4,417.75
009052	03/23/2018	Allied Barton Security Services	\$4,351.20
009053	03/23/2018	Applied Natural Gas Fuel	\$5,068.47
009054	03/23/2018	A-TECH TRANSMISSION	\$1,698.77
009055	03/23/2018	SPECTRUM BUSINESS	\$1,947.89
009056	03/23/2018	Tolar Manufacturing Co., Inc	\$118,291.18
009057	03/23/2018	Transdev	\$1,359,402.96
009058	03/23/2018	City Of Victorville	\$69,619.00
009059	03/23/2018	City Of Victorville	\$4,290.33
009060	03/23/2018	Wirz And Co Printing Inc	\$2,392.05
009061	03/23/2018	Charles Meier	\$4,375.00
009062	03/23/2018	Flyers Energy LLC	\$24,840.07
009063	03/23/2018	Secretary Of State	\$40.00
009064	03/30/2018	ADArIde.com	\$5,094.50
009065	03/30/2018	Alltech Industries Inc	\$17,886.00
009066	03/30/2018	VOID	\$0.00
009067	03/30/2018	American Express	\$1,619.68
009068	03/30/2018	Applied Natural Gas Fuel	\$5,221.70
009069	03/30/2018	Bonnie Baker Senior Center	\$4,371.15
009070	03/30/2018	Civic Resource Group	\$825.00
009071	03/30/2018	Daily Press	\$159.04
009072	03/30/2018	Denco Sales	\$207.54
009073	03/30/2018	Desert Communities FCU	\$60.00
009074	03/30/2018	Southern California Edison	\$783.90
009075	03/30/2018	Enterprise Ride Share	\$83,065.00
009076	03/30/2018	FRONTIER-OFFICE LINES	\$53.99
009077	03/30/2018	Frontier	\$118.57
009078	03/30/2018	GEOGRAPHICS	\$190.92
009079	03/30/2018	Golden State Water Company	\$336.33
009080	03/30/2018	HI DESERT ALARM	\$180.00
009081	03/30/2018	Public Surplus	\$40.32
009082	03/30/2018	Southern California Fleet Services Inc	\$4,797.35
009083	03/30/2018	Special District Risk Management	\$394.06
009084	03/30/2018	SONIC SYSTEMS IT	\$2,705.00
009085	03/30/2018	SOUTHWEST GAS CORPORATION	\$89.18
009086	03/30/2018	Transtrack Systems, Inc.	\$3,000.00
009087	03/30/2018	Trona Community Senior Center	\$1,567.71

009088	03/30/2018	VOID	\$0.00
009089	03/30/2018	VOID	\$0.00
009090	03/30/2018	VOID	\$0.00
009091	03/30/2018	VOID	\$0.00
009092	03/30/2018	VOID	\$0.00
009093	03/30/2018	VOID	\$0.00
009094	03/30/2018	US BANK	\$19,269.50
009095	03/30/2018	Diamond	\$285.22
009096	03/30/2018	Lincoln Financial Group	\$921.83
009097	03/30/2018	Principal Life Insurance Company	\$2,136.73
<hr/>			
TOTAL			\$2,165,509.86

**AGENDA ITEM
THREE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

FY 2017-2018 Unmet Needs Hearings.

SUMMARY STATEMENT

During September 2017, San Bernardino County Transportation Authority (SBCTA) held two public hearings for the Mountain/Desert Region in San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (Public Utilities Code Sections 99238.5 and 99401.5). The first meeting was held on September 18, 2016, in Hesperia, covering the upper desert region and the second meeting was held on September 28, 2016, in Joshua Tree covering the lower desert region. The governing bodies of the Victor Valley Transit Authority (VVTA) and the Morongo Basin Transit Authority (MBTA) served as the hearing boards.

Attachment A provides a summary of the testimony received for the lower desert region and the recommendations by staff. Attachment B provides a summary of the testimony received for the upper desert region and the recommendations by staff.

Lower Desert

In the MBTA Service Area the following were items of concern for MBTA riders:

- Increase weekend service, service coverage and expand service hours - Over the next five (5) years some of the requests will be instituted as part of the MBTA Short Range Transit Plan (SRTP). However, due to funding constraints MBTA will be working with their Board of Directors to determine the best use of their resources for future improvements.

Continued

RECOMMENDED ACTION

Review and approve the testimony and findings from the September 2017 Unmet Transit Needs Public Hearings.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Nancy Strickert, Management Analyst III, SBCTA	N/A	May 21, 2016	3

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

FY 2017-2018 Unmet Needs Hearings.

SUMMARY STATEMENT

- Bus Stop Improvements – Bus stop locations and amenities will be improved as part of MBTA's on-going bus stop improvement program. These are based on need as well as ridership usage.
- Travel Reimbursement Escort Program (TREP) – Consumers were concerned that the TREP program would be discontinued. MBTA was awarded funding for their new TREP program, and it subsequently started in January 2018.
- Appreciation of MBTA - Riders appreciated the staff and its operations.

Upper Desert Region

In the VVTA Service Area the following were items of concern for VVTA riders:

- Bus Stop Improvements – VVTA, in cooperation with the cities in the service area, has completed or will complete the bus stop requests that were identified at these hearings. Several of the stops have already been improved and or will be improved in the coming year. There are a few stops that due to their location cannot be improved.
- Route, Frequency, Increased Service, Reliability and other Service Changes/Requests – Route changes, including frequency, span of service, and commuter service, will be addressed during the Fiscal Year 2018/2019 budget process. However, due to funding constraints some route improvements will be completed in Fiscal Year 2019/2020 and Fiscal Year 2020/2021.
- Direct Access Service – VVTA Transportation Reimbursement for Individuals Program (TRIP) is available as an alternative providing mileage reimbursement for volunteer drivers for clients who are unable to use fixed-route service. This will help riders who are unable to be on the bus for long periods of time.
- BV Link/Barstow – There is a recommendation to add Sunday service. However, VVTA just implemented Saturday service. Additionally, during Fiscal Year 2018/2019 they will be considering an AM and PM trip during the weekday as well as adding a stop at California State University San Bernardino.

As a result of this hearing process, staff recommends that the VVTA, MBTA and SBCTA Board of Directors approve these findings as there are no findings of unmet needs that can reasonably be met.

Unmet Transit Needs Hearings and Testimony for FY 2017/2018

Victor Valley Desert Region Unmet Transit Needs Hearing, September 2017	
Testimony	Responses
<p>Increased Service Coverage</p> <ul style="list-style-type: none"> • Don't discontinue service from Newberry to Barstow. <ul style="list-style-type: none"> ○ Caroline Zamora, call to SBCTA • Need bus service in the Harper Lake Rd & Santa Fe Rd. on Hinkley. <ul style="list-style-type: none"> ○ Robert Richardson, comment from TransTrak • Provide service between Phelan and Adelanto through Sheep Creek Road north to El Mirage Road East. <ul style="list-style-type: none"> ○ Michael Newmeyer, public testimony 	<ul style="list-style-type: none"> • Service between Newberry and Barstow is provided through Route 29 as recommended through the VVTA's 2017 COMPREHENSIVE OPERATIONS ANALYSIS (COA). Route 29 is no longer a three-hour, dial-a-ride service. Route 29 is a deviated route service operating on three-hour headways. This service will not be discontinued. • Harper Lake Road and Santa Fe Avenue is located approximately 17 miles Northwest from route 28 at Santa Fe Avenue and Hinkley Road. At this time VVTA is unable to serve as its beyond their ¾ deviation zone and there has been limited request for this service • Fixed-route service is currently not proposed in the 2017 COA through this area due to extremely low density and related low trip demand.
<p>New Bus Stops</p> <ul style="list-style-type: none"> • Need bus stop on Sycamore at Topaz and 395. Only 2 buses run in this area: the 21 and 54 <ul style="list-style-type: none"> ○ Ronnie Moore, comment from TransTrak • Request for new bus stop for Route 101. (Attachment provided to VVTA) <ul style="list-style-type: none"> ○ Christopher Brosman, comment from TransTrak • Need a bus stop across from the current stop at Chamberlaine & Panther. Then, if someone misses the bus they can just cross the street instead of walking all the way to the next one. Eugene Summerville, comment from TransTrak 	<ul style="list-style-type: none"> • At this time VVTA does not service this location as it is beyond their ¾ deviation zone for both routes. • The stop that is requested Goldstone Rd is located on the Fort Irwin Base, it is approximately 0.1 miles from the bus stop on Langford Lake Rd. • This request was implemented. A stop has been installed on the southside of Chamberlaine & Panther.

Victor Valley Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
<ul style="list-style-type: none"> • Need a bus stop on Riverside Dr. There used to be a fixed route stop on Riverside Dr. but was removed due to lack of ridership. <ul style="list-style-type: none"> ○ Bonnie, comment from TransTrak • Bus stop needed on Ridgecrest Rd. <ul style="list-style-type: none"> ○ Mohammed K, comment from TransTrak 	<ul style="list-style-type: none"> • This request was implemented. A shelter was installed at this location which is served on route 1. • VVTA is unable to create a stop at this location as it would block traffic at this location.
<p>Extend Service Hours</p> <ul style="list-style-type: none"> • Requesting buses to run two more hours in the evening. <ul style="list-style-type: none"> ○ Terry Martini on behalf of Katie Tramer, public testimony • Request that Route 15 begin earlier so that it can connect with the buses that start service at 6:00 a.m. at 7th and Lorene. <ul style="list-style-type: none"> ○ Terry Martini on behalf of Katie Tramer, public testimony 	<ul style="list-style-type: none"> • The 2017 COA Proposed Action Plan provides details on expanding service span. Year 4 (FY 2021) proposes to increase service span to one hour earlier and one hour later each day for Routes 1 through 6 and Routes 31 through 68. This implementation will be based on VVTA Board of Directors approval. It is recommended that the VVTA review this as part of their FY21 budget and potentially include as part of this process. • The 2017 COA Proposed Action Plan provides details on BV Link improvements beginning in Year 1 (FY 2018) and through subsequent years where service grows by 10% in Year 2 (FY 2019) and subsequent years. However due to budget constraints these changes will not be implemented during the next fiscal year. It is recommended to VVTA staff that they review this request and move it into FY2020.
<p>Weekend Service</p> <ul style="list-style-type: none"> • Need Fort Irwin Service on the weekends. <ul style="list-style-type: none"> ○ Tatiana Jackson, comment from TransTrak • Route 22 should run earlier on Saturdays. <ul style="list-style-type: none"> ○ Annett, comment from TransTrak • Would like BV Link to run on Sundays. <ul style="list-style-type: none"> ○ Terry Martini, public testimony 	<ul style="list-style-type: none"> • 2017 COA does not recommend changes to NTC as this serves a niche commuter market traveling to Fort Irwin. However during the next SRTP/COA process this suggestion will be reviewed again. • The 2017 COA does not propose any changes for Route 22 at this time. However, during the next SRTP/COA process this suggestion will be received again. <p>2017 COA includes possible Sunday service on BV Link in Year 1 (FY 2018) under the Proposed Action Plan. However due to its popularity during the week day VVTA has plans in FY2019 to consider adding another</p>

Victor Valley Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
	<p>PM and AM trip. Additionally, the plan for BV Link includes rerouting to include Cal State San Bernardino. It is recommended that VVTA review Sunday service request during the FY2020 budget process.</p>
<p>Bus Stop Amenities</p> <ul style="list-style-type: none"> • Need benches at stops between the 395 & Johnson. Passengers stand or sit in dirt. <ul style="list-style-type: none"> ○ Ramona, comment from TransTrak • Need a shelter at N. Hwy 18 and Acoma. <ul style="list-style-type: none"> ○ Alva, comment from TransTrak • Need solar lighting for stops (near the detention center) along Apple Valley Road on Route 42. <ul style="list-style-type: none"> ○ Terry Martini, public testimony 	<ul style="list-style-type: none"> • This is part of VVTA's flag down service area, because the location is rural in nature they are unable have any formal bus stops between 395 and Johnson. • A Simme-Seat has been installed at this location. • It is recommended that VVTA work on installing solar lights where possible on Route 42 as part of their ongoing bus stop improvements program.
<p>General Comments</p> <ul style="list-style-type: none"> • Expressed a concern that there is a need for transportation for people that cannot ride with the general population for too long because of comprised immune systems. <ul style="list-style-type: none"> ○ Ida Pladic, Van Connect, public testimony • Buses should run every 20-30 minutes instead of every hour or two. <ul style="list-style-type: none"> ○ Saria Batemon, letter to SBCTA • Elderly should be able to ride for free due to the hot and cold weather. <ul style="list-style-type: none"> ○ Saria Batemon, letter to SBCTA • Bus stops should have seats as well as something to block the rain and heat. <ul style="list-style-type: none"> ○ Saria Batemon, letter to SBCTA • Buses need to run longer for people that work at night. <ul style="list-style-type: none"> ○ Saria Batemon, letter to SBCTA 	<ul style="list-style-type: none"> • VVTA provides ADA Direct Access for those who have special needs. Additionally they are working with community partners to help bridge the gap on these issues. • The 2017 COA Proposed Action Plan provides details on Routes that will potentially improve to 30-minute frequencies beginning in year 3 (FY 2020) and in subsequent years. This implementation will be based on VVTA Board of Directors approval. It is recommended that the VVTA review this as part of their FY20 budget and potentially include as part of this process. • VVTA is mandated to keep a minimum farebox of 10% in the rural and 20% in the urbanized areas. Unfortunately they cannot offer free rides but they do continue to offer discounted fares to seniors and disabled. • The 2017 COA Proposed Action Plan provides details on expanding service span or the hours a day when service is running. Year 4 (FY 2021) proposes to increase service span to one hour earlier and one hour later each

Victor Valley Desert Region Unmet Transit Needs Hearing, September 2017	
Testimony	Responses
	day for Routes 1 through 6 and Routes 31 through 68. It is recommended that the VVTA review this as part of their FY2021 budget and potentially include as part of this process.

Unmet Transit Needs Hearings and Testimony for FY 2017/2018

Morongo Basin Desert Region Unmet Transit Needs Hearing, September 2017	
Testimony	Responses
<p>Weekend Service</p> <ul style="list-style-type: none"> • Need weekend service <ul style="list-style-type: none"> ○ Abigail Mann, 29 Palms Resident, letter ○ Aita Baig, DAAS, letter • Petition for weekend service on Route 3B signed by 124 individuals. 	<ul style="list-style-type: none"> • This request should be reviewed, along with system-wide implications for expansion of weekend service, during the next Short Range Transit Plan (SRTP) development process, probably during in FY 2020/21. • MBTA’s current <i>Focused Short Range Transit Plan – FY 16/17 to FY 19/20 (SRTP)</i> does not propose weekend service for Route 3B. It is recommended that during the next SRTP process the MBTA review this request along with available funding to ensure that there is need and more importantly funding is available to support additional weekend service.
<p>Increased Service Coverage</p> <ul style="list-style-type: none"> • Service needed from Yucca Valley to Johnson Valley Improvement Association at least once weekly. <ul style="list-style-type: none"> ○ -Aita Baig, DAAS, letter • Service needed from Yucca Valley to Pappy & Harriet’s in Pioneertown. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter 	<ul style="list-style-type: none"> • The current SRTP recommended collaboration with the voluntary organization Reach-Out Morongo Basin to provide some level of service to Johnson Valley in FY 17/18, and similarly to Pioneertown. Reach Out Morongo has been providing service to Pioneertown and Johnson Valley areas for several years and most recently with a lift-equipped vehicle granted to them by MBTA’s TAG program. Over the past year, Reach Out reports that trip requests from these areas have declined. No trips requests have been received during this current fiscal year. <p>It is recommended that MBTA work with ReachOut Morongo and DAAS to ensure that the line of communication is open between these two agencies. This will help DAAS have a better understanding of transit available and ReachOut Morongo will be able to connect to the riders who are in needs of this transportation.</p>

Morongo Basin Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
<ul style="list-style-type: none"> • Requests a short route to Yucca Mesa to Yucca Valley; currently riders have to take a more circuitous route. <ul style="list-style-type: none"> ○ Atia Baig, DAAS, letter • Basin residents request more trips down the hill to the Palm Springs area <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Need service down Lear Ave in 29 Palms <ul style="list-style-type: none"> ○ Steven Vandivort, call to MBTA • Expand service to include Joshua Tree neighborhood routes <ul style="list-style-type: none"> ○ Anthony Zavala, call to MBTA • The 29 palms bus route going into Palm Springs should also stop in Desert Hot Springs <ul style="list-style-type: none"> ○ Samuel, call to SBCTA • Need fixed-route service down paved portions of Lear Avenue. <ul style="list-style-type: none"> ○ James Necessary, public testimony 	<ul style="list-style-type: none"> • The current SRTP does not address this. The request can be reviewed in MBTA's next SRTP process. • Decreases in ridership, including on Routes 12 and 15, do not support the need to increase frequency. It is recommended that MBTA review these comments during their next SRTP process. • There is a bus stop on Route 1 located Twentynine Palms Highway at Monte Vista Avenue which is 0.1 miles west of Lear Avenue and Twentynine Palms Avenue. At this time there is insufficient demand to sustain frequent service. It is recommended that MBTA review this comment during their next SRTP process. • SRTP does not include any recommendations providing neighborhood service in Joshua Tree. It is recommended that MBTA review this request again if there is an increase in demand. • SunLine services the Coachella Valley which includes Desert Hot Springs. MBTA currently has a MOU in place with SunLine that limits the kinds of service that can be provided in this area. As SunLine currently provides service between Palm Springs to Desert Hot Springs, MBTA riders on Routes 12/ 15 can transfer to a SunLine route to complete their trip(s). MBTA is encouraged to re-open with SunLine a transfer arrangement for the convenience of its passengers. • SRTP does not propose fixed-route service on Lear Avenue although there is a stop at Monte Vista Ave. and Twentynine Palms Highway which is 0.1 miles west of Lear at Twenty-nine Palms Avenue. Service down Lear Avenue can be reviewed during the next SRTP process.

Morongo Basin Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
<ul style="list-style-type: none"> • Received requests to go to Indio Courts and additional services to lower desert. <ul style="list-style-type: none"> ○ Lib Koenig, Morongo Basin Regional Council on Aging and Senior Affairs, public testimony • Need to allow transfers between Ready Ride and fixed-routes for people going to college. <ul style="list-style-type: none"> ○ Lib Koenig, public testimony 	<ul style="list-style-type: none"> • MBTA service to lower desert is restricted to destinations within Palm Springs, under an agreement between MBTA and SunLine Transit. Riders must transfer onto SunLine and pay the fare to complete trips to Indio and other portions of SunLine’s service area. Currently there are no plans to stop in additional areas in the lower desert but existing service connections can be clarified on MBTA’s forthcoming website revision. • The current SRTP recommends implementing a Copper Mountain College Free Fare Pilot Program for Spring Semester 2017. This is expected to go forward as part of the planned countywide but targeted marketing campaign supported by SBCTA and scheduled for summer and the beginning weeks of the fall 2018 semester.
<p>Increased Frequency and Expanded Service Hours</p> <ul style="list-style-type: none"> • Increased frequency in afternoon from Yucca Valley to Morongo Valley. The bus currently only runs once and the 4:40 p.m. run is too late. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Buses should run every 20 to 30 minutes • Buses should run later for people who have night-time events. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Revise schedule and increase frequency on Route 7B to provide service to the college for summer and fall semesters: At the Sky Harbor bus stop: change 7:45 time to 10:45. Add a 13:45 stop. Keep the 15:45 time. <ul style="list-style-type: none"> ○ Janell Woods, call to MBTA 	<p>The current SRTP does not include any recommendations to increase service from Yucca Valley to Morongo Valley nor has ridership reflect this need. It is recommended in the next SRTP that this is reviewed.</p> <p>The current SRTP does not propose to increase frequencies on bus routes or expanded evening service hours. Current ridership numbers do not support the need to increase frequency or increase the span of service. Should ridership increase, it is recommended that MBTA review the cost of increasing the service. These requests should also be reviewed during the next SRTP process.</p> <ul style="list-style-type: none"> • Route 7B does not service the college. However, Route 1 Intercity routes starts at 6:00 a.m. from Yucca Valley, making its first stop at Copper Mountain College at 7:28 a.m., continuing hourly until 9:40 p.m. (2140 hrs.)

Morongo Basin Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
<ul style="list-style-type: none"> • Service in Twentynine Palms should start at 6:00AM <ul style="list-style-type: none"> ○ Alexa Martin, call to MBTA • Service into the Base should start earlier, about 5 a.m. to assist people working on the base. Currently you cannot get to the Commissary earlier than 7:30 a.m. <ul style="list-style-type: none"> ○ Lib Koenig, public testimony • Ready Ride for the Desert Heights region should run a half hour longer so that people can spend more time in Yucca instead of the one hour between connections. <ul style="list-style-type: none"> ○ James Necessary, public testimony • Buses should run later especially for Route 21. There are no other services for Route 21 after hours so it should run later. <ul style="list-style-type: none"> ○ James Necessary, public testimony • I wish buses would run longer such as Route 3B. <ul style="list-style-type: none"> ○ Yolanda Walker, public testimony 	<ul style="list-style-type: none"> • The current SRTP does not include any recommendations regarding start time for Routes 3A and 3B starting one hour early at 6:00 a.m. or even earlier. During the next SRTP process these requests should be reviewed again. • The current SRTP does not propose expanding service hours for Ready Ride; this could be reviewed in the next SRTP process, • The current SRTP does not include an increase in service span at this time; this could be reviewed in the next SRTP process. • The recent SRTP does not include an increase in service span at this time; this could be reviewed in the next SRTP process.
<p>Bus Stop Amenities</p> <ul style="list-style-type: none"> • The bus stop in front of two County Departments (DAAS and TAD). A bench is needed as riders have to sit on the dirt or curb. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • All bus stops should have benches and shelters. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Shelters are needed on Hwy 62 and Lanning Ln in Morongo Valley in both directions. <ul style="list-style-type: none"> ○ Johnnie DeMarcos, call to MBTA 	<ul style="list-style-type: none"> • Placing a bench on the property that is utilized by DAAS and TAD has been discussed and carefully reviewed. Significant ADA improvements will be necessary on the part of the county and property owner prior to the installation of any amenity or the transit agency could be liable to ADA litigation. At this time, MBTA and SBCTA are waiting for DAAS to oversee the necessary improvements before a bench and shelter can be installed that will be fully ADA compliant. • MBTA has an ongoing bus stop improvement program based on funding availability. Bus stops are considered for improvements on the following conditions; safety, accessibility and usage and improvements made in accordance with these findings and MBTAs bus stop improvement plan guidelines.

Morongo Basin Desert Region Unmet Transit Needs Hearing, September 2017

Testimony	Responses
<ul style="list-style-type: none"> • Seniors would benefit from comfort stations (bathrooms) at the transfer centers. <ul style="list-style-type: none"> ○ Lib Koenig, public testimony • Would like to be able to have bicycles on the bus when coming in from Landers. Reportedly customers had to pay first. <ul style="list-style-type: none"> ○ Lib Koenig, public testimony 	<ul style="list-style-type: none"> • Due to MBTA's limited staffing to maintain a public restroom and the lack of physical security to monitor the area including a public restroom that may be a location for illegal activity. • Each MBTA fixed route bus (including Landers) has a two-position bike rack which are on a first come first serve basis. There is no additional charge for customers who occupy a space on the bike rack. For safety reasons bicycles are not allow to be physically placed inside the bus.
<p>Transit Information</p> <ul style="list-style-type: none"> • Information about bus services in Wonder Valley is not available on MBTA's website or Riders Guide. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Reinstate the TREP Program for seniors in unincorporated areas. <ul style="list-style-type: none"> ○ Aita Baig, DAAS, letter • Riders should be allowed to bring more bags onboard. <ul style="list-style-type: none"> ○ Saria Bateman, letter • Seniors should ride for free. <ul style="list-style-type: none"> ○ Saria Bateman, letter 	<ul style="list-style-type: none"> • MBTA will be updating its website via a current countywide transit marketing project through SBCTA. MBTA's service to Wonder Valley service certainly be included. The SRTP recommends updating printed materials and website information for Joshua Tree National Park service. A revised riders guide is currently under development and being updating, anticipated for launch by September 2018. • MBTA was awarded funding to reinstate the TREP program. MBTA commenced its TREP program in January 2018. • MBTA's current policy is no more than six (6) bags with each weighing no more than 25lbs each. Additional bags may create a safety issue as the path of travel within the vehicle must be clear. There is no recommendation to change this policy at this time. • MBTA is required to meet a farebox recovery of 10%. Due to this requirement they are unable to offer free fares. However, intercity route is at a 50% discount and neighborhood at 20% for seniors and disabled.

**AGENDA ITEM
FOUR**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Meeting Notes from The Technical Advisory Committee Meeting Conducted on May 2, 2018.

SUMMARY STATEMENT

Meeting Notes from the Technical Advisory Committee meeting conducted on May 2, 2018.

RECOMMENDED ACTION

Information item only.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Debi Lorrh, Clerk of the Board	N/A	May 21, 2018	4

**VICTOR VALLEY TRANSIT AUTHORITY
TECHNICAL ADVISORY COMMITTEE**

May 2, 2018

MEETING NOTES

The meeting of the Technical Advisory Committee (TAC) of Victor Valley Transit Authority was opened at 3:04 p.m. at Victor Valley Transit Authority, Board room, 17150 Smoke Tree Street, Hesperia, CA.

ROLL CALL

TAC Members

Present:	Orlando Acevedo, Town of AV	Tina Souza, City of Hesperia
	Ro Ratliff, City of Victorville	Cindy Prothro, City of Barstow
Staff Present:	Nancy Strickert, SBCTA	Debi Lorrach, VVTA
	Nancie Goff, VVTA	Marie Downing, VVTA
	Christine Plasting, VVTA	Steven Riggs, VVTA
	Aaron Moore, VVTA	Simon Herrera, VVTA
	Craig Barnes, VVTA	David Flowers, VVTA
	Dustin Strandberg, VVTA	Michelle Ferguson, SBCTA

1. Public Comment.

None.

2. Review Draft Board Agenda.

a. Award Contracts to Vanpool Providers.

Ms. Plasting stated that three (3) bids were received and VVTA has decided to award all three (3) contracts in an effort to keep pricing competitive in the future.

Ms. Prothro made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Ratliff. The motion passed unanimously.

b. Budget Amendment 5310 Award.

This item is to add the projects and the awarded funds to the current budget, Ms. Goff stated. The projects include ADA replacement vehicles and TRIP program funding.

Mr. Acevedo made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Prothro. The motion passed unanimously.

c. Budget Amendment ADA buses, expansion to replacement vehicles.

Ms. Goff explained that when the current budget was approved, it allowed for four (4) ADA expansion vehicles; demand was increasing slightly at the time. More recently demand has taken a downward turn in part due to the efforts of the many CTSA programs. VVTA is recommending that the expansion vehicles be changed to replacement vehicles.

Ms. Ratliff made a motion to recommend the Board approve the staff recommendation, seconded by Mr. Acevedo. The motion passed unanimously.

d. Release RFP 2018-13 Design-Build Barstow Maintenance Facility. RFQ 2017-14 generated eight (8) letters of interest; after extending submission dates, two (2) Statements of Interest were received. These Qualification Statements were deemed acceptable by the evaluation committee and both will receive RFP 2018-13, Ms. Plasting explained.

Mr. Acevedo made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Prothro. The motion passed unanimously.

e. Reject all Proposals received from RFP 2017-13 and Release RFP 2018-14. Ms. Plasting stated that RFP 2017-13 generated three (3) responses. After careful consideration by the Evaluation Committee, due to limited competition and other complications initiated by CALTRANS, it was determined to be in the best interest of VVTA to reject the three proposals received and cancel the solicitation.

Additionally, staff recommends the VVTA Board release RFP 2018–14 Operations and Maintenance Services. This RFP includes minor changes from the original and incorporates the required changes from CALTRANS.

Ms. Prothro made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Ratliff. The motion passed unanimously.

f. Delivery of LNG/RLNG Award.

It is recommended to award this contract to Clean Energy as they were the low bidder through the IFB process; Ms. Plasting reminded TAC that the sale of clean fuels assists VVTA with LCFS credits, increasing available revenue.

Ms. Souza made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Ratliff. The motion passed unanimously.

g. Resolution supporting/direction regarding zero emissions bus fleet.

Ms. Goff stated that Mr. Kane and Mr. Zirges have been staying abreast of the upcoming requirements for transit agencies to transition to zero emission buses such as battery electric buses (ZEB/BEB). This resolution is for the Board to offer its formal support for VVTA's efforts to commit transitioning to ZEB/BEB ahead of the requirements to do so.

Additionally, the feasibility of using ZEB/BEB buses on lengthy routes was discussed; Ms. Prothro asked how many routes are eligible for these buses at this time. Ms. Goff stated there are at least seven (7) in the Victor Valley and two (2) routes in Barstow.

Ms. Prothro made a motion to recommend the Board approve the staff recommendation, seconded by Mr. Acevedo. The motion passed unanimously.

h. Award RFP 2018-05 Bus Mid-Life Rehabilitation.

Ms. Plasting explained that the mid-life rehabilitation plan is VVTA's effort to extend the life of buses. Additionally, Ms. Plasting stated that while the technical scores were extremely close, Cummins pricing was more economical as well as the original manufacturer of the engines.

Ms. Ratliff made a motion to recommend the Board approve the staff recommendation, seconded by Ms. Souza. The motion passed unanimously.

i. FY2017-18 Unmet Needs Hearings.

Ms. Strickert from SBCTA briefly reviewed the testimony received and responses to the same, stating that the majority of the comments are already being addressed by the Comprehensive Operations Analysis (COA). There were no findings of unmet needs.

This item could be presented on the consent calendar, Ms. Strickert said.

j. Closed Session.

No discussion.

3. Budget Update.

The draft budget will be delayed until the June TAC meeting, Mr. Riggs stated. The delay is due to the operations and maintenance costs being unknown at this time; the bids received were not a wide variety of bidders and there was no substantial competition. VVTA will bring a continuing resolution to the Board in June with a final budget expected in August.

4. Bus stop shelters/benches/lighting.

Ms. Goff asked TAC if there was any need for orders for any bus stop amenities needs.

5. SBCTA Update.

The unmet needs hearing is coming up, Ms. Strickert said, and this year it will be held in Barstow at the August 20th Board meeting. Ms. Strickert also touched on the LCTOP marketing campaign that is in progress; mailers with free 5-day passes were distributed via USPS in Barstow and the passes are good on all fixed route, county and BV-Link buses.

6. Transfer Centers Update (Williams Street, Hesperia, Victorville).

Ms. Plasting shared that the owners of the property at Sage and 7th in Victorville have agreed to sell the land and a pre-offer is currently being reviewed by counsel. The Hesperia property appraisal is due next week. Ms. Prothro shared that she and the Barstow City Engineer have agreed that some changes need to be made to the Williams Street proposed plans and are working on refining those changes.

7. VVC new construction/traffic patterns.

No discussion; postponed to June 2018 TAC meeting.

8. Other Business.

Mr. Moore shared that Rutgers and NTI (National Transit Institute) have chosen VVTA's model in advanced mobility management for a class that will now be offered to people nationwide. This is quite an honor for VVTA.

9. Adjournment: 4:10 pm

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**AGENDA ITEM
FIVE**

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Management reports.

SUMMARY STATEMENT

The attached Performance Reports are presented to the Board of Directors to provide an overview of the transit system's costs and performance.

- Transdev invoice for March, VVTA and BAT.
- Monthly Performance Charts: Passengers Per Revenue Hour, VVTA and BAT.
- Monthly Performance Statistics Systemwide Summary.
- Monthly Ridership Report.
- Program Statistics: Operating Costs and Passenger Revenue, VVTA and BAT.
- Fort Irwin Revenue and Expenses through March.
- Monthly Complaint and Compliment Reports.
- Lift Deployment and Bike Rack Use Logs, VVTA and BAT.
- Monthly ADA Denial Report.
- Transdev On Time Performance Report FY 2017.
- Miles Between Roadcalls for March.
- PERMA Loss Detail Report for March.
- Veterans Pass Sales Update.

RECOMMENDED ACTION

Information items only.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Kevin Kane, Executive Director	N/A	May 21, 2018	5

Transdev
Transportation Services
 17150 Smoke Tree St.
 Hesperia Calif. 92345

INVOICE NO. "000318-IN0003-Revised

BILL TO Victor Valley Transit Authority
 17150 Smoke Tree St.
 Hesperia, Calif 92345

DATE 04/09/2018

CONTRACT NAME:
 Victor Valley Transit

Attention: Mr. Kevin Kane
 Executive Director

MONTH

March

BILLING PERIOD 02/ 03/01/18 to 03/31/18

	Budgeted Revenue hours	Actual Revenue hours	Budgeted Expense	Actual Expense	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
ADA ParaTransit	3,522.00	3,449.00	\$238,862.04	\$233,911.18	(\$4,950.86)	\$2,149,758.36	\$2,017,769.11	(131,989.25)
Subscription	1,055.00	1,214.00	\$71,550.10	\$82,333.48	\$10,783.38	\$643,950.90	\$697,627.04	53,676.14
Regional Fixed Rt	10,737.75	10,716.00	\$641,902.70	\$640,602.48	(\$1,300.22)	\$5,496,162.45	\$5,486,787.69	(9,374.76)
County	2,589.30	2,584.00	\$154,788.35	\$154,471.52	(\$316.83)	\$1,250,375.82	\$1,249,222.66	(1,153.16)
Dead Head LV-Rte.#23	15.50	15.50	\$926.59	\$926.59	\$0.00	\$8,040.41	\$8,040.41	0.00
Rte. 200	40.00	40.00	\$2,391.20	\$2,391.20	\$0.00	\$22,716.40	\$21,461.02	(1,255.38)
B.V. Link/Lifeline	658.35	653.00	\$39,356.16	\$39,036.34	(\$319.82)	\$334,098.45	\$333,572.40	(526.05)
Dead Head BV	22.00	22.00	\$1,315.16	\$1,315.16	\$0.00	\$11,358.20	\$11,477.76	119.56
Fort Irwin	635.80	577.00	\$38,008.12	\$34,493.06	(\$3,515.06)	\$326,105.27	\$321,795.74	(4,309.53)
Dead Head FI	82.50	82.50	\$4,931.85	\$4,931.85	\$0.00	\$42,593.26	\$42,592.99	(0.27)
SUBTOTALS	19,358.20	19,353.00	\$1,194,032.28	\$1,194,412.86	\$380.58	\$10,285,159.52	\$10,190,346.82	(94,812.70)

* County routes include 20,21,22,23 and 24

TOTAL INVOICE INCLUDING VARIANCE

\$1,194,412.86

Please REMIT TO:
 Transdev Inc.
 4157 Collection Center Drive
 Chicago, IL 60693

Manager's Signature and Business Phone

Transdev
 Transportation Services
 1612 State St.
 Barstow Ca. 92311

INVOICE NO. "000033118-INS-03B

DATE 04/09/2018

BILL TO Victor Valley Transit Authority
 17150 Smoke Tree St.
 Hesperia, Calif 92345

CONTRACT NAME:
 Victor Valley

Attention: Mr. Kevin Kane
 Executive Director

MONTH March BILLING PERIOD 03/01/18 to 03/31/18

	March 18 Budgeted HOURS	March 18 ACTUAL HOURS	March 18 Budgeted REVENUE	March 18 ACTUAL REVENUE	March 18 Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
Fixed Route	1926.71	1926.00	\$115,178.72	\$115,136.28	(\$42.44)	\$967,257.76	\$970,587.90	\$3,330.14
County	791.31	790.00	\$47,304.51	\$47,226.20	(\$78.31)	\$357,541.78	\$380,021.46	\$22,479.68
DAR	620.00	342.00	\$42,048.40	\$23,194.44	(\$18,853.96)	\$442,457.68	\$261,600.73	(\$180,856.95)
SUBTOTALS	3,338.02	3,058.00	\$204,531.64	\$185,556.92	(\$18,974.72)	\$1,767,257.22	\$1,612,210.09	(\$155,047.13)

TOTAL INVOICE \$185,556.92

Please REMIT TO:
 Transdev Inc.
 4157 Collection Center Drive
 Chicago, IL 60693

 Manager's Signature and Business Phone



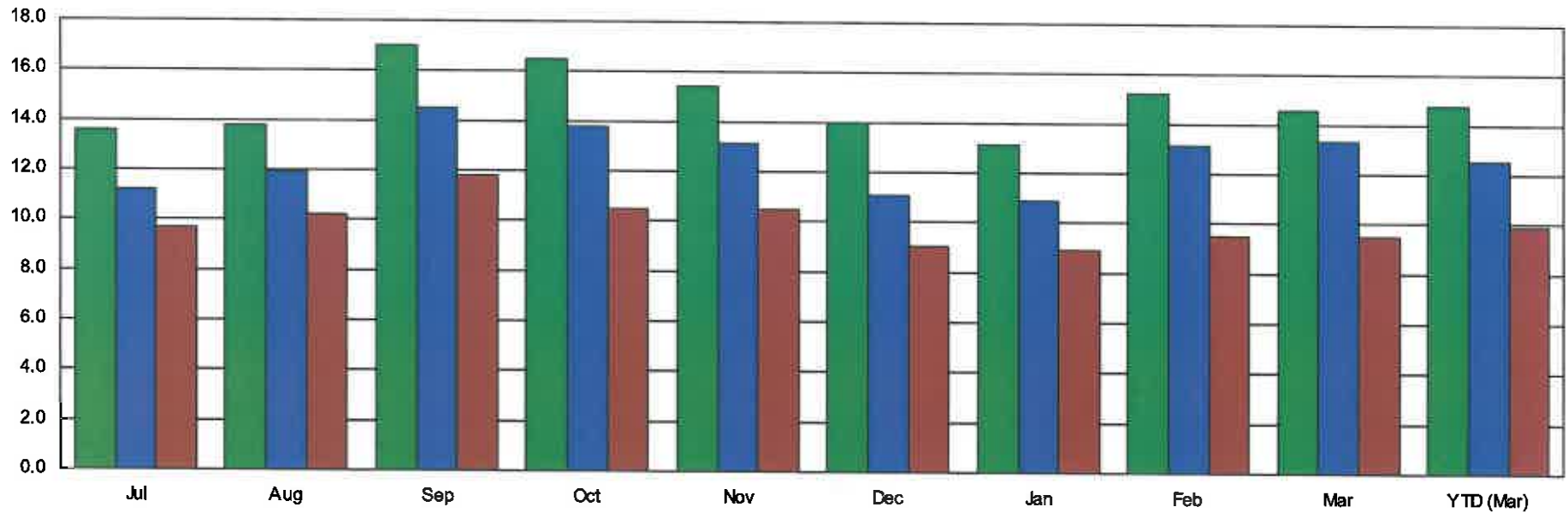
FY 2018 -- Monthly Performance Charts

Program - Regional Routes
Year-To-Date through March
All Routes

Passengers Per Revenue Hour

Target: None

Two Years Prior Prior Year Current Year



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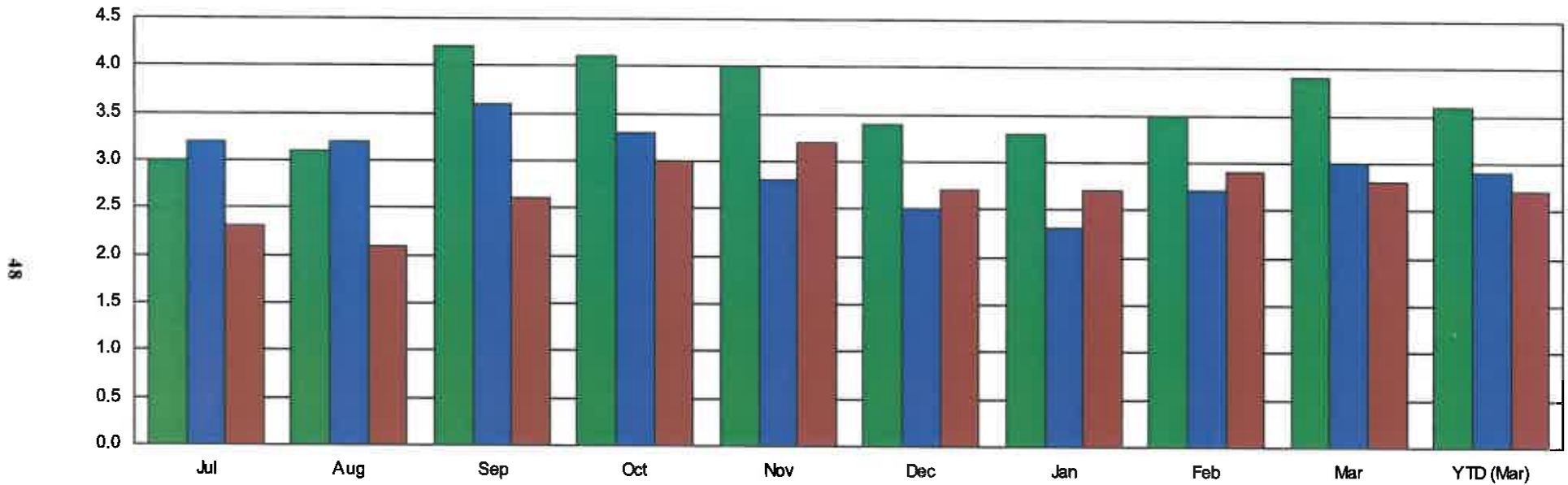
FY 2018 -- Monthly Performance Charts

Program - County Routes
Year-To-Date through March
All Routes

Passengers Per Revenue Hour

Target: None

■ Two Years Prior ■ Prior Year ■ Current Year





FY 2018 -- Monthly Performance Charts

Program - Community Transit

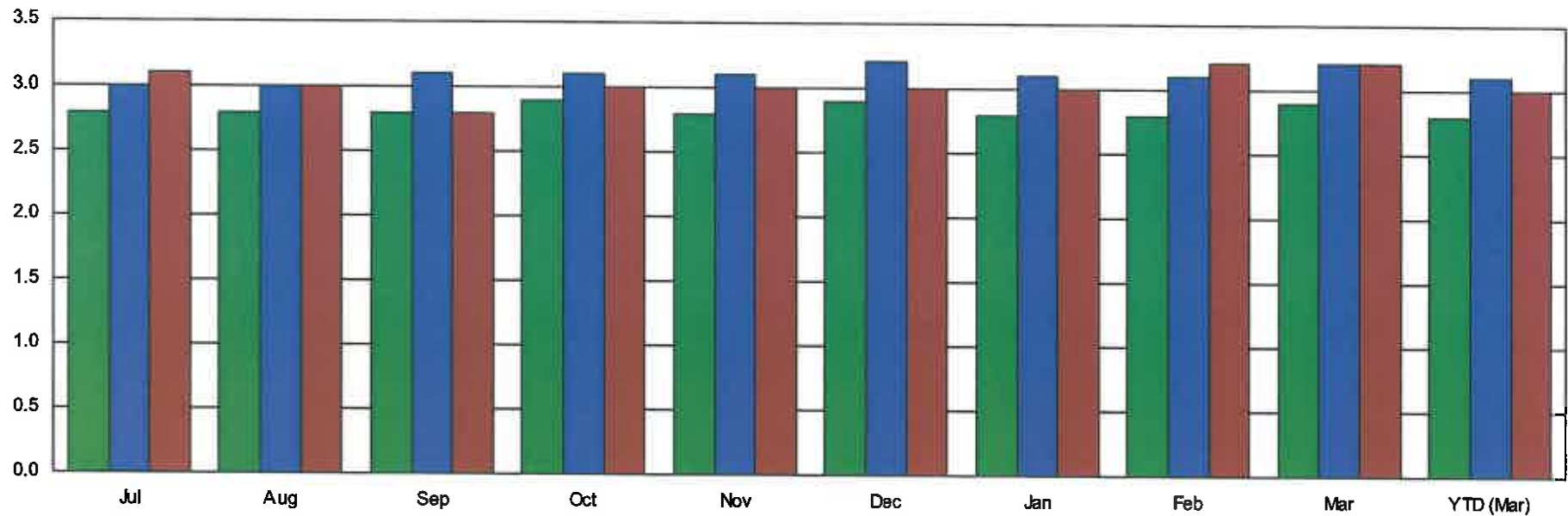
Year-To-Date through March

All Routes

Passengers Per Revenue Hour

Target: None

Two Years Prior Prior Year Current Year





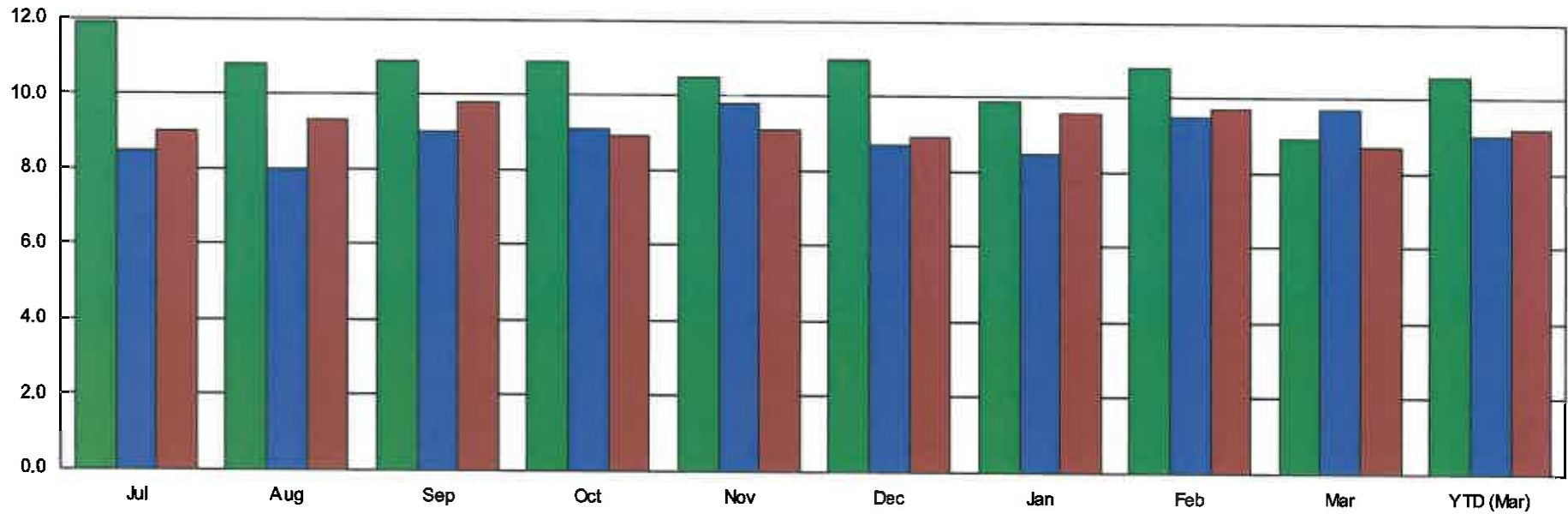
FY 2018 -- Monthly Performance Charts

Program - Intercity
Year-To-Date through March
All Routes

Passengers Per Revenue Hour

Target: None

Two Years Prior Prior Year Current Year





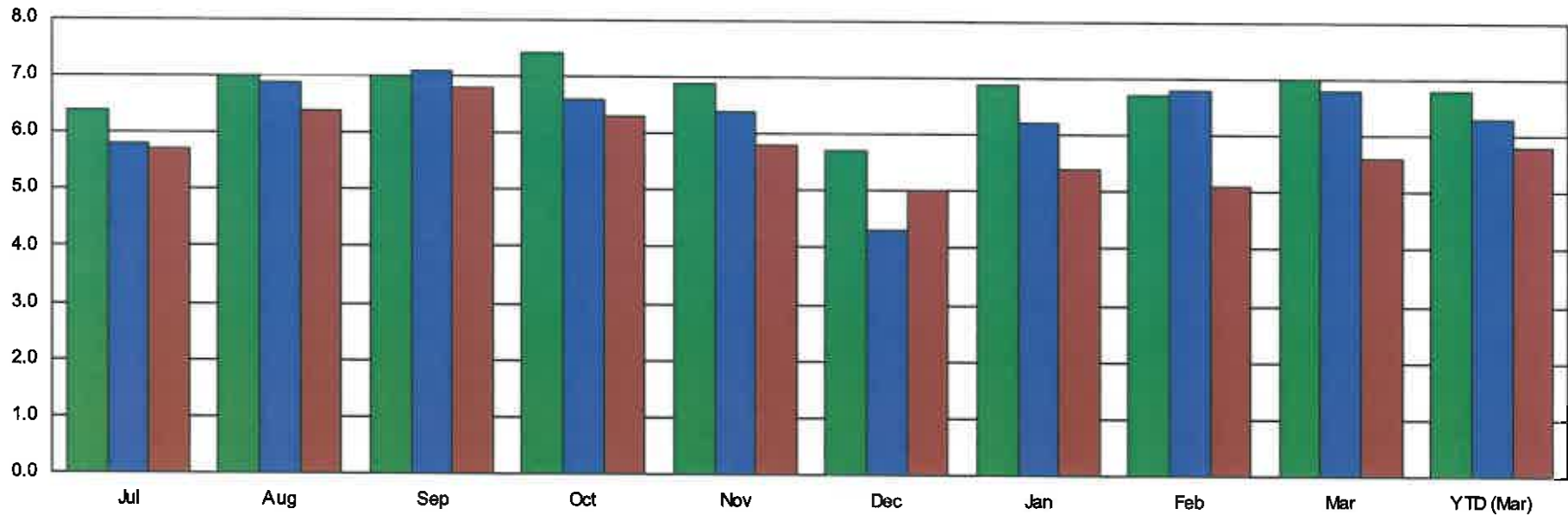
FY 2018 -- Monthly Performance Charts

Program - Commuter Bus
Year-To-Date through March
All Routes

Passengers Per Revenue Hour

Target: None

Two Years Prior Prior Year Current Year





FY 2018 -- Monthly Performance Charts

Program - Barstow City Fixed Routes

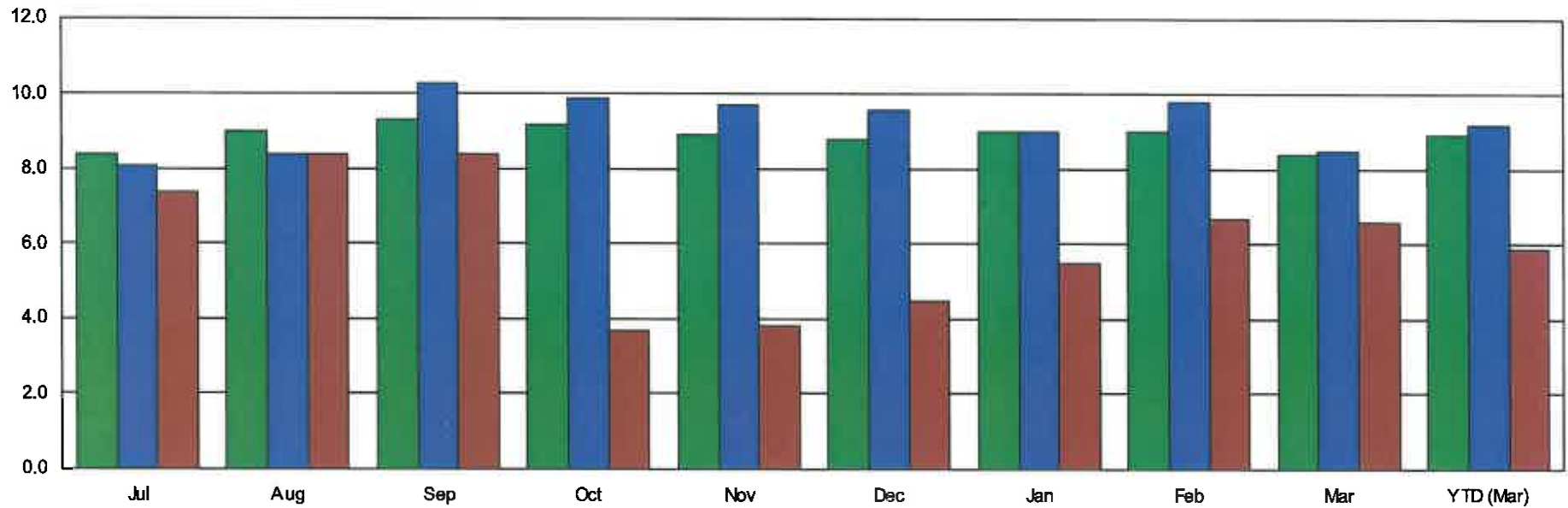
Year-To-Date through March

All Routes

Passengers Per Revenue Hour

Target: None

Two Years Prior Prior Year Current Year



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FY 2018 -- Monthly Performance Charts

Program - Barstow County Routes

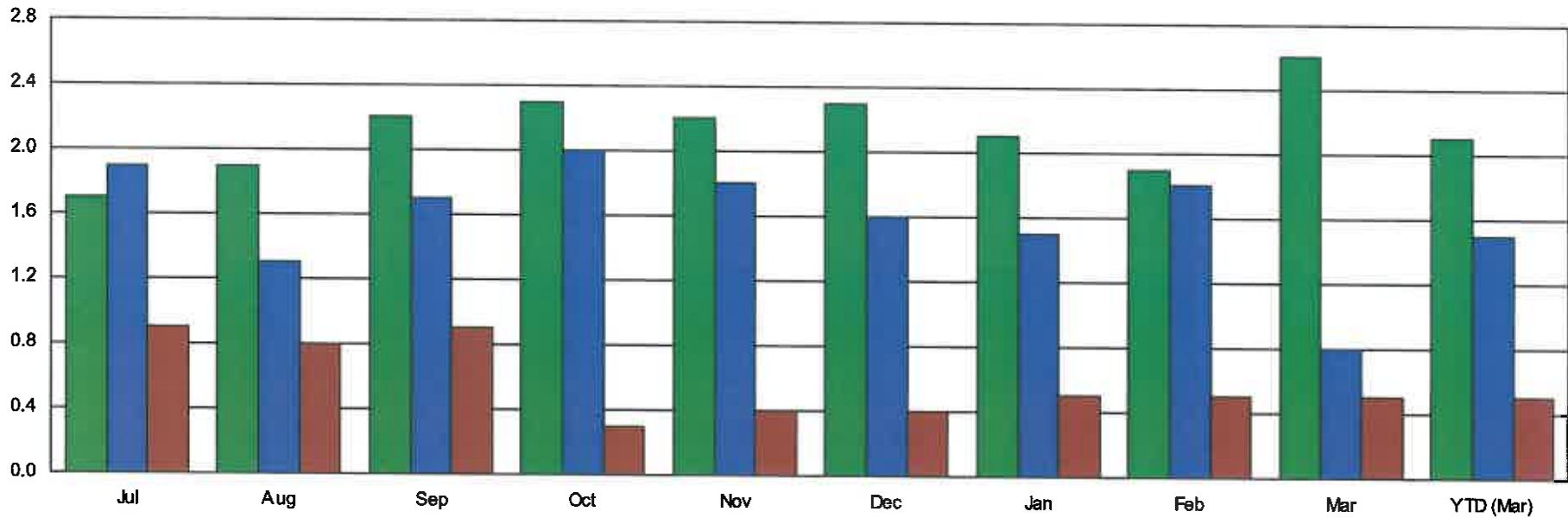
Year-To-Date through March

All Routes

Passengers Per Revenue Hour

Target: None

■ Two Years Prior ■ Prior Year ■ Current Year





FY 2018 -- Monthly Performance Charts

Program - Barstow Demand Response

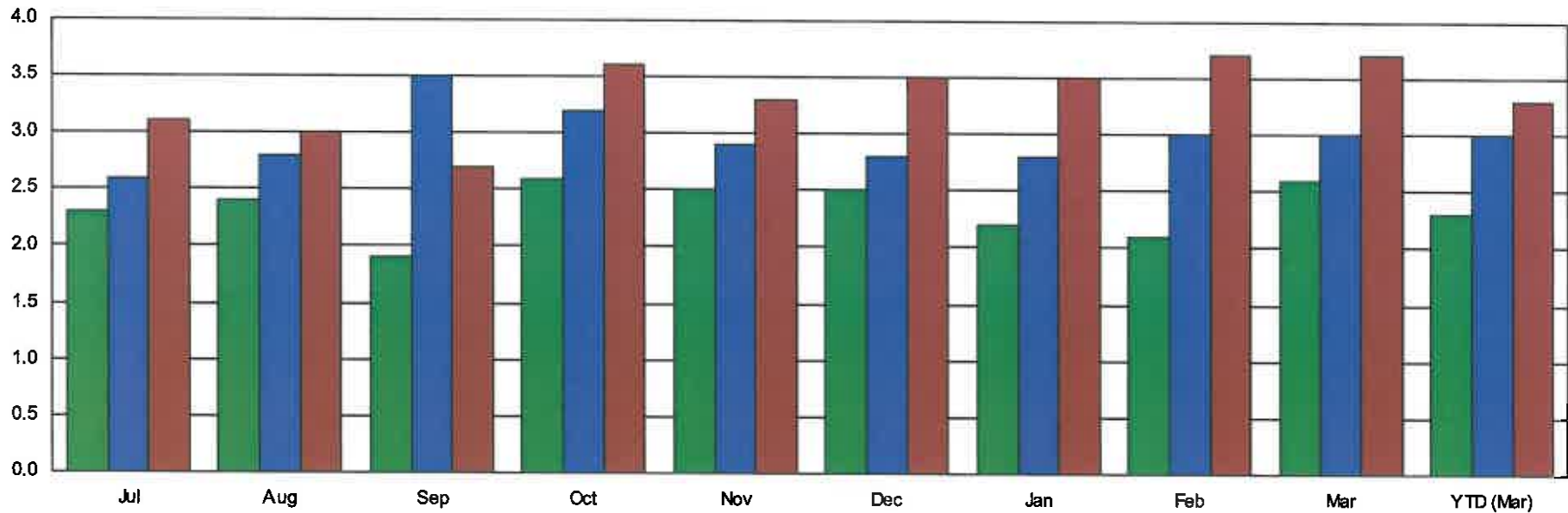
Year-To-Date through March

All Routes

Passengers Per Revenue Hour

Target: None

■ Two Years Prior ■ Prior Year ■ Current Year





FY 2018 -- Monthly Performance Statistics
Systemwide Summary
All Routes

Performance Statistics for March

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
Reporting Route #:										
1	4,044	385.0	\$28,216	\$2,681	10.5	\$6.98	\$73.29	\$0.66	\$6.96	9.50%
2	2,771	386.5	\$28,413	\$1,837	7.2	\$10.25	\$73.51	\$0.66	\$4.75	6.46%
3	3,179	768.0	\$57,393	\$2,107	4.1	\$18.05	\$74.73	\$0.66	\$2.74	3.67%
6	2,644	386.5	\$28,627	\$1,753	6.8	\$10.83	\$74.06	\$0.66	\$4.53	6.12%
15	6,100	652.7	\$59,490	\$24,490	9.3	\$9.75	\$91.15	\$4.01	\$37.52	41.17%
21	830	866.2	\$63,262	\$836	1.0	\$76.22	\$73.03	\$1.01	\$0.97	1.32%
22	1,330	414.2	\$30,829	\$1,340	3.2	\$23.18	\$74.43	\$1.01	\$3.23	4.35%
23	1,629	452.9	\$33,942	\$1,641	3.6	\$20.84	\$74.94	\$1.01	\$3.62	4.83%
24	3,449	850.6	\$61,533	\$3,474	4.1	\$17.84	\$72.34	\$1.01	\$4.08	5.65%
28	170	398.0	\$29,112	\$1,266	0.4	\$171.25	\$73.15	\$7.45	\$3.18	4.35%
29	227	391.6	\$28,678	\$1,690	0.6	\$126.33	\$73.23	\$7.45	\$4.32	5.89%
31	9,853	623.7	\$48,581	\$13,926	15.8	\$4.93	\$77.89	\$1.41	\$22.33	28.67%
32	9,724	862.4	\$68,345	\$13,744	11.3	\$7.03	\$79.25	\$1.41	\$15.94	20.11%
33	3,258	417.4	\$34,034	\$4,605	7.8	\$10.45	\$81.54	\$1.41	\$11.03	13.53%
40	1,977	412.3	\$32,021	\$2,794	4.8	\$16.20	\$77.66	\$1.41	\$6.78	8.73%
41	13,606	1,241.8	\$94,254	\$19,230	11.0	\$6.93	\$75.90	\$1.41	\$15.49	20.40%
42	1,395	857.9	\$68,674	\$1,972	1.6	\$49.23	\$80.05	\$1.41	\$2.30	2.87%
43	7,519	561.9	\$44,803	\$10,627	13.4	\$5.96	\$79.74	\$1.41	\$18.91	23.72%
47	1,388	412.5	\$31,451	\$1,962	3.4	\$22.66	\$76.24	\$1.41	\$4.76	6.24%
50	11,109	860.7	\$65,865	\$15,701	12.9	\$5.93	\$76.53	\$1.41	\$18.24	23.84%
50X	1,711	114.8	\$8,924	\$2,418	14.9	\$5.22	\$77.77	\$1.41	\$21.07	27.10%
51	4,861	431.0	\$32,404	\$6,870	11.3	\$6.67	\$75.19	\$1.41	\$15.94	21.20%
52	10,271	1,011.0	\$76,307	\$14,517	10.2	\$7.43	\$75.48	\$1.41	\$14.36	19.02%
53	8,337	796.3	\$60,368	\$11,783	10.5	\$7.24	\$75.82	\$1.41	\$14.80	19.52%



FY 2018 -- Monthly Performance Statistics
Systemwide Summary
All Routes

Performance Statistics for March

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
54	3,387	410.2	\$31,842	\$4,787	8.3	\$9.40	\$77.63	\$1.41	\$11.67	15.03%
55	5,267	431.0	\$32,994	\$7,444	12.2	\$6.26	\$76.55	\$1.41	\$17.27	22.56%
66	1,237	410.3	\$32,648	\$1,748	3.0	\$26.39	\$79.57	\$1.41	\$4.26	5.36%
68	6,551	860.1	\$67,163	\$9,259	7.6	\$10.25	\$78.09	\$1.41	\$10.77	13.79%
101	3,564	635.8	\$57,490	\$36,863	5.6	\$16.13	\$90.42	\$10.34	\$57.98	64.12%
200	45	50.0	\$539	\$181	0.9	\$11.98	\$10.78	\$4.01	\$3.61	33.52%
ADA	9,074	3,449.0	\$297,502	\$23,283	2.6	\$32.79	\$86.26	\$2.57	\$6.75	7.83%
DR - BAT	1,255	342.1	\$30,342	\$2,709	3.7	\$24.18	\$88.69	\$2.16	\$7.92	8.93%
SUB	5,741	1,214.1	\$106,637	\$14,731	4.7	\$18.57	\$87.83	\$2.57	\$12.13	13.81%
VP - Enter	22,609	4,259.7	\$33,461		5.3	\$1.48	\$7.86			
VP - VPSI	28,525	5,074.1	\$39,799		5.6	\$1.40	\$7.84			
Program:										
Barstow City Fixed Routes	12,638	1,926.0	\$142,649	\$8,377	6.6	\$11.29	\$74.06	\$0.66	\$4.35	5.87%
Barstow County Routes	397	789.6	\$57,790	\$2,956	0.5	\$145.57	\$73.19	\$7.45	\$3.74	5.12%
Barstow Demand Response	1,255	342.1	\$30,342	\$2,709	3.7	\$24.18	\$88.69	\$2.16	\$7.92	8.93%
Community Transit	14,815	4,663.1	\$404,140	\$38,014	3.2	\$27.28	\$86.67	\$2.57	\$8.15	9.41%
Commuter Bus	3,564	635.8	\$57,490	\$36,863	5.6	\$16.13	\$90.42	\$10.34	\$57.98	64.12%
County Routes	7,238	2,583.9	\$189,565	\$7,290	2.8	\$26.19	\$73.36	\$1.01	\$2.82	3.85%
Intercity	6,145	702.7	\$60,029	\$24,671	8.7	\$9.77	\$85.43	\$4.01	\$35.11	41.10%
Regional Routes	101,451	10,715.1	\$830,679	\$143,387	9.5	\$8.19	\$77.52	\$1.41	\$13.38	17.26%
Van Pools	51,134	9,333.8	\$73,260		5.5	\$1.43	\$7.85			
Mode:										
Bus (Motorbus)	127,869	16,717.3	\$1,280,712	\$186,681	7.6	\$10.02	\$76.61	\$1.46	\$11.17	14.58%
Commuter Bus	3,564	635.8	\$57,490	\$36,863	5.6	\$16.13	\$90.42	\$10.34	\$57.98	64.12%



FY 2018 -- Monthly Performance Statistics
Systemwide Summary
All Routes

Performance Statistics for March

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
Demand Response	16,070	5,005.3	\$434,482	\$40,723	3.2	\$27.04	\$86.80	\$2.53	\$8.14	9.37%
Vanpool	51,134	9,333.8	\$73,260		5.5	\$1.43	\$7.85			
System Total:	198,637	31,692.2	\$1,845,943	\$264,267	6.3	\$9.29	\$58.25	\$1.33	\$8.34	14.32%

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Monthly Ridership Report

March, FY 2018

Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
Route Subtotals						
1	4,833	4,044	14.4	10.5	16.79%	9.50%
101	4,424	3,564	6.8	5.6	68.78%	64.12%
15	6,745	6,100	10.3	9.3	48.40%	41.17%
2	2,999	2,771	8.9	7.2	10.34%	6.46%
20	174		0.5		0.82%	
200	38	45	0.8	0.9	27.26%	33.52%
21	2,104	830	4.6	1.0	7.43%	1.32%
22	1,777	1,330	4.2	3.2	6.70%	4.35%
23	1,783	1,629	4.0	3.6	6.20%	4.83%
24	512	3,449	1.2	4.1	1.93%	5.65%
28	198	170	0.8	0.4	3.75%	4.35%
29	257	227	0.9	0.6	4.53%	5.89%
3	3,645	3,179	5.4	4.1	6.29%	3.67%
31	13,260	9,853	20.8	15.8	30.55%	28.67%
32	10,010	9,724	11.5	11.3	16.86%	20.11%
33	3,665	3,258	8.7	7.8	12.20%	13.53%
40	2,896	1,977	7.0	4.8	10.48%	8.73%
41	19,258	13,606	15.2	11.0	23.36%	20.40%
42		1,395		1.6		2.87%
43	10,292	7,519	18.0	13.4	25.87%	23.72%
44	6,115		7.1		10.62%	
47	1,823	1,388	4.4	3.4	6.81%	6.24%
48	5,571		11.0		16.90%	
50	18,010	11,109	22.6	12.9	34.06%	23.84%
50X	2,730	1,711	22.5	14.9	33.36%	27.10%
51	5,516	4,861	12.7	11.3	19.69%	21.20%
52	11,428	10,271	18.0	10.2	27.03%	19.02%
53	9,629	8,337	10.8	10.5	16.75%	19.52%
54	4,494	3,387	10.9	8.3	15.75%	15.03%
55	6,769	5,267	15.6	12.2	23.14%	22.56%
6		2,644		6.8		6.12%

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Monthly Ridership Report

March, FY 2018

Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
66	2,559	1,237	6.2	3.0	9.55%	5.36%
68		6,551		7.6		13.79%
ADA	9,971	9,074	2.7	2.6	8.94%	7.83%
DR - BAT	1,661	1,255	3.0	3.7	5.07%	8.93%
SUB	5,438	5,741	4.6	4.7	14.96%	13.81%
VP - Enter	19,213	22,609	5.3	5.3		
VP - VPSI	37,366	28,525	5.7	5.6		
Program Subtotals						
Barstow City Fixed Routes	11,477	12,638	8.5	6.6	9.92%	5.87%
Barstow County Routes	455	397	0.8	0.5	4.15%	5.12%
Barstow Demand Response	1,661	1,255	3.0	3.7	5.07%	8.93%
Community Transit	15,409	14,815	3.2	3.2	10.42%	9.41%
Commuter Bus	4,424	3,564	6.8	5.6	68.78%	64.12%
County Routes	6,350	7,238	3.0	2.8	4.84%	3.85%
Intercity	6,783	6,145	9.7	8.7	48.19%	41.10%
Regional Routes	134,025	101,451	13.3	9.5	19.90%	17.26%
Van Pools	56,579	51,134	5.6	5.5		
System Total	237,163	198,637	7.7	6.3	16.03%	14.32%

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow City Fixed Routes

All Routes

Operating Costs					
Target = \$1,752,575					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$89,798	\$146,048	\$95,364	(\$50,684)	(34.70%)
Aug	\$97,900	\$146,048	\$91,751	(\$54,297)	(37.17%)
Sep	\$90,996	\$146,048	\$89,608	(\$56,440)	(38.64%)
Oct	\$92,456	\$146,048	\$132,163	(\$13,885)	(9.50%)
Nov	\$88,010	\$146,048	\$125,503	(\$20,545)	(14.06%)
Dec	\$95,030	\$146,048	\$130,070	(\$15,978)	(10.94%)
Jan	\$94,573	\$146,048	\$135,978	(\$10,069)	(6.89%)
Feb	\$84,216	\$146,048	\$125,103	(\$20,945)	(14.34%)
Mar	\$94,926	\$146,048	\$142,649	(\$3,399)	(2.32%)
YTD Total	\$827,905	\$1,314,431	\$1,068,187	(\$246,244)	(18.73%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow County Routes

All Routes

Operating Costs					
Target = \$701,443					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$24,928	\$58,454	\$34,406	(\$24,048)	(41.13%)
Aug	\$35,444	\$58,454	\$39,216	(\$19,237)	(32.91%)
Sep	\$31,876	\$58,454	\$37,110	(\$21,344)	(36.51%)
Oct	\$23,841	\$58,454	\$53,742	(\$4,712)	(8.06%)
Nov	\$22,448	\$58,454	\$50,423	(\$8,030)	(13.73%)
Dec	\$24,179	\$58,454	\$52,244	(\$6,209)	(10.62%)
Jan	\$22,972	\$58,454	\$55,261	(\$3,193)	(5.46%)
Feb	\$21,381	\$58,454	\$51,374	(\$7,080)	(12.11%)
Mar	\$40,489	\$58,454	\$57,790	(\$664)	(1.13%)
YTD Total	\$247,558	\$526,082	\$431,565	(\$94,517)	(17.96%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow Demand Response

All Routes

Operating Costs					
Target = \$608,847					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$42,273	\$50,737	\$41,207	(\$9,531)	(18.78%)
Aug	\$41,387	\$50,737	\$39,329	(\$11,409)	(22.48%)
Sep	\$46,122	\$50,737	\$35,857	(\$14,881)	(29.32%)
Oct	\$53,317	\$50,737	\$32,389	(\$18,349)	(36.16%)
Nov	\$46,934	\$50,737	\$29,902	(\$20,835)	(41.06%)
Dec	\$43,563	\$50,737	\$28,360	(\$22,377)	(44.10%)
Jan	\$45,645	\$50,737	\$27,391	(\$23,346)	(46.01%)
Feb	\$41,970	\$50,737	\$26,228	(\$24,509)	(48.30%)
Mar	\$46,310	\$50,737	\$30,342	(\$20,395)	(40.19%)
YTD Total	\$407,521	\$456,635	\$291,004	(\$165,631)	(36.27%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Regional Routes

All Routes

Operating Costs					
Target = \$9,440,103					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$715,929	\$786,675	\$781,116	(\$5,559)	(0.70%)
Aug	\$775,746	\$786,675	\$800,155	\$13,479	1.71%
Sep	\$744,842	\$786,675	\$790,142	\$3,467	0.44%
Oct	\$784,924	\$786,675	\$827,528	\$40,853	5.19%
Nov	\$723,247	\$786,675	\$738,749	(\$47,926)	(6.09%)
Dec	\$1,067,254	\$786,675	\$1,073,661	\$286,986	36.48%
Jan	\$751,591	\$786,675	\$827,098	\$40,423	5.13%
Feb	\$675,229	\$786,675	\$747,046	(\$39,630)	(5.03%)
Mar	\$816,223	\$786,675	\$830,679	\$44,004	5.59%
YTD Total	\$7,054,985	\$7,080,077	\$7,416,174	\$336,097	4.74%

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FY 2018 -- Program Statistics

Year-To-Date Through March

County Routes

All Routes

Operating Costs					
Target = \$1,878,132					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$114,309	\$156,511	\$155,446	(\$1,065)	(0.68%)
Aug	\$122,181	\$156,511	\$150,141	(\$6,370)	(4.07%)
Sep	\$116,569	\$156,511	\$145,751	(\$10,760)	(6.87%)
Oct	\$131,141	\$156,511	\$181,546	\$25,035	15.99%
Nov	\$141,738	\$156,511	\$168,871	\$12,360	7.89%
Dec	\$211,182	\$156,511	\$245,951	\$89,440	57.14%
Jan	\$147,193	\$156,511	\$185,538	\$29,027	18.54%
Feb	\$133,820	\$156,511	\$169,645	\$13,134	8.39%
Mar	\$153,791	\$156,511	\$189,565	\$33,054	21.11%
YTD Total	\$1,271,922	\$1,408,599	\$1,592,453	\$183,854	13.05%

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FY 2018 -- Program Statistics

Year-To-Date Through March

Community Transit

All Routes

Operating Costs					
Target = \$4,943,141					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$370,326	\$411,928	\$380,528	(\$31,400)	(7.62%)
Aug	\$414,502	\$411,928	\$411,041	(\$888)	(0.21%)
Sep	\$411,644	\$411,928	\$407,342	(\$4,587)	(1.11%)
Oct	\$414,590	\$411,928	\$409,181	(\$2,748)	(0.66%)
Nov	\$370,485	\$411,928	\$366,745	(\$45,184)	(10.96%)
Dec	\$492,021	\$411,928	\$460,638	\$48,709	11.82%
Jan	\$376,727	\$411,928	\$406,587	(\$5,341)	(1.29%)
Feb	\$363,151	\$411,928	\$350,943	(\$60,986)	(14.80%)
Mar	\$424,040	\$411,928	\$404,140	(\$7,789)	(1.89%)
YTD Total	\$3,637,485	\$3,707,356	\$3,597,143	(\$110,213)	(2.97%)



FY 2018 -- Program Statistics

Year-To-Date Through March

Intercity

All Routes

Operating Costs					
Target = \$749,516					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$48,321	\$62,460	\$56,368	(\$6,092)	(9.75%)
Aug	\$53,859	\$62,460	\$55,331	(\$7,129)	(11.41%)
Sep	\$51,924	\$62,460	\$54,873	(\$7,586)	(12.14%)
Oct	\$55,594	\$62,460	\$54,601	(\$7,858)	(12.58%)
Nov	\$49,611	\$62,460	\$51,216	(\$11,244)	(18.00%)
Dec	\$73,373	\$62,460	\$73,566	\$11,106	17.78%
Jan	\$55,727	\$62,460	\$57,666	(\$4,794)	(7.67%)
Feb	\$52,018	\$62,460	\$51,681	(\$10,779)	(17.25%)
Mar	\$58,017	\$62,460	\$60,029	(\$2,430)	(3.89%)
YTD Total	\$498,445	\$562,137	\$515,331	(\$46,806)	(8.32%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Commuter Bus

All Routes

Operating Costs					
Target = \$705,266					
Month	FY 2017 Actual Costs	FY 2018 Budget Costs	FY 2018 Actual Costs	Budget Variance	% Variance
Jul	\$58,058	\$45,833	\$53,649	\$7,816	17.05%
Aug	\$67,358	\$45,833	\$60,185	\$14,352	31.31%
Sep	\$57,937	\$45,833	\$54,648	\$8,815	19.23%
Oct	\$58,285	\$45,833	\$56,925	\$11,092	24.20%
Nov	\$58,242	\$45,833	\$55,678	\$9,845	21.47%
Dec	\$78,890	\$45,833	\$70,680	\$24,847	54.21%
Jan	\$57,987	\$45,833	\$61,052	\$15,219	33.20%
Feb	\$52,784	\$45,833	\$54,853	\$9,020	19.67%
Mar	\$61,568	\$45,833	\$57,490	\$11,657	25.43%
YTD Total	\$551,110	\$412,497	\$525,159	\$112,662	27.31%

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FY 2018 -- Program Statistics

Year-To-Date Through March

Regional Routes

All Routes

Passenger Revenue					
Target = \$1,350,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$84,121	\$112,500	\$72,952	(\$39,548)	(35.15%)
Aug	\$129,998	\$112,500	\$87,423	(\$25,077)	(22.29%)
Sep	\$121,169	\$112,500	\$98,721	(\$13,779)	(12.24%)
Oct	\$86,374	\$112,500	\$84,355	(\$28,145)	(25.01%)
Nov	\$152,678	\$112,500	\$162,660	\$50,160	44.58%
Dec	\$78,827	\$112,500	\$84,466	(\$28,034)	(24.91%)
Jan	\$80,964	\$112,500	\$82,349	(\$30,151)	(26.80%)
Feb	\$88,542	\$112,500	\$73,761	(\$38,739)	(34.43%)
Mar	\$162,456	\$112,500	\$143,387	\$30,887	27.45%
YTD Total	\$985,130	\$1,012,500	\$890,075	(\$122,425)	(12.09%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

County Routes

All Routes

Passenger Revenue					
Target = \$160,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$5,637	\$13,333	\$7,579	(\$5,755)	(43.16%)
Aug	\$13,667	\$13,333	\$47,584	\$34,251	256.88%
Sep	\$8,594	\$13,333	\$6,380	(\$6,953)	(52.14%)
Oct	\$43,812	\$13,333	\$10,503	(\$2,830)	(21.22%)
Nov	\$14,500	\$13,333	\$7,159	(\$6,174)	(46.30%)
Dec	\$4,676	\$13,333	\$8,573	(\$4,760)	(35.70%)
Jan	\$6,126	\$13,333	\$13,913	\$580	4.34%
Feb	\$5,763	\$13,333	\$6,035	(\$7,298)	(54.73%)
Mar	\$7,437	\$13,333	\$7,290	(\$6,043)	(45.32%)
YTD Total	\$110,211	\$120,000	\$115,017	(\$4,983)	(4.15%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Community Transit

All Routes

Passenger Revenue					
Target = \$555,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$42,533	\$46,250	\$41,113	(\$5,137)	(11.10%)
Aug	\$43,101	\$46,250	\$43,072	(\$3,178)	(6.87%)
Sep	\$44,709	\$46,250	\$48,824	\$2,574	5.56%
Oct	\$38,492	\$46,250	\$46,592	\$342	0.73%
Nov	\$44,870	\$46,250	\$41,087	(\$5,163)	(11.16%)
Dec	\$45,565	\$46,250	\$44,026	(\$2,224)	(4.80%)
Jan	\$43,027	\$46,250	\$34,356	(\$11,894)	(25.71%)
Feb	\$46,191	\$46,250	\$41,618	(\$4,632)	(10.01%)
Mar	\$44,187	\$46,250	\$38,014	(\$8,236)	(17.80%)
YTD Total	\$392,675	\$416,250	\$378,701	(\$37,549)	(9.02%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Intercity

All Routes

Passenger Revenue					
Target = \$327,150					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$20,004	\$27,263	\$22,440	(\$4,823)	(17.68%)
Aug	\$21,925	\$27,263	\$20,874	(\$6,389)	(23.43%)
Sep	\$21,269	\$27,263	\$24,229	(\$3,033)	(11.12%)
Oct	\$21,454	\$27,263	\$27,693	\$430	1.57%
Nov	\$58,414	\$27,263	\$22,060	(\$5,202)	(19.08%)
Dec	\$20,868	\$27,263	\$33,380	\$6,118	22.44%
Jan	\$20,506	\$27,263	\$24,980	(\$2,283)	(8.37%)
Feb	\$17,030	\$27,263	\$13,840	(\$13,423)	(49.23%)
Mar	\$27,961	\$27,263	\$24,671	(\$2,592)	(9.50%)
YTD Total	\$229,431	\$245,363	\$214,167	(\$31,195)	(12.71%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Commuter Bus

All Routes

Passenger Revenue					
Target = \$550,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$27,866	\$45,833	\$35,094	(\$10,739)	(23.43%)
Aug	\$48,909	\$45,833	\$37,138	(\$8,695)	(18.97%)
Sep	\$34,928	\$45,833	\$29,978	(\$15,856)	(34.59%)
Oct	\$37,308	\$45,833	\$38,785	(\$7,049)	(15.37%)
Nov	\$43,715	\$45,833	\$34,706	(\$11,128)	(24.27%)
Dec	\$42,114	\$45,833	\$41,799	(\$4,035)	(8.80%)
Jan	\$43,507	\$45,833	\$37,812	(\$8,021)	(17.50%)
Feb	\$40,843	\$45,833	\$37,347	(\$8,487)	(18.51%)
Mar	\$42,349	\$45,833	\$36,863	(\$8,971)	(19.57%)
YTD Total	\$361,539	\$412,500	\$329,521	(\$82,979)	(20.11%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow City Fixed Routes

All Routes

Passenger Revenue					
Target = \$150,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$5,722	\$12,500	\$13,011	\$511	4.08%
Aug	\$9,217	\$12,500	\$29,667	\$17,167	137.33%
Sep	\$6,597	\$12,500	\$10,298	(\$2,202)	(17.61%)
Oct	\$20,137	\$12,500	\$9,624	(\$2,876)	(23.00%)
Nov	\$15,974	\$12,500	\$6,798	(\$5,702)	(45.61%)
Dec	\$8,983	\$12,500	\$2,266	(\$10,234)	(81.87%)
Jan	\$10,586	\$12,500	\$10,431	(\$2,069)	(16.55%)
Feb	\$7,583	\$12,500	\$7,139	(\$5,361)	(42.88%)
Mar	\$9,413	\$12,500	\$8,377	(\$4,123)	(32.98%)
YTD Total	\$94,211	\$112,500	\$97,611	(\$14,889)	(13.23%)

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow County Routes

All Routes

Passenger Revenue					
Target = \$25,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$598	\$2,083	\$583	(\$1,500)	(72.01%)
Aug	\$1,445	\$2,083	\$1,075	(\$1,009)	(48.41%)
Sep	\$1,955	\$2,083	\$1,041	(\$1,042)	(50.03%)
Oct	\$1,656	\$2,083	\$3,004	\$921	44.21%
Nov	\$1,635	\$2,083	\$2,379	\$296	14.21%
Dec	\$1,442	\$2,083	\$3,136	\$1,053	50.55%
Jan	\$1,073	\$2,083	\$3,171	\$1,088	52.22%
Feb	\$2,514	\$2,083	\$2,864	\$781	37.49%
Mar	\$1,682	\$2,083	\$2,956	\$873	41.89%
YTD Total	\$14,000	\$18,750	\$20,211	\$1,461	7.79%

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FY 2018 -- Program Statistics

Year-To-Date Through March

Barstow Demand Response

All Routes

Passenger Revenue					
Target = \$29,000					
Month	FY 2017 Actual Revenue	FY 2018 Budget Revenue	FY 2018 Actual Revenue	Budget Variance	% Variance
Jul	\$2,335	\$2,417	\$2,797	\$380	15.71%
Aug	\$2,248	\$2,417	\$3,215	\$798	33.01%
Sep	\$2,574	\$2,417	\$709	(\$1,707)	(70.64%)
Oct	\$1,872	\$2,417	\$727	(\$1,689)	(69.90%)
Nov	\$2,533	\$2,417	\$4,256	\$1,839	76.11%
Dec	\$2,644	\$2,417	\$3,111	\$694	28.72%
Jan	\$1,900	\$2,417	\$2,303	(\$114)	(4.70%)
Feb	\$2,676	\$2,417	\$2,680	\$263	10.87%
Mar	\$2,349	\$2,417	\$2,709	\$293	12.10%
YTD Total	\$21,130	\$21,750	\$22,506	\$756	3.47%

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Victor Valley Transit Authority

NTC-FT. IRWIN (REVENUES & EXPENSES)

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>2018</u>						<u>Project to Date Totals</u>	<u>Avg (monthly)</u>	
							<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>			
Cash Fares	\$ 357	\$ 375	\$ 803	\$ 532	\$ 426	\$ 584	\$ 442	\$ 797	\$ 908					\$ 5,224	\$ 580.42
Prepaid Fares	\$ 34,738	\$ 36,763	\$ 29,175	\$ 38,253	\$ 34,280	\$ 41,215	\$ 37,370	\$ 36,550	\$ 35,955					\$ 324,298	\$ 36,033.06
Base Shuttle Subsidy	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000					\$ 36,000	\$ 4,000.00
Total Revenue	\$ 39,094	\$ 41,138	\$ 33,978	\$ 42,785	\$ 38,706	\$ 45,799	\$ 41,812	\$ 41,347	\$ 40,863	\$ -	\$ -	\$ -	\$ 365,521	\$ 40,613	
Operations Exp	\$ 38,319	\$ 43,893	\$ 38,259	\$ 42,593	\$ 40,994	\$ 39,036	\$ 42,892	\$ 38,977	\$ 39,425				\$ 364,389	\$ 40,487.63	
Fuel Exp	\$ 4,745	\$ 8,760	\$ 6,458	\$ 6,316	\$ 6,624	\$ 8,254	\$ 8,442	\$ 7,680	\$ 8,377				\$ 65,656	\$ 7,295.11	
Bank Fees	\$ 1,303	\$ 1,155	\$ 1,257	\$ 1,330	\$ 1,411	\$ 1,370	\$ 1,664	\$ 1,371	\$ 1,257				\$ 12,118	\$ 1,346.47	
Other Exp	\$ 273	\$ 460	\$ 751	\$ 470	\$ 473	\$ 473	\$ 471	\$ 471	\$ 281				\$ 4,123	\$ 458.07	
Total Expense	\$ 44,640	\$ 54,268	\$ 46,726	\$ 50,709	\$ 49,503	\$ 49,134	\$ 53,469	\$ 48,498	\$ 49,339	\$ -	\$ -	\$ -	\$ 446,286	\$ 49,587	
Net Activity	\$ (5,545)	\$ (13,130)	\$ (12,748)	\$ (7,925)	\$ (10,797)	\$ (3,335)	\$ (11,656)	\$ (7,152)	\$ (8,476)	\$ -	\$ -	\$ -	\$ (80,764)	\$ (8,973.81)	
Income/Expense Ratio	88%	76%	73%	84%	78%	93%	78%	85%	83%	#DIV/0!	#DIV/0!	#DIV/0!	82%	82%	

Victor Valley Transit Authority Monthly Report of Complaints

Fiscal Year 2017/2018

Mar-18	SERVICE RELATED COMPLAINTS						DRIVER/DISPATCH RELATED COMPLAINTS						TOTAL COMPLAINTS	
	TIME		ROUTE	VEHICLE	FARES		DISCOURTEOUS	UNSAFE OPERATING	FAILURE TO			CURRENT MONTH	YEAR TO DATE	
	FAST	SLOW	DESIGN	CONDITION	MISC.	PICKUP			TRANSFER	DROP OFF	MISC.			
Regional Fixed Route														
1													0	1
2													0	1
3													0	0
6 Barstow College													0	4
15		2											2	3
101				1									1	7
24													0	1
31													0	2
32													0	2
33													0	3
40													0	2
41							1		1				2	4
42													0	1
43													0	2
46													0	1
47													0	0
50/50X													0	3
51													0	2
52													0	0
53													0	2
54													0	0
55													0	0
66													0	2
68						1							1	1
TOTAL REGIONAL FIXED RT	0	2	0	1	0	0	1	0	1	0	0	0	6	44
County Routes														
21 Tri-Comm.													0	2
22 Helendale													0	1
23 Lucerne Valley													0	0
28 Hinkley/Helendale													0	0
29 Yermo/Newberry Springs													0	0
TOTAL COMMUNITY ROUTES	0	0	0	0	0	0	0	0	0	0	0	0	0	3
ADA Paratransit														
Direct Access	1								1				2	4
Subscription													0	0
TOTAL ADA PARATRANSIT	1	0	0	0	0	0	0	1	0	0	0	0	2	4
Personnel														
Customer Service													0	0
Routing & Scheduling													0	0
Dispatch								2					2	4
Passenger to Passenger													0	0
TOTAL PERSONNEL	0	0	0	0	0	0	2	0	0	0	0	0	2	4
TOTAL COMPLAINTS	1	2	0	1	0	0	3	1	1	0	0	0	10	55



Employee Commendations! Month of March 2018

Fixed route passenger is extremely appreciative of driver Geraldine Green for being very nice, polite and driving safely.

ADA passenger wished to compliment her driver Lupe Hernandez for going above and beyond any expectations to make sure she was taken care of. Passenger is very grateful for Ms. Hernandez taking the time needed.

A passenger on fixed route wished to compliment driver Milford Wade for making sure she and her daughters needs were met in a very polite manner.

**BIKE RACK REPORT
FY 17-18**

Route #	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	YTD TOTAL
101	11	14	19	30	22	15	13	38	15				177
15	79	148	147	90	131	108	147	103	115				1,068
20	5	15	26	0	0	0	0	0	0				46
21	26	66	82	64	93	83	103	60	29				606
22	13	32	61	38	82	29	128	32	70				493
23	18	31	49	52	15	10	22	39	57				293
24	51	74	44	116	93	129	69	100	64				762
31	310	321	298	294	319	296	164	187	239				2416
32	139	201	120	129	120	103	181	158	236				1387
33	76	78	97	108	80	99	58	53	78				727
40	11	23	23	41	13	80	58	46	40				315
41	456	497	430	318	406	374	279	392	363				3515
42	0	0	0	16	60	28	80	49	39				272
43	285	352	279	216	310	220	156	145	130				2143
44	76	116	108	0	0	0	0	0	0				300
45	340	226	264	0	0	0	0	0	0				830
46	34	39	24	0	0	0	0	0	0				97
47	17	34	22	23	15	9	6	12	30				168
48	108	98	116	0	0	0	0	0	0				322
50/50X	0	0	0	191	178	143	142	192	230				1081
51	76	52	68	99	87	86	65	67	90				690
52	131	153	129	151	175	230	200	232	206				1607
53	106	165	123	156	220	181	139	164	159				1393
54	44	59	52	89	44	49	61	62	73				533
55	103	196	162	132	135	148	39	93	70				1038
66	0	0	0	1	22	11	56	20	15				125
68	0	0	0	82	52	148	193	147	125				747
TOTAL, CURRENT	2,430	2,794	2,577	2,318	2,519	2,368	2,199	2,270	2,413	0	0	0	23,153
TOTAL, LAST YEAR	2,641	2,863	2,792	2,646	2,435	2,236	2,266	2,166	2,719				22,772

There were no pass-ups in the month of March, 2018..

Prepared By: Debi Lorrain

BIKE RACK - BARSTOW
FY 17-18

Route #	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	YTD TOTAL
1	44	63	52	20	29	29	30	48	24				339
2	8	17	7	3	1	3	4	20	7				70
3	53	57	48	42	40	69	42	103	49				503
4	1	3	0	0	0	0	0	0	0				4
5	2	4	7	0	0	0	0	0	0				13
6	0	0	0	13	18	34	29	78	33				205
28	0	0	0	0	0	2	0	7	3				12
29	0	0	0	9	7	6	9	19	11				61
TOTAL, CURRENT	108	144	114	87	95	143	114	275	127	0	0	0	1207
TOTAL, LAST YEAR	140	113	120	165	160	156	117	98	134				1203

There were 0 bicycle pass ups in March 2018.

Prepared by: Debi Lorrach

**LIFT DEPLOYMENT REPORT
FY 17-18**

Route #	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	YTD TOTAL
101	9	17	15	8	11	13	12	6	0				91
15	16	17	18	17	26	21	19	13	17				164
20	0	2	0	0	0	0	0	0	0				2
21	0	3	4	14	4	1	5	2	0				33
22	11	2	9	12	4	2	23	27	33				123
23	8	11	0	3	3	1	4	2	2				34
24	7	7	2	23	23	24	43	12	19				160
31	150	154	124	151	119	137	139	18	23				1015
32	49	50	93	169	73	56	81	48	58				677
33	18	13	17	30	24	19	22	10	14				167
40	9	6	3	4	3	10	14	15	23				87
41	113	156	160	128	149	90	132	85	120				1133
42	0	0	0	0	4	2	5	2	1				14
43	44	96	102	62	79	73	76	30	35				597
44	27	43	68	0	0	0	0	0	0				138
45	48	65	71	0	0	0	0	0	0				184
46	3	0	4	0	0	0	0	0	0				7
47	31	27	15	24	13	30	35	1	6				182
48	15	14	6	0	0	0	0	0	0				35
50	0	0	0	78	80	62	55	53	63				391
51	30	39	26	38	29	26	31	0	19				238
52	35	25	66	43	61	68	49	33	37				417
53	20	39	58	43	41	29	38	48	50				366
54	19	17	4	11	22	26	16	11	7				133
55	42	99	64	75	29	44	58	9	23				443
66	0	0	0	0	13	2	5	5	5				30
68	0	0	0	46	25	36	35	75	92				309
TOTAL, CURRENT	679	866	896	908	760	700	897	425	533	0	0	0	7170
TOTAL, LAST YEAR	1035	1117	1080	947	812	762	1111	818	1145				8827

There were 0 wheel chair pass ups in the month of March 2018.

Prepared by: Debi Lorrach

LIFT DEPLOYMENT REPORT - BARSTOW
FY 17-18

Route #	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	YTD TOTAL
1	215	170	185	132	143	155	85	182	70				1337
2	56	114	108	83	62	83	37	65	41				649
3	96	131	110	97	104	89	45	53	44				769
4	1	6	13	0	0	0	0	0	0				20
5	4	0	1	0	0	0	0	0	0				5
6	0	0	0	76	40	37	17	45	15				230
28	0	0	0	22	20	13	14	24	16				109
29	0	0	0	7	0	0	4	3	6				20
TOTAL, CURRENT	372	421	417	417	369	377	202	372	192	0	0	0	3139
TOTAL, LAST YEAR	268	183	178	275	227	198	193	147	293				1962

There were 0 wheel chair pass ups in March 2018.

Prepared by: Debi Lorrach

ADA PARATRANSIT ON TIME PERFORMANCE

Mar-18

Rides Sampled	More Than 10 Minutes Before	More Than 30 Minutes After	TOTAL	% On Time
16002	0	9	15993	99.94%

FIXED ROUTE ON TIME PERFORMANCE

Mar-18

				% On Time
				71.71%

COUNTY ROUTE ON TIME PERFORMANCE

Mar-18

				% On Time
				64.40%

BV Link ROUTE 15 ON TIME PERFORMANCE

Mar-18

				% On Time
				59.00%

FT. IRWIN ROUTE ON TIME PERFORMANCE

Mar-18

				% On Time
				78.08%

Syncromatics conversion in progress.

MARCH 2018
Major and Non-Major
Miles between road calls - VVTA and Barstow

	Total Miles	Road Calls	Miles Between Road Calls
Demand Response	79,817	5	15,963
Commuter Bus	22,924	0	22,924
Motor Bus	292,333	43	6,798
Total System	395,074	48	45,686

VICTOR VALLEY TRANSIT
Policy Year Summary

Print Date: 03/30/2018
Page 1

Policy Year	Claim Count			Reserves			Payments			Total Incurred			
	Code	Open	Closed	Total	Indemnity	Expenses	Total	Indemnity	Expenses	Total	Indemnity	Expenses	Total
FY1998		0	7	7	0	0	0	9,207	21,571	30,778	9,207	21,571	30,778
FY1999		0	3	3	0	0	0	0	0	0	0	0	0
FY2000		0	3	3	0	0	0	965	0	965	965	0	965
FY2001		0	4	4	0	0	0	0	0	0	0	0	0
FY2001NC		0	1	1	0	0	0	0	0	0	0	0	0
FY2002		0	7	7	0	0	0	0	0	0	0	0	0
FY2003		0	1	1	0	0	0	0	0	0	0	0	0
FY2004		0	3	3	0	0	0	0	0	0	0	0	0
FY2005		0	2	2	0	0	0	0	0	0	0	0	0
FY2006		0	3	3	0	0	0	0	0	0	0	0	0
FY2007		0	3	3	0	0	0	0	0	0	0	0	0
FY2008		0	2	2	0	0	0	0	0	0	0	0	0
FY2009		0	1	1	0	0	0	0	0	0	0	0	0
FY2010		0	1	1	0	0	0	0	0	0	0	0	0
FY2012		0	2	2	0	0	0	0	0	0	0	0	0
FY2013		0	3	3	0	0	0	0	0	0	0	0	0
FY2014		1	4	5	0	0	0	0	19,206	19,206	0	19,206	19,206
FY2015		0	4	4	0	0	0	0	0	0	0	0	0
FY2016		1	6	7	0	0	0	2,991	0	2,991	2,991	0	2,991
FY2017		5	4	9	0	0	0	0	0	0	0	0	0
FY2018		1	0	1	0	0	0	0	0	0	0	0	0
Totals:		8	64	72	0	0	0	13,164	40,777	53,941	13,164	40,777	53,941

Veterans Ridership

FY 16	Veterans
July 2015	31
August 2015	29
September 2015	43
October 2015	18
November 2015	94
December 2015	47
January 2016	6
February 2016	23
March 2016	16
April 2016	
May 2016	
June 2016	
Total	307

FY 17	Veterans
July 2016	60
August 2016	76
September 2016	46
October 2016	30
November 2016	43
December 2016	54
January 2017	139
February 2017	59
March 2017	126
April 2017	
May 2017	
June 2017	
Total	633

FY 18	Veterans
July 2017	15
August 2017	107
September 2017	133
October 2017	54
November 2017	41
December 2017	45
January 2018	16
February 2018	12
March 2018	38
April 2018	
May 2018	-
June 2018	-
Total	461

**AGENDA ITEM
SIX**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Resolution Number 18-04 and Direct Staff to Transition to Procuring Zero Emission Buses to Meet Resolution 18-04 Goal.

SUMMARY STATEMENT

In addition to providing safe, reliable, and efficient service for the residents of the VVTA service area, VVTA has delivered environmentally friendly initiatives that include the deployment of alternative technology buses that reduce fuel consumption, air pollution, and greenhouse gas emissions; a photovoltaic array that produces an excess of 100% of VVTA's current electricity usage; and a move to purchase electric service and staff vehicles.

In 1997, VVTA introduced its first clean burning CNG buses to the Victor Valley, fueling them with a portable CNG compressor. In 2011, VVTA built a CNG fueling station that supported its growth in use of CNG buses as well as providing CNG fueling options for the general public and other businesses entering the CNG vehicle market.

By 2014 VVTA completed its conversion of 100% of its large fixed route bus fleet to CNG technology.

These buses provide operational cost savings for VVTA and were largely funded with federal and state grants. The success of such initiatives has established VVTA as a leader among transit agencies in the deployment of alternative fuel buses.

Today however, the transit bus industry is rapidly shifting towards battery electric buses (BEB), with approximately 250 electric buses on the roads in California demonstrating the viability and benefits of the technology.

Continued

RECOMMENDED ACTION

Approve Resolution Number 18-04 and Direct Staff to Move to Procure Battery Electric Buses to Meet Resolution 18-04 Goal.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Kevin Kane, Executive Director	N/A	May 21, 2018	6

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Resolution Number 18-04 and Direct Staff to Transition to Procuring Zero Emission Buses to Meet Resolution 18-04 Goal.

SUMMARY STATEMENT

Transit agencies across the country have declared their intentions to convert their fleets to all electric technology. This includes LA Metro which plans to spend nearly one billion dollars on bus procurements in the next ten years.

Additionally, the California Air Resources Board will pass a new regulation this summer that will require all California transit agencies to transition to zero emission bus technologies including battery electric buses and/or hydrogen powered electric buses. Battery electric bus (BEB) technologies will allow VVTA to reduce its environmental footprint, improve air quality, reduce fuel consumption, and provide passengers with a quieter ride.

In support of VVTA's spirit of innovation and to provide the aforementioned benefits, staff recommends that the Board formally declare its commitment to transition the VVTA bus fleet to all electric buses and set a goal to achieve this by 2040 which coincides with the date from the expected regulation.

Starting Jan 1	% of Bus Purchases*	Fleet Size as of 2019
2020	25%	>100 buses
2023	50%	>30 buses
2026	75%	All fleets
2029	100%	All fleets

RESOLUTION # 18-04

**RESOLUTION DECLARING VICTOR VALLEY TRANSIT AUTHORITY'S (VVTA)
COMMITMENT FOR 100% ALL ELECTRIC BUS FLEET BY 2040**

WHEREAS, the success of initiatives to convert its fleet to cleaner, more cost-effective bus technologies has established VVTA as a lead among national transit agencies. These initiatives include the conversion and deployment of 100% of all fixed route buses and more than 50% of its small "cutaway" buses to clean burning Compressed Natural Gas (CNG) and the installation of supporting infrastructure; and

WHEREAS, the urgency caused by the air pollution levels in Southern California strongly suggests VVTA now pursue the transition to zero-emission all-electric buses; and

WHEREAS, the transit bus industry is rapidly shifting towards electric buses; and

WHEREAS, transit agencies across the country, and more specifically in California, have declared their intentions to convert their fleets to all electric technology; and

WHEREAS, Battery Electric Bus (BEB) Technologies now allow VVTA to reduce its environmental footprint, improve air quality and provide passengers with a reliable and quieter ride.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of VVTA as follows:

- 1) Victor Valley Transit Authority (VVTA) declares its commitment to operate a 100% all electric fleet and establish a goal to meet this objective by 2040;
- 2) That Victor Valley Transit Authority (VVTA) shall take the necessary steps to implement and transition VVTA's bus fleet to meet this goal by 2040.

PASSED, APPROVED and ADOPTED this 21st day of May 2018.

Rich Harpole, VVTA Board Chair

APPROVED AS TO FORM:

Carol Greene, VVTA Legal Counsel

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**AGENDA ITEM
SEVEN**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Amend the VVTA Fiscal Year 2017-18 Annual Operating Budget, Short Range Transit Plan and TDA Claim.

SUMMARY STATEMENT

In FY 18 staff programmed 4 expansion Paratransit buses. In FY 17 the System Demand Response peak vehicle demand was 39 and in FY 18 the peak demand has dropped to 34. This reduction is, in part, the result of the implementation of several of the CTSA Department's programs. These programs have successfully alleviated riders' dependence on VVTA's Direct Access service, thus reducing Demand Response ridership.

Staff has determined that because of this, the expansion buses are no longer feasible. Staff is recommending the expansion buses be changed to replacement buses. The following buses are eligible to be replaced:

Veh #	Year	Vin #	length	Mileage as of 3/31/18	Pax capacity	Fuel
153	2011	1FDFE4FS3BDA45565	25	231,339	12+2wc	UNL
155	2011	1FDFE4FS7BDA45567	25	229,964	12+2wc	UNL
157	2011	1FDFE4FS0BDA45569	25	231,496	12+2wc	UNL
158	2011	1FDFE4FS7BDA45570	25	232,469	12+2wc	UNL

No additional funding would be required for this amendment as the initial budget estimate has not changed.

RECOMMENDED ACTION

Approve amendment to the VVTA Fiscal Year 2017-18 Annual Operating Budget, Short Range Transit Plan and TDA Claim to Change the Project and wording of the capital budget item from purchase expansion paratransit buses to purchase replacement paratransit buses.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Nancie Goff, Deputy Executive Director	None	May 21, 2018	7

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**AGENDA ITEM
EIGHT**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Amend the VVTA Fiscal Year 2017-18 Annual Operating and Capital Budget, Short Range Transit Plan and TDA Claim for Awarded Section 5310 projects.

SUMMARY STATEMENT

In February of 2017, the Board approved the submittal of several project applications for the Section 5310 Elderly and Disabled Specialized Transit Competitive Call for Projects (CFP) solicitation.

At the time of the CFP, the standard agreements were scheduled to be processed in the Fall of 2017. However, VVTA only recently received official notice of awards and standard agreements from Caltrans. Out of 5 projects submitted 2 were awarded funding:

- Replacement ADA Paratransit Vehicles (2) \$194,000
- TRIP Urban \$63,048

Funding in the amount of \$35,000 is needed for the growth of the TRIP program in the FY 17/18 budget. The unexpended balance of the awarded funds will be used to support TRIP program activity in FY18/19. To date, this cost-effective service has saved VVTA an estimated \$73k by moving Paratransit trips to the TRIP program.

Additionally, with the Board's approval of this item, staff will begin working with Caltrans on the procurement of the 2 paratransit buses.

RECOMMENDED ACTION

Approve amendment to the VVTA Fiscal Year 2017-18 Annual Operating and Capital Budget, Short Range Transit Plan and TDA Claim for Awarded Section 5310 projects.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Nancie Goff, Deputy Executive Director	\$257,048 in Sect. 5310 and Toll Credits (minimum local share)	May 21, 2018	8

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**AGENDA ITEM
NINE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Reject All Proposals Received and Cancel RFP 2017-13 Operations and Maintenance Services and Approve Release of RFP 2018-14 Operations and Maintenance Services.

SUMMARY STATEMENT

On November 21, 2017, the VVTA Board of Directors approved the release of RFP 2017-13 Operations and Maintenance Services. A non-mandatory pre-bid conference attended by 5 potential proposers was held on February 6, 2018. Proposals were due on Thursday, March 1, 2018.

In addition to all the advertising for this procurement, nine (9) transit contractor organizations were sent copies of the RFP directly.

Three (3) proposals were received. After careful consideration by the Evaluation Committee, limited competition, and other complications initiated by CALTRANS, the Evaluation Committee recommends to the Board that it is in the best interest of VVTA to reject the three proposals received and cancel the solicitation.

Additionally, staff recommends the VVTA Board release RFP 2018-14 Operations and Maintenance Services. This RFP includes minor changes from the original and incorporates requisite changes from CALTRANS.

Staff requests that the Board 1. Cancel RFP 2017-13 Operations and Maintenance Services and 2. Approve the release of VVTA RFP 2018-14 Operations and Maintenance Services.

RECOMMENDED ACTION

Reject all proposals received – RFP 2017-13 and approve the release of RFP 2018-14.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Kevin Kane, Executive Director	None	May 21, 2018	9

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

I. SCOPE OF WORK

A. **General:** The Proposer shall operate ADA Complementary Paratransit services including Subscription services; Regional, Deviated Fixed route, County, Commuter and Intercity routes for VVTA as set forth in Attachment A-1, and for the Revenue Hours (DR, CB and MB) and Vehicle Miles (MB only) as included in Attachment A-1. The system map, which includes the MB, CB routes to be operated, is set forth in Attachment A-2. The Revenue Vehicles allocated to these services are listed in Attachment B-1. The Proposer shall also be responsible for the maintenance and repair of all VVTA owned non-revenue vehicles (also in Attachment B-1), the CNG fueling stations and the VVTA facilities.

1. Motor Bus (MB) and Commuter Bus (CB)

- (a) The current Routes and Revenue Hours and Vehicle Miles by Route to be operated are set forth in Attachment A-1.
- (b) The system map is set forth in Attachment A-2.
- (c) The Vehicle Inventory is set forth in Attachment B-1.
- (d) The Vehicle Warranty Information and Fleet Facts are set forth in Attachment B-2
- (e) The Equipment Inventory is set forth in Attachment B-3.

2. ADA Complementary Paratransit (DR)

- a. The Proposer shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990, and any subsequent updates.
- b. Service Window is the time a patron is scheduled for pick-up. Direct Access schedules rides so that the Proposer must pick up the passenger up to 10 minutes before or 30 minutes after the scheduled pick up time and still be considered "on time".
- c. Direct Access operates the same hours as the fixed route system with core hours between 6:00am and 9:00pm weekdays and 7:00am and 8:00pm Saturdays and Sunday. 8:00am and 6:00pm in the Hesperia division and 6:00am and 8:00pm weekdays and 8:00am and 5:00pm Saturdays and Sunday in the Barstow Division.
- d. Reservations shall be accepted 8:00am -5:00pm Monday through Sunday. On holidays a phone answering machine may be used but all reservations for the following day must be addressed prior to the start of operations on that following day. Certified riders may reserve rides from the day before up to 14 days in advance. Negotiated Arrival Time Under provisions of the ADA, service the Proposer may negotiate an arrival time of up to one hour from a customer's request for service and be considered to have met the customer's request. All reservations are taken in Hesperia.
- e. Subscription trips are trips generally for developmentally disabled riders going to workshops. VVTA handles coordination with the Inland Regional Center, for placement with the Proposer and any special pass sales. The Proposer shall be responsible to review subscription service monthly and shall provide VVTA with a

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

- revised listing of subscription service pick-ups and drop-offs, their schedule and productivity.
- f. Quarterly all subscription routes shall be reviewed and revised to improve performance.
 - g. The Proposer shall empty fareboxes daily unless otherwise specified, deposit cash daily into a bank account designated by VVTA, report daily deposits every day to VVTA, and ensure that the total fares correspond to the reported number of passengers carried by zone.
 - h. The Proposer's drivers shall honor all VVTA fare media; and ensure that each patron is eligible for service and collects the appropriate Rider Fare before service is provided.
 - i. The Proposer shall track individually the number of all Direct Access pickups and drop-offs by jurisdiction and report them monthly by utilizing Client's Software. Subscription trips will be tracked by pick up location only.
 - j. The Proposer shall provide for six reservation stations. PROPOSER shall provide adequate staff so that time on hold for customers is kept to a minimum. Maximum hold times may be established. Proposer proposed staffing for reservationists is to be filled out in Attachment K-2 Proposed Staffing and By Shift.
 - k. The Proposer shall maintain, repair and replace as needed (to be determined by VVTA) all VVTA provided computers and associated hardware.
 - l. The Proposer staff shall maintain a professional, courteous attitude at all times. To the best of their abilities, all personnel assigned to this project shall answer, any passenger questions regarding the provision of service. The Proposer staff shall refrain from any discourteous or rude conduct, or profane language. VVTA has zero tolerance for such behavior and any such behavior shall be grounds for immediate removal from the project. For Quality Assurance purposes VVTA reserves the right to "listen-in" and record conversations by reservationists, customer service, route and schedule information, staff, etc.
 - m. The Proposer shall maintain the cleanliness and appearance of all VVTA owned and Proposer assigned vehicles according to (at a minimum) the requirements of Exhibit L-1 Bus Cleaning and Vehicle Appearance Program.

B. Performance Requirements: The Proposer shall be required to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Proposer's obligations under the subsequent agreement; to furnish all and sufficient labor, supervision, machinery, equipment, material, and supplies necessary therefore (other than equipment supplied by VVTA.) The Proposer shall be responsible for the operation and maintenance of all Revenue and Non-Revenue Vehicles, plus spares, and for all other labor,

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

equipment, insurance, supplies, storage, and facilities, other than marketing, schedules and fare media.

C. Proposer Duties

- (1) The Proposer shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under the subsequent agreement, which include, but are not limited to, the following: maintaining all Revenue Vehicles and other vehicles; providing any support vehicles needed in addition to the Non-Revenue Vehicles provided by VVTA; providing operators, mechanics, and all other project personnel; training personnel; developing administrative procedures and financial records; providing security for the Revenue and Non-Revenue Vehicles and the Facilities; and suggest methods to improve effectiveness and maximize service efficiency.
- (2) The Proposer shall be responsible for the costs of all equipment and supplies necessary for performance of services (other than equipment specifically identified as provided by VVTA), as well as for the cost of maintaining, repairing, and replacing as needed (to be determined by VVTA) all equipment or supplies and for maintaining and repairing the CNG Stations; the Facilities; ITS components (including hardware); Revenue, Non-Revenue Vehicles; and replacing vehicle components (including major components such as engines and transmissions) and parts as necessary.
- (3) In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, providing well-maintained and mechanically safe vehicles, and providing back-up vehicles in an expeditious manner in the event of breakdowns and other service-related items that affect the reliability of service and otherwise carrying out all contractual obligations in a safe and reliable manner.
- (4) All required reports and invoices shall be submitted by the eighth (8th) day of the following month.

D. **VVTA Duties:** VVTA shall be responsible for carrying out its obligations, which include: providing Revenue Vehicles and Non-Revenue Vehicles; providing equipment and inventory; providing the ITS system and components; posting and maintaining bus stop signs; providing fare media including, but not limited to, blank and preprinted fare media; providing planning and marketing services; and paying CNG and unleaded fuel costs for Revenue and Non-Revenue Vehicles supplied by VVTA.

II. SPECIAL SERVICE HOURS

- A. **General:** VVTA may, in its discretion, request the Proposer to operate Special Service Hours that are in addition to the routes set forth in Attachment A-1. Any such request shall be made in writing, and shall be made not less than (10) ten days in advance of the date the Special Services will be needed. Under its agreement VVTA may request Special Services upon shorter notice or request period, the Proposer agrees it will make a good

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

faith effort to provide such services within the timeframe requested, but not to the detriment of VVTA Revenue Service under the Agreement. The Proposer shall provide, if requested up to four (4) hours monthly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to VVTA.

III. STAFFING AND PERSONNEL REQUIREMENTS

A. General

- (1) The Proposer shall be solely responsible for the satisfactory work performance of all its employees as described in the agreement or in any reasonable performance standard established by VVTA. The Proposer shall be solely responsible for payment of all its employees' and/or subcontractors' wages and benefits.
- (2) Without any additional expense to VVTA, the Proposer shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and the Americans with Disabilities Act. The Proposer shall hold VVTA harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of statutory, regulatory, or contractual obligations to employees.

B. General Manager: The Proposer shall designate a General Manager who shall oversee the proper operation of services and overall performance of the Work. The General Manager shall be 100 percent dedicated to providing services for VVTA, unless otherwise approved in writing by VVTA. If VVTA approves a variance to the time dedication level of the General Manager, this variance is subject to immediate reversal at the discretion of VVTA.

C. Key Personnel

- (1) The Proposer shall maintain the Key Personnel identified in its Proposal and/or BAFO throughout the Contract Term. The Key Personnel shall include, the General Manager for VVTA, the, Operations Manager for Hesperia, Operations Manager for Barstow, Data Manager, Maintenance Manager, Safety Manager and Training Manager. All of the Proposer's Key Personnel shall be 100 percent dedicated to providing services for VVTA, unless otherwise approved in writing by VVTA. If VVTA approves a variance to the time dedication level of any supervisory staff, this variance is subject to immediate reversal at the discretion of VVTA.
- (2) The Proposer shall provide all Key Personnel and other senior staff with a copy of the subsequent agreement and shall require all such individuals to read review and become familiar with the agreement. The Proposer shall submit a certification to VVTA signed by all Key Personnel and senior staff indicating they have read and understand the agreement.

D. Changes in Key Personnel

The Proposer shall not, without prior written notice to and written consent from VVTA, remove or reassign any Key Personnel identified in its proposal, or appoint any new

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Contract Term. However, the Proposer may, following written notice and satisfactory explanation to VVTA, remove any such individual for misconduct or cause pursuant to the Proposer's established personnel policies.

E. Requirement for a Qualified Workforce; Compliance with Staffing Plan.

- (1) The Proposer shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Revenue and Non-Revenue Vehicles as well as related equipment and systems used to perform the Work, to maintain the Hesperia and Barstow Facilities, to maintain the Hesperia and Barstow CNG stations, and to provide all other services and tasks required in the performance of the Work. The number, qualifications, experience, and class, craft, or position of the personnel provided shall be in accordance with the Staffing Plan submitted by the Proposer in its proposal and/or BAFO. The Proposer shall comply with its Staffing Plan throughout the Contract Term, and no change may be made in the Staffing Plan during the Contract Term without the prior written approval of VVTA.
- (2) As noted in the RFP, the Staffing Plan shall include Operations and Maintenance Trainers, individuals qualified to operate and maintain vehicles and equipment such as CNG compressors and all other CNG components as well as technical experts qualified, knowledgeable and experienced in ITS components; GFI Odyssey fareboxes and other fare equipment; destinations signs; electronic repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.
- (3) All of the Proposer's employees, at all times while on duty in the performance of service required under the agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained by Proposer to give accurate information concerning routes and schedules of services as approved by VVTA.
- (4) The VVTA Executive Director shall have the right to demand the removal from services under the Agreement, for reasonable cause (as decided by VVTA), any personnel (including key personnel and supervisory staff) furnished by the Proposer. Any such demand shall be made in ~~writing, and~~ writing and shall be promptly complied-with by the Proposer.

F. Uniforms and Appearance: The Proposer shall assure that its employees comply with the VVTA Uniform Policy set forth in Attachment D. Vehicle operators shall be in uniform acceptable to VVTA, and shall wear badges clearly displaying their first name and employee ID number while performing their duties and shall display nameplates in their Revenue Vehicles also displaying their first name and employee ID number. Upon notice from VVTA concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the Proposer shall take all steps necessary to remove or remediate the cause of the objection.

G. Specific Qualifications for Operators, Mechanics, and Supervisors

ATTACHMENT A – SCOPE OF WORK

RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

- (1) **Operators:** The Proposer shall require each vehicle operator to have and maintain all required California drivers' licenses, medical certificates, and other California Department of Motor Vehicles (DMV) required driver qualifications. The Proposer shall conduct pre-employment DMV checks of all prospective employees, including all independent Proposer or subcontractor employees hired for the services, and shall check DMV records at least every six months for accidents, vehicle code violations, and valid driver's licenses of all employees whose jobs require them to operate VVTA vehicles. The Proposer shall notify VVTA of the results of such checks and the corrective actions taken, if any. The Proposer shall also conduct pre-employment criminal background checks on all prospective employees and shall not without VVTA written consent hire any individual with a felony conviction to work on services under the subsequent Agreement.
- (2) **Maintenance:** Maintenance personnel shall have certifications where available or previous experience (if certificate is not available). These include but are not limited to ASE Automotive, Transit Bus, and/or Heavy-Duty Truck; GFI Odyssey fareboxes; destinations signs; electronics ~~repair~~ diagnosis of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.; etc. The Proposer maintenance staffing plan must include a ratio of each type of staff (Mechanics A, B, C, leads/foremen, service advisor/administrators, parts clerks, etc.):-
- (a.) ~~VVTA has determined through experience that the most efficient ratios are as follows: 50% A, 30% B and 20% C technicians. Deviations from this formula may be acceptable but should be thoroughly explained to substantiate that proposer is capable of maintaining the VVTA fleet in an acceptable state of good repair with a minimum of sufficient vehicles to support daily requirements for service plus a minimum of 2 additional spare vehicles per mode to handle unexpected mechanical breakdowns during service hours. The majority of efficiently run transit agency maintenance departments are implementing highly trained specialized technicians in one of the 8 categories of the ASE certifications and having those technicians spend the majority of their time working within that specialty thus having "A" technicians in all categories. This creates the ability to diagnose and repair defects in less time and with greater accuracy and quality than having every technician working on every area of the vehicle. Another method of improving efficiency is to use service advisors/administrators for proper work order generation, tracking, and processing, real time down list updates and communication with dispatch, drivers and technicians. Using a wrench turning lead/foreman who can assist the service advisor with dispatching to the correct technicians and give assistance with technical problems that arise is another method that improves efficiency rather than having the best technician become a dispatcher and administrator. VVTA believes that this maintenance model would work well for our agency needs and we encourage proposers to put this into practice. Deviations from this formula may be acceptable but should be thoroughly explained to substantiate that proposer is capable of maintaining the VVTA fleet in an acceptable state of good repair with a minimum of sufficient vehicles to support daily requirements for service plus a minimum of 2 additional spare vehicles per mode to handle unexpected mechanical breakdowns during service hours.~~

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(b.) Proposer must submit the technician staffing level in terms of the number of technician hours available ~~by vehicle type~~ per 1,000 miles driven. Hours available per technician must take into account holidays, sick days, vacations, and paid breaks, reference (BEST FLEET MANAGEMENT PRACTICES AND PERFORMANCE MEASURES MANUAL, *Spectrum Consultants Inc. and California Fleet News Publishing*) and must be included in the staffing plan. This method of calculating the number of technicians needed for maintaining a fleet is the preferred method for most modern transit agencies. VVTA has determined through experience and is in agreement with TCRP report 184 that if all service work and mechanical repairs are performed in house it would require the following hands on minimums to properly maintain the fleet:

- (1.) 10 hours per 1,000 miles for 35, 40' & 45' transit, intercity & commuter buses.
- (2.) 5.5 hours per 1,000 miles for cutaway buses.
- (3.) 1 hour per 1,000 miles for support vehicles.
- (4.) With the mixed fleet of commuter, transit, cutaway and van revenue vehicles along with a large fleet of support vehicles the minimum technician available hours per 1,000 miles of total mileage should be between 6 and 7 hours.
- (5.) Adjustments for outside contracted repairs such as major component overhauls, etc. should be considered and documented in any proposal.

(c.) ~~Additionally, t~~The Proposer's maintenance staffing plan should include a lead/foreman/supervisor for every shift; number of service advisor/administrators; the number of parts clerks; maintenance/parts administrators; servicers; fuelers; washers; and hostlers. Furthermore, the staffing plan should identify how many of each staffing positions will be "on duty" for each shift (Attachment K-2). A description of maintenance positions and qualifications is included in Attachment M-1. Innovative ideas and methodologies for improved efficiencies should be included for consideration. All maintenance personnel that are required to operate vehicles outside the Facilities shall be required to adhere to the same training and licensing as the Proposer's vehicle operators.

(3) The Proposer shall assure and document in writing that all operators, maintenance, and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation, maintenance, and fueling of the CNG and unleaded vehicles and the operation and maintenance of all equipment and systems used in the performance of the Work, including fareboxes, destination signs, and ITS. The Proposer shall also assure and document in writing that all operations and maintenance trainers are fully and adequately trained on the MMS maintenance management system.

H. Compliance with Proposer Programs: The Proposer shall fully implement all aspects of its Training Program, its Safety Program, and the employee incentive and employee retention programs in its Staffing Plan, as described in the Proposer's proposal and/or BAFO Training shall be a minimum of 180 hours per operator (40 hours classroom, 60 hours behind the wheel, and 80 hours of revenue service training) and this is to be documented with quarterly reports to VVTA.

I. Systems Security and Emergency Preparedness Plan

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- (1) The Proposer shall incorporate and update the VVTA Systems Security and Emergency Preparedness Plan (SSEPP), Guidelines for Transit Threat Management and a Continuity of Responsibility Chart.
- (2) The Proposer shall assure and document in writing that all operators are trained for safety and security under the NTI Safety, Security, and Crises Management Booklet.
- (3) The Proposer's Plan has been incorporated into the VVTA Emergency Operations Plan. and include incorporation of all changes in the SSEPP to the VVTA Emergency Operations Plan, coordinating this effort with the VVTA Disaster Preparedness Coordinator.

J. Compliance with Drug and Alcohol Testing Policy: The Proposer shall comply with its Drug and Alcohol Testing Policy and with VVTA's Drug and Alcohol Policy (established in compliance with 49 C.F.R. Parts 653 and 654, as set forth in Attachment E-1), and with other drug and alcohol testing rules and regulations as may be required by FTA. The Proposer shall maintain random testing information and make it available for FTA reviews/audits. The Proposer shall schedule and meet quarterly with VVTA's Contract Compliance Manager to review The Proposer's compliance and to visit the Proposers D&A collection site(s) to assure FTA compliance. The Proposer shall make other information regarding its surveillance program available to VVTA upon request in accordance with any VVTA procedures.

K. Worker's Compensation: The Proposer certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees that it will comply with such provisions and submit satisfactory evidence to VVTA of such insurance or self-insurance before commencing the performance of Work under the Agreement and annually thereafter.

L. Additional Personnel and Services: If service under the Agreement is increased, requiring changes in the number of Revenue Vehicles, number of routes, and/or service frequency, the Proposer must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service.

M. Employees of Prior Operator

- (1) The Proposer shall be subject to and comply with the provisions of California Labor Code Sections 1070 – 1074 regarding retention of employees of the prior Proposer.
- (2) Nothing in this Section shall be construed as (A) requiring the Proposer to recognize any union which represented the workforce of a prior Proposer (except as may otherwise be required by applicable law); or (B) requiring the Proposer to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement between that prior service provider and any union.

IV. VEHICLES, MAINTENANCE, AND RELATED REQUIREMENTS

A. Revenue Vehicles: VVTA shall provide sufficient Revenue Vehicles, including spares of at

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least 20% as prescribed by FTA, for use by the Proposer in providing the services required under the Agreement. VVTA-provided Revenue Vehicles shall not be used for any non-revenue purposes with the exception of training and occasional marketing as directed by VVTA. The listing of Revenue Vehicles provided to the Proposer at the commencement of services under the agreement is set forth in Attachment B-1. It should be noted and considered in the Proposer's price proposal that VVTA is procuring and will have in service on or near the commencement of this contract twenty-three (23) new replacement revenue vehicles including twelve (12) EIDorado 40' Axess, four (4) EIDorado 35' Axess, and 7 EIDorado Aerotech 240.

B. Non-Revenue and Other Vehicles

(1) VVTA shall provide fourteen (14) Non-Revenue Vehicles for supervision/relief and shall provide up to an additional five (5) relief vehicles on or about the Commencement Date. VVTA-provided Non-Revenue Vehicles may be used by the Proposer solely for the performance of services under the agreement. The Proposer shall provide shop trucks and tow trucks, or tow service needed to provide services under the agreement.

(2) VVTA will require the occasional use of Non-Revenue vehicles.

C. Initial Inspection and Condition Upon Return

(1) Prior to the Commencement Date, the Proposer shall participate with VVTA in an acceptance inspection of all VVTA provided Revenue and Non-Revenue Vehicles (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles as of the time the Proposer commences work under the Agreement. Following the Commencement Date, the Proposer shall assume responsibility for maintenance and repair of all VVTA provided Revenue and Non-Revenue Vehicles in accordance with the Agreement.

(2) Upon termination of the Agreement (for whatever reason), the Proposer shall warrant that the Revenue and Non-Revenue Vehicles have been properly serviced and maintained, and are in good repair, in accordance with the Agreement, and shall return such vehicles to VVTA in sound mechanical condition, subject to ordinary wear and tear.

D. Vehicle Turnover Process

(1) At least thirty (30) days prior to the termination date of the Agreement, VVTA will contract with a third-party Vehicle Maintenance and Inspection firm to inspect all revenue and non-revenue vehicles to report on existing condition of vehicles. Defects will be listed either as normal wear and tear and an acceptable condition which is available for revenue service, or deficient and not acceptable for revenue service according to VVTA standards and the current Proposer will be responsible for repairs. The current Proposer, and the Proposer taking over operations and maintenance responsibility, may participate in the vehicle inspection process set forth in this subsection. Any discrepancies noted by the third-party inspection vendor that are subject to dispute will be decided by VVTA's Maintenance and Facilities Director or Designee and his or her decision will become final.

(2) The turnover inspections will be performed by a third-party vendor with oversight by a

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VVTA representative, a representative for the New Operator, and a representative from the current Proposer. The New Operator's may request a third-party auditor be used for the turnover (audit) process. If VVTA agrees, the New Operator will be solely responsible for all expenses related to such an audit.

- (3) The purpose of the turnover process will be to establish the condition of the Revenue Vehicle fleet, as of the review date, and to determine the specific repairs and maintenance that must be performed, by vehicle, in order to assure that all Revenue Vehicles will meet the vehicle condition requirements specified in subsection (c)(2). The current Proposer shall be solely responsible for promptly completing all repairs and/or maintenance identified in the audit as necessary to meet such vehicle condition requirements, and shall also be solely responsible for the cost of all such repairs and maintenance.
- (4) If any dispute arises in the turnover process, VVTA shall first attempt to facilitate the resolution of such dispute through a meetings and/or conference with the Proposer and the New Operator. VVTA's Maintenance and Facilities Director will make the final decision. However, either the current Proposer or the New Operator may invoke a mandatory arbitration process, using an outside neutral arbitrator selected by VVTA, for a final and binding decision on all matters in dispute and the cost of which will be born equally by both parties. Prior to binding arbitration, VVTA may, in its discretion, require the parties to participate in a mediation process conducted by a neutral third party selected by VVTA and again the cost of which will be divided equally between the 2 Proposers.
- (5) By execution of the Agreement, the Proposer hereby consents to the mediation and arbitration process described in paragraph four (4) and further agrees to comply fully with any resulting arbitration decision.
- (6) The costs of any mediation or arbitration under this subsection shall be borne equally by the Proposer and the New Operator.

- E. **Spare Ratio:** VVTA will supply the Proposer with a sufficient number of Revenue Vehicles in order to provide at least a twenty percent (20%) spare ratio. If VVTA supplies sufficient vehicles to provide a higher spare ratio, the Proposer shall maintain those additional vehicles throughout the Contract Term.
- F. **Vehicle Maintenance Standards:** The Proposer shall, at all times during the Contract Term, comply with the mechanical, safety, and appearance standards set forth in Attachment C-1. The Proposer shall, at its sole expense, cause all components of each Revenue Vehicle and Non-Revenue Vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, electronic, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The Proposer shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage or mechanical failure impairing the safe mechanical operation or proper appearance of the vehicle, such repair or replacement must be made within thirty (30) days. If this deadline is not met the Proposer shall at its own cost provide a temporary similar replacement vehicle on the thirty first (31st) day and thereafter until the mechanical problem has been repaired or the damaged vehicle is placed back in revenue

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service. Any Proposer-supplied vehicles must, at a minimum, be maintained using the same preventive maintenance, paint scheme, graphic, and cleanliness standards as the VVTA-provided Revenue and Non-Revenue Vehicles.

G. Vehicle Appearance

- (1) The Proposer shall be responsible for maintaining the appearance of all Revenue Vehicles and Non-Revenue Vehicles. All Vehicles must be kept clean including, but not limited to, the following actions:
 - (A) the exterior (including front and rear) must be washed at least three (3) times a week;
 - (B) interiors must be swept or vacuumed daily (no blowing with compressed air);
 - (C) all dirt, debris, graffiti, and trash must be removed daily; and
 - (D) any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced within twenty-four (24) hours of discovery by Proposer and/or VVTA to eliminate hazards, minimize discomfort, and/or maintain excellent appearance; and
 - (E) vehicles must be waxed and detailed every six (6) months;
 - (F) all seats shall be shampooed at least every six (6) months (more often as necessary), and the vehicle fumigated against vermin as necessary. The regular cleaning procedure must include, but is not limited to, all areas of the Vehicle including bumpers, wheels, aluminum wheels, windows, panels, grab bars, and seats. Wheels should be free of dirt and debris and maintained in a high gloss state/finish.
- (2) The Proposer shall assure that all Vehicles used in Special Services meet the highest standards of cleanliness and appearance. At a minimum, prior to being used for Special Services, each Vehicle will be cleaned and prepared using the regular cleaning procedures. The Proposer shall provide VVTA with monthly reports documenting the cleaning, shampooing, waxing, detailing, and fumigating of all vehicles.
- (3) All Revenue Vehicles and Non-Revenue Vehicles, including support Vehicles provided by the Proposer, shall have the decals, graphics and/or logos prescribed or approved by VVTA, located on the Vehicles in accordance with VVTA's direction, and shall have no other markings or brandings.

H. Inspections.

- (1) Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the operator. For Revenue Vehicles this inspection shall be performed prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the Proposer in the Drivers' Vehicle Reports (DVRs) and shall be available to VVTA upon request.
- (2) The Proposer shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Agreement. If the Proposer receives an unsatisfactory rating from CHP, the Proposer shall so notify VVTA immediately by

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telephone and in writing and shall identify steps which will be taken to correct any deficiencies. If any Revenue Vehicle is shut down by CHP or another cognizant authority, including VVTA, as a result of an unsatisfactory CHP rating, such vehicle shall not be operated, and the Proposer shall be subject to performance penalties under Section 20(e)(2)(D) of the Agreement, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect which VVTA agrees was due to the manufacturer, the performance penalties shall not apply.

- (3) VVTA reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the Proposer, any vehicle the Proposer utilizes which VVTA deems unacceptable. In the event any vehicle with VVTA markings is rejected temporarily by VVTA as a result of deficient vehicle condition or appearance, the Proposer shall be subject to performance penalties under Section VX(F)(2)(E) &(M), until the condition is corrected by the Proposer to the satisfaction of VVTA. In the event any vehicle with VVTA markings is rejected permanently by VVTA as a result of vehicle condition, the Proposer shall replace such vehicle and shall be subject to performance penalties under Section VX(F)(2)(E), until such vehicle is replaced by the Proposer with one that is satisfactory to VVTA.

- I. **Preventative Maintenance:** The Proposer shall perform routine preventive maintenance inspections and servicing on Revenue Vehicles at intervals as outlined in VVTA's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower, and on Non-Revenue Vehicles at intervals as outlined in VVTA's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower. The Proposer shall also conduct more extensive inspection and servicing as outlined in VVTA's maintenance policy or as specified by the transit vehicle manufacturer, whichever is lower. The Proposer shall conduct an annual or 48,000-mile preventive maintenance inspection containing all items required by the component manufacturer. In no event shall the Proposer be more than 500 miles late in any preventative maintenance inspection.
- J. **Parts and Supplies:** In carrying out all scheduled and unscheduled vehicle maintenance and repairs, the Proposer shall use parts and supplies from the original equipment manufacturer (OEM) or parts and supplies that are better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product and supplies that VVTA finds is not equal or better in quality or service to the OEM product.
- K. **Fluid Analysis:** As part of its maintenance program, the Proposer shall implement a VVTA approved fluid analysis program. At appropriate intervals, the Proposer shall retrieve samples of the required fluids and have the samples analyzed at either facility approved by VVTA, at the Proposer's sole expense. Results of all fluid analyses shall be transmitted to VVTA. The fluids covered by this program and the applicable requirements are as follows:
- (1) Engine oil shall be analyzed in advance of each preventive maintenance inspection, as directed by VVTA, and each unscheduled oil change.
 - (2) Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule, and at a minimum shall be analyzed annually.

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(3) Coolant and differential fluid shall be analyzed at least annually.

- L. **Synthetic Lubricants:** The Proposer shall use synthetic lubricants in transmission, differential, and hydraulic reservoirs of the Revenue Vehicles except where directed not to by manufacturer. The Proposer shall use synthetic or synthetic blend engine oil unless otherwise recommended by manufacturer. The Proposer shall obtain VVTA's advance approval of any synthetic lubricants it intends to use in the Revenue and Non-Revenue Vehicles and any changes in the VVTA-approved synthetic lubricants.
- M. **Maintenance Management System (MMS) Record Keeping - Vehicles:** VVTA will provide an automated Vehicle Maintenance Management System i.e. Ron Turley and Associates (MMS) to be used as a stand-alone system or in addition to the Proposer's standard vehicle record keeping system. The Proposer shall use the MMS to record, monitor, and report on all Revenue and Non-Revenue Vehicle maintenance, inspections, parts utilization, fueling, and repair activities. In addition, the Proposer shall use the MMS to record and report on warranty repair information in accordance with Section 10(b), CNG information in accordance with Section 11(c), and Facility information in accordance with Section 12(d)(5) of the subsequent Agreement. The MMS shall be directly interfaced to VVTA's computer system. The Proposer shall ensure proper use of the MMS system and properly & correctly enter all the required data into the MMS system on a daily basis.
- N. **Applicable Codes and Regulations:** The Proposer shall be responsible for assuring that all vehicles utilized in service under the Agreement are safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to FVMSS and the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each Revenue Vehicle is required to be inspected at least annually by CHP. VVTA shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to VVTA, and any applicable signed certification shall be displayed or carried on the vehicles.
- O. **Response Times and Actions**
- (1) In the event of a breakdown call, the Proposer shall promptly dispatch a substitute Revenue Vehicle and call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipt of a trouble call until the arrival of a substitute vehicle) shall be no more than thirty (30) minutes. VVTA reserves the right to establish additional criteria regarding the reliability of the Proposer's response in the event of breakdowns.
- (2) The Proposer shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report as recorded in the Daily Log. If the vehicle has been damaged by collision or fire and must be towed or transported by flatbed truck, the full vehicle must be covered by a tarpaulin or other means. The Proposer shall comply with all applicable state and local height restrictions in towing or otherwise removing vehicles.
- P. **Permits and Fees**

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- (1) VVTA shall be responsible for licensing and registration fees which are specifically required by the DMV or other governmental bodies for VVTA provided Revenue and Non-Revenue Vehicles operated under the Agreement (including the cost of license plates).
- (2) The Proposer shall be responsible for assuring that all Revenue and Non-Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times. The Proposer shall also be responsible for the cost of replacing license plates on Revenue and Non-Revenue Vehicles when necessary due to damage or wear and tear (i.e., because of chemicals used for cleaning).

V. VEHICLE WARRANTY REPAIRS

- A. **Responsibility:** The Proposer shall be responsible for the exercise and enforcement of all warranties relating to the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure and document in writing quarterly that all warranty covered repairs are performed in a timely fashion.
- B. **Notice of Defects:** If the Proposer detects a defect or malfunction within the applicable warranty period, the Proposer shall promptly notify VVTA of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the Proposer shall promptly notify VVTA of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution. The Proposer shall also record all warranty repairs in the MMS system.
- C. **Training:** The Proposer shall assure and document in writing that all appropriate maintenance personnel receive training classes on warranty procedures for the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof.
- D. **VVTA Role:** VVTA agrees that it will take whatever actions may be appropriate to assist the Proposer in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the Proposer, VVTA will directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.
- E. **Performance Penalties:** If the Proposer's recovery percentage on vehicle warranty repairs is less than 80 percent during any calendar quarter of the Contract Term, the Proposer shall be subject to performance penalties. The Proposer shall provide VVTA with quarterly reports of all applicable VVTA warranty claims and reimbursements on a form acceptable to VVTA.

VI. CNG RESPONSIBILITIES

- A. **Duty to Maintain:** The Proposer shall be responsible for the safe, efficient, and effective operation, maintenance, and repair of the VVTA CNG Compressor Equipment located on the Hesperia and Barstow sites. This includes implementation of daily and weekly inspections, complete preventative maintenance and repair of all CNG station components which include but is not limited to:

- i. ANGI Buffer Valve Panel K01-90-007

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- ii. Three (3) Ariel Electric Drive Compressors Model # ARIEL F-29742
- iii. Angi Series II Hi Flow Bus dispensers - Angi Series II Fleet car dispenser
- iv. Kohler Power Systems Model # 600REOZMB Diesel Generator
Broadlux Technology Solutions FuelForce fuel management Systems Model # FF814
- v. XEBEC Model # STR30NGX-4 Duplex (300) Dryer. Proposer is also responsible for the safe and efficient fueling of the VVTA CNG Revenue and Non-Revenue Vehicles. The Proposer shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of all CNG vehicles.

- B. **Experience and Training:** The Proposer must demonstrate knowledge of CNG fueling stations similar to VVTA's and will present staff who can demonstrate experience and training from ANGI International and/ or Ariel Corporation on Ariel compressors and other components.
- C. **VVTA's Responsibility:** VVTA will provide oversight and will review all reports and issues regarding the CNG station and may hire a consultant to assure the Proposer is fulfilling required responsibilities with regard to optimum reliability, preventive maintenance, and operation of the CNG Station.
- D. **Compliance with Plans:** In providing services under the Agreement, the Proposer shall comply with all aspects of the CNG Maintenance/management procedures outlined in the Weaver, Inc. and VVTA facilities maintenance manuals. The Proposer shall prepare and submit to VVTA a CNG maintenance plan, a CNG training plan, CNG fuel island safety procedures, and a CNG fuel tank inspection program. Fuel tank inspection and other required safety and maintenance activities shall be performed by qualified technicians. In addition, VVTA reserves the right to require additional training as may be appropriate, including refresher CNG training.
- E. **Reporting:** The Proposer shall provide daily, weekly, quarterly, semiannual, and annual work orders in the MMS maintenance program documenting preventive maintenance and necessary repairs to maintain the CNG station at an optimum service level. Proposer will provide a quarterly report that identifies any issues or problems that have arisen in connection with the operation, maintenance, and repair of the CNG station.

VII. OPERATIONS AND MAINTENANCE FACILITIES

A. **Proposer Use**

- (1) The Proposer shall share the Facilities with VVTA Administration and shall use its portion of the facilities solely for the purposes of operating service and maintaining vehicles and equipment under the Agreement. The Proposer's right to use the Facilities may not be transferred or assigned.
- (2) The Proposer shall be deemed to have a revocable license to use the Facilities during the term of the Agreement. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property.

B. **Initial Inspection:** Immediately prior to the Commencement Date, the Proposer and VVTA

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will conduct a joint inspection to establish the overall condition of the Facilities as of the time the Proposer commences work under the Agreement.

C. Facilities Maintenance Manuals: Prior to the Commencement Date, VVTA will provide the Proposer with a Facilities Maintenance Manuals which describes maintenance requirements relating to the Facilities and equipment therein, sets forth preventative maintenance schedules, and identifies all warranties relating to the Facilities and the equipment therein. The Facilities Maintenance Manuals will be accompanied by a list of the initial inventory of the equipment, tools, and other property to be used to provide services under the Agreement.

D. Duty to Maintain

- (1) The Proposer shall be responsible for all maintenance and repair of the Hesperia Division and Barstow Division Facilities including but not limited to: the grounds & landscaping; HVAC; photovoltaic array; cleaning of all interiors and exteriors of buildings, emergency generators, parking areas, bus wash and service islands; and all equipment and materials therein. The Proposer shall maintain the Facilities in a clean and orderly condition at all times during the term of the Agreement, and shall conduct all maintenance, repair, and cleaning of both of the Facilities, in their entirety, at its sole expense and in compliance with the terms of the Facilities Maintenance Manuals and its Facilities Maintenance Plans. The Proposer shall return the Facilities to VVTA upon the expiration date of the Agreement, or on an earlier date if applicable, in the same condition in which it was received, normal wear and tear accepted.
- (2) The Proposer shall not make any structural modifications to the Facilities without VVTA's prior written consent.
- (3) The Proposer shall, at its sole expense, repair, maintain in good condition, and replace (as necessary) all equipment used in the Facilities. The Proposer shall maintain all equipment in accordance with the manufacturer's preventative maintenance program and record all maintenance performed in the MMS system. All replacements made by Proposer shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to VVTA's approval in writing. Replacement equipment and materials shall be from the OEM or be better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product that VVTA decides is not equal or better in quality or service to the OEM product.
- (4) In the event that it is necessary to replace major capital equipment in the Facilities after the period of warranty coverage of that equipment has expired, the Proposer shall request that VVTA replace said equipment. VVTA shall comply providing the Executive Director (or designee) determines that the Proposer complied with and has documentation of following the manufacturer's preventative maintenance schedule and the need for replacement was not due to any act or omission of the Proposer. If it is determined that said equipment was not properly maintained, VVTA shall require the Proposer to participate in the cost of replacement at a negotiated share up to one hundred percent (100%).

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- (5) The Proposer shall use the MMS system to record, monitor, and report on all maintenance activities regarding the Facilities and the equipment therein.
- (6) VVTA will provide the Proposer with the phone system, high speed internet service, and certain hardware and software. The Proposer will be responsible for the “fair share” cost of the phone and internet service. This amount will be negotiated and, at its discretion, VVTA shall invoice the Proposer or deduct the amount from the Proposer’s monthly invoice.

E. Inspections and Repairs: VVTA shall have complete and open access to the Facilities for purposes of inspecting and making repairs or performing maintenance or replacements on behalf of and for the account of the Proposer. The Proposer shall, upon demand, pay to VVTA the cost and expenses incurred by VVTA’s performance on behalf of Proposer.

F. Environmental Requirements

- (1) During the Contract Term, the Proposer shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities, and shall comply with all applicable Federal, State, and local laws, regulations, and requirements as well as all the requirements of the VVTA Sustainable Operations & Maintenance Policy.
- (2) Proposer shall be responsible to provide an Environmental Plan that covers all local, state, and federal regulations and requirements.
- (2) VVTA shall provide the Proposer with an environmental audit of the Facilities as of the date the Proposer commences operations therefrom.
- (3) The Proposer shall, at its sole expense, conduct an environmental audit of the Facilities, prepared by an independent certified environmental engineer, immediately prior to the end of the Contract Term. VVTA shall have the right to select the person or firm that will perform such audit. The Proposer warrants that it will return the Facilities to VVTA in compliance with all Federal, State, and local environmental laws, regulations, and requirements, and that it will take all remedial actions necessary to remove any hazardous materials from the Facilities.
- (4) In this Section, the term “hazardous materials” includes all materials, products, waste, substances, chemicals, etc. identified as “hazardous” by federal, state, or local agencies and/or authorities. Proposer shall be responsible to develop and implement environmental management plans required by any and all Federal, State, County and local governments.

G. Warranties

- (1) The Proposer shall be responsible for the exercise and enforcement of all warranties related to the Facilities and the equipment therein. The Proposer shall exercise due diligence in monitoring all warranties relating to the Facilities and equipment, and shall conduct appropriate inspections prior to the end of all warranty periods.

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(2) The Proposer shall promptly notify VVTA of any actions it takes to enforce such warranties and of any disputes regarding warranty coverage. The Proposer may not waive any such warranties without VVTA's prior written consent.

H. **Performance Penalties:** If the Proposer fails to satisfy its obligations regarding the maintenance of the Facilities, fails to implement and comply with its Facilities Maintenance Plans, fails to comply with the Facilities Maintenance Manuals, or fails to properly exercise and enforce all warranties relating to the facilities and the equipment therein, the Proposer shall be subject to performance penalties.

VIII. ITS REQUIREMENTS

A. General

- (1) VVTA shall provide the Proposer with the use of ITS products, which are designed to: improve system communications; to computerize ADA reservations, dispatch, and manifests; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to provide bus stop announcements; to provide automatic passenger counting; and to provide more accurate and timely information and data on system and Proposer performance.
- (2) The Proposer shall fully utilize the ITS system in order to achieve the objectives described in paragraph (1) and to maximize the benefits available to the demand response (DR), fixed route (MB) and Commuter Bus (CB) system through the use of ITS.
- (3) The Proposer shall implement and comply with the ITS Management and Operations procedures submitted and shall update those procedures (with VVTA's approval) as necessary during the Contract Term.
- (4) The Proposer shall utilize the ITS system and the information and data generated in the preparation of its monthly invoices and schedule adherence and all other ITS related reports.

B. Operator Use and Training

- (1) The Proposer shall be responsible for ITS operator and supervisor training throughout the Contract Term. This includes information on the purpose, objectives, capabilities, and key features of the ITS system; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using mobile computer/display terminals (MCT/MDTs) and the communications system for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.
- (2) The Proposer shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.

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- (3) The Proposer shall assure that each vehicle operator logs into the ITS system at the commencement of a trip, route, or operation and uses the ITS system throughout his or her shift during daily operation of a Revenue Vehicle. The Proposer shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply up to and including termination.
- (4) If an operator or employee of the Proposer in any way vandalizes, deliberately breaks or alters an ITS unit, the Proposer shall immediately remove the individual from employment in VVTA's operations services. Actions that are a basis for dismissal under this paragraph include severing, cutting, piercing or otherwise breaking, disconnecting, or destroying the ITS components or associated cabling, wiring, or other sub-components, or otherwise using the system for purposes other than intended by VVTA.

C. Dispatcher Use and Training

- (1) The Proposer shall be responsible for utilizing the VVTA ITS and training dispatchers throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and key features of the ITS system; methods and procedures for monitoring late trips, early departures, time point no-shows, late log-ins and early log-offs, and service accidents and incidents; procedures for logging in by the dispatcher in the event of operator failure; and requirements for maintaining Daily Logs including all incidents. During normal business hours VVTA Customer Service Staff must be immediately notified regarding all late trips, missed trip, accident, passenger injuries, police activity involving VVTA 's vehicles or passengers and Proposer's employees.
- (2) The Proposer shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS system, VVTA Watch, and all related equipment, in accordance with the appropriate training program or procedures.
- (3) The Proposer shall require its dispatchers to log in or connect operators to the full capability of the ITS system, its equipment, materials and components in the event an operator fails to take that action upon commencement of a trip, route, or operation. Following such actions, the operator shall receive disciplinary action.

D. Maintenance Use and Training

- (1) Portions of the ITS system equipment may be under maintenance warranty with the ITS provider. At the end of any warranty period and thereafter, the Proposer shall be responsible for the maintenance, replacement, and repair of the ITS system, including all the equipment, materials and systems therein, in accordance with industry standards and with applicable builders' or manufacturers' manuals, standards, specifications, and instructions for proper maintenance and repair. Service Contract may be available for purchase from the ITS vendor.
- (2) The Proposer shall assure and document in writing that each individual involved in the maintenance of the ITS system is fully trained in the appropriate maintenance procedures and requirements, in accordance with manufacturer's and industry standards.

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(3) The Proposer shall establish and maintain a backup or alternative method of data collection that will be available in the event of any failure.

(4) The Proposer shall not be held accountable for route delays that are shown to be a result of any catastrophic ITS failure.

E. **Data Collection:** The Proposer will be responsible for accurate and regular collection & review of all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the ITS system, and for making all such information available to VVTA.

F. **Remove and Install ITS Equipment:** The Proposer shall be responsible for the removal of ITS equipment from retired Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by V VTA. VVTA shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient ITS equipment for transfer from retired to new buses.

IX. MATERIALS AND EQUIPMENT REQUIREMENTS

A. **General:** The Proposer shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Agreement.

B. Communications Equipment

(1) VVTA will provide a two-way mobile communications system in each Revenue Vehicle and will pay the airtime costs of such system. VVTA will also be responsible for providing communication devices to assist in dispatching and other communications between Revenue and Non-Revenue Vehicles, dispatching facilities, the Facilities, supervisory personnel, and VVTA in a communication network. VVTA shall be responsible for the air time costs of such portable equipment. The Proposer shall be responsible for maintaining all communications and equipment systems in good operating condition, in accordance with applicable maintenance standards and procedures, and for making any necessary repairs.

(2) The communications system shall enable operators to communicate directly with a dispatcher during Revenue Service hours. The Proposer's dispatcher must have direct access to a telephone at all times.

C. Fare Collection Equipment

(1) VVTA will provide a complete GFI Odyssey farebox and related fare collection equipment for fixed route (MB) Revenue Vehicles. VVTA will also provide a vault, probing unit, computer, and other necessary equipment for collecting fare revenues and ridership data from the fareboxes.

(2) The Proposer shall repair and maintain the fareboxes and all related fare collection equipment to OEM Standards. Fareboxes shall at all times accept fare media supplied by VVTA. Any failure by the Proposer maintained farebox to accept fully functional media will be considered to be a Proposer farebox malfunction. The Proposer shall also be responsible for (A) the proper operation, training, and maintenance of all diagnostic

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equipment and spare parts; and (B) probing (downloading ridership data), collecting fare revenue at the end of daily revenue operation on every (MB) and (CB) Revenue Vehicle used, and ensuring that the data received is accurate and timely.

- (3) The Proposer shall collect all Direct Access (DR) fares and reconcile fares to ridership daily and enter the collected data into the VVTA TransTrack system. A reconciliation cash fare shortage difference of no more than two percent (2%) is acceptable.
 - (4) VVTA will spot check (i.e. reconcile) individual fareboxes on a random basis. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.
 - (5) Any revenue vehicle equipped with a GFI that is placed into (MB) (CB) revenue service without an operable GFI farebox or if a malfunctioning farebox that is not repaired or replaced within sixty (60) minutes of the reported malfunction will be a cause for Performance penalties.
 - (6) Provide an auditable process to collect fare until an in-route fare box failure has been repaired or the farebox is replaced.
- D. **Tires:** The Proposer shall be responsible for providing (through purchase or lease) all tires and spares for all Revenue and Non-Revenue Vehicles. The Proposer shall be responsible, at the termination of the Agreement, for returning the Revenue Vehicles with tires that meet the following standards:
- (1) Front axle Transit Bus -- Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable. Cutaway Bus – Tires shall have a tread depth of 8/32" and recapped or regrooved tires are not acceptable. Support vehicles – Tires shall have a tread depth of 7/32" minimum and recapped or regrooved tires are not acceptable.
 - (2) **Rear axle Transit Bus:** Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32". Cutaway Bus – Tires shall have a tread depth of 6/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32". Support vehicles – Tires shall have a tread depth of 6/32" minimum and recapped or regrooved tires are not acceptable.
 - (3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturer's rub bars) are not acceptable.
- E. **Destination Signs and Security Cameras/System:** The Proposer shall perform required maintenance to ensure constant display on all vehicle destination signs. The Proposer shall be required from time to time to revise destination sign readings to reflect route changes or other relevant service information, as specified in writing by VVTA. Any vehicle placed into revenue service without an operable electronic Destination Sign (front, side and rear as equipped), or an operable Security Camera/System without VVTA written approval for that day will be a cause for Performance penalties.
- F. **Spare Parts and Supplies:** At its sole expense, the Proposer shall provide, and maintain stores of, spare parts, supplies, and lubricants necessary for the orderly maintenance and

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operation of Revenue and Non-Revenue Vehicles and for other equipment and systems used to provide the service. The Proposer shall properly store and dispose of all materials, without limitation, required in the operation of the services.

- G. Replacement Materials and Equipment:** The Proposer shall use replacement materials and equipment from the OEM or materials and equipment that are better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product that VVTA decides is not equal or better in quality or service to the OEM product.

X. INVENTORY REQUIREMENTS

- A. Initial Inventory:** VVTA shall provide the Proposer with an initial inventory of equipment, tools, and other property to be used to provide services under the Agreement. A list of this initial equipment inventory is set forth in Attachments B-3 and B-4. The initial inventory may be added to, and the inventory list updated accordingly, during the Contract Term.
- B. Obligations of Proposer:** Proposer acknowledges receipt of initial VVTA owned equipment/property inventory. The Proposer shall be responsible for returning to VVTA, at the termination of the Agreement (whether for cause or expiration of its term), property and equipment of equivalent type, value (as of the date acquired), and condition as that identified in the updated initial equipment/property inventory list, subject to normal wear and tear.
- C. Final Inventory:** VVTA shall conduct a final VVTA owned equipment/property inventory during the last month of the Contract Term. If any property or equipment is determined, on the basis of a comparison of the updated initial inventory list to the final inventory list, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the Proposer shall be responsible for either replacing such property or equipment or compensating VVTA for its replacement value. VVTA may deduct any amount due for the replacement of property or equipment from the final monthly payment due to the Proposer. If the amount due for replacement exceeds the amount of the final payment, the Proposer shall pay VVTA that excess amount within 30 days after notification from VVTA.

XI. COMPUTER AND TECHNOLOGY REQUIREMENTS

- A. Supplied Computer Equipment:** VVTA will supply computers to operate VVTA mandated software applications in support of services provided under the Agreement. The Proposer shall be responsible for the proper care and handling of all VVTA provided computers and network equipment. No additional software may be loaded on VVTA-owned computers by the Proposer, nor may the Proposer move or relocate any VVTA-owned computers without the express written prior approval of VVTA's IT Manager.
- B. VVTA Network and Proposer Network:** Two separate networks will be maintained at the Facilities, one to support VVTA-owned computers and printers and a second to support Proposer-owned computers, servers, and printers, in accordance with the following:
- (1) **VVTA Network:** All VVTA-owned computers and printers will be on a network separate from the Proposer network at the Facilities. No Proposer-owned computers may be connected to this network. These VVTA-owned computers and printers will be used by the Proposer to run VVTA-mandated software applications required to support the

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maintenance contract. The Proposer shall be responsible for the proper care and handling of all VVTA provided computer and network equipment.

- (2) **Proposer Network:** VVTA will supply the required network infrastructure for the Proposer to implement a local area network (LAN), separate from VVTA's on-site network, for the purpose of conducting Proposer-specific business functions. All Proposer-owned computers must be placed on this network. No equipment may be added to the VVTA network by the Proposer. The network infrastructure will consist of Category 6 Unshielded Twisted Pair (UTP) cabling, wall jacks, and an Ethernet network switch (es) allowing connections within the maintenance facilities.
- C. **Software:** VVTA-owned computers at the Facilities will be equipped with the necessary software applications. The Proposer shall use these applications for the ITS systems, Schedule Adherence Reporting, Customer Comment Reporting, Vehicle Maintenance Management (MMS), Vehicle Maintenance Fuel Management, Facilities Management, TransTrack, and any other software deemed necessary by VVTA. No additional software may be loaded by the Proposer onto VVTA-owned computers. The Proposer is responsible at its sole expense for ensuring all vehicle diagnostic software is up to date, complete, and properly licensed.
- D. **Facsimile:** The Proposer shall also provide and maintain an on-site operating facsimile machine.
- E. **Contracted IT Service by Proposer:** Proposer shall be required to have IT service available for the maintenance, service and repair of Proposer assigned equipment. Technician must be able to make repairs within three hours from initial call. VVTA staff shall not be available to provide this service.

XII. FARE COLLECTIONS AND SALES

- A. **General:** The fare structure shall be established by VVTA, and may be modified during the Contract Term. Currently accepted fare media (in addition to cash fares) includes all approved VVTA fare media. VVTA requires exact change for cash fares. Bus operators shall neither make change nor issue stored value cards for change. VVTA does not accept pennies in its fareboxes.
- B. **Proposer Responsibility**
- (1) The Proposer shall conduct training for all drivers/operators, so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.
- (2) The Proposer will be responsible for implementing and managing "on board" prepaid pass sales. Proposer shall distribute preprinted fare media to bus operators for sale on the bus. The Proposer's "on board" prepaid pass sales plan must include submission to VVTA weekly reconciliation reports on forms approved by VVTA.
- C. **Farebox Receipts:** Proposer shall use a bonded third party (such as armored car service) to pick up, count, and deposit daily MB and CB farebox cash receipts. Farebox revenues

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will be transferred to the secured vault using supplied fare collection equipment eliminating all contact/access to the monies by Proposer personnel. Fare collection training shall be conducted by the Proposer, and proper fare collection shall be enforced by all project personnel. Proposer shall count and reconcile to manifest all collected Direct Access (DR) cash fares and coupons on a daily basis. Total fare revenues (cash receipts) are to be deposited by the bonded third party into a separate account, for farebox revenues only, maintained by the VVTA. All fares collected shall be correctly attributed to the correct type of service i.e. Fixed Route (MB), County Routes (MB), Commuter Bus (CB) and Direct Access (DR) Intercity Bus. VVTA shall randomly reconcile individual MB and CB farebox receipts (cash fares) to the GFI records and Direct Access (DR) receipts to manifests to assure accuracy and quality control. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.

- D. **Bank Records and Accounts:** VVTA shall maintain a separate bank account for deposit of VVTA fare revenue (cash receipts). The Proposer shall provide copies of all deposit slips listing all currency and coin by type and denomination and VVTA shall authorize the bank to provide directly to the Proposer a duplicate copy of the monthly bank statement. In each monthly invoice, the Proposer shall provide a reconciliation of the bank deposits with the GFI (or other) farebox reports by type of service provided i.e. by Fixed Route (MB), County Routes (MB), Intercity Routes, Commuter Bus (CB) and ADA (DR) in a format approved by VVTA. The total amount of farebox revenue deposited must equal, at a minimum, the farebox revenues reported by the GFI (or other) electronic farebox system. The Proposer shall be held accountable for any variance or discrepancies between the farebox revenues reported by the GFI (or other) electronic farebox system and the bank deposited revenue.
- E. **Security:** VVTA reserves the right, following consultation with the Proposer, to establish security policies and procedures for the handling and counting of farebox receipts. This shall include but not be limited to counting daily farebox receipts prior to delivery of these receipts to the bonded collection/deposit provider for verification against amounts actually deposited.

XIII. MARKETING, ADVERTISING, AND PASSENGER SERVICES

- A. **VVTA Rights and Responsibilities:** VVTA shall provide marketing, public relations, and advertising services. VVTA's decisions on all matters relating to advertising shall be final. Advertising on the exterior of Revenue and Non–Revenue Vehicles is prohibited unless prior written consent is obtained from VVTA, and the terms and conditions of any such advertising shall also be subject to prior written approval by VVTA. Proceeds of any advertisement shall be remitted to VVTA. Currently VVTA does not allow any commercial advertising on its buses.
- B. **Proposer Obligations:** The Proposer shall cooperate in VVTA's marketing and advertising (such as through the installation and removal of all interior and exterior signage and decals, including advertising signs, rider alerts, newsletters, and bus scheduling information) at no additional expense to VVTA. The Proposer may not use the VVTA name or logo without VVTA's prior written consent.
- C. **Bus Schedules:** The Proposer shall be responsible for ensuring proper care, protection, handling, and maintenance of the VVTA Bus Schedules, and for ensuring that there is an

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adequate supply of Bus Schedules onboard each Revenue Vehicle at all times during Revenue Service. Each bus shall have a supply of the Bus Schedules for the routes performing and at a minimum Bus Schedules for connecting routes. Bus Schedules shall be used solely for the intended purpose of providing information to passengers, and shall not be used for other purposes (such as cleaning, etc.).

- D. Bus Stop and Shelter Conditions:** The Proposer shall require bus operators and road/field supervisors to be vigilant in reporting conditions at bus stops, transfer locations, and shelter locations that require remedial attention including but not limited to graffiti, trash, damage, filth, loitering, safety, and vandalism. These conditions shall be reported to VVTA as they occur, and the Proposer shall compile monthly summary report by jurisdiction shall be submitted to VVTA by the eighth (8th) day of the following month.
- E. Posting and Replacement of Maps and Rider Info displays:** Upon request by VVTA the Proposer shall post or replace system maps, route maps, and schedule info posters or displays at VVTA bus stops, shelters, and transfer points.
- F. Route and Schedule Information:** In order to keep hold time to a minimum the Proposer shall provide an adequate number of qualified personnel to provide route and schedule information from incoming phone calls for the entire span buses are in revenue service and for thirty (30) minutes after the last bus goes out of service (currently that is from 4:15 a.m. – 9:49 p.m. every weekday and from 6:30 a.m. – 8:30 p.m. Saturday and Sunday (except specified holidays.)
- 1 **Complaints received by Proposer:** Proposer shall transfer all customer complaints, ADA certification information requests, and other customer service issues to VVTA Administration. The Proposer shall obtain VVTA approval for customer service telephone numbers. VVTA requires that the Proposer relinquish customer service telephone numbers upon termination of the Agreement and make them available to any successor Proposer.
- G. Reception and Pass Sales:** The Proposer shall provide a receptionist in the front lobby to direct the public accordingly, to manage lost and found, to provide general information and to sell bus passes and other fare media as required by VVTA. Reception (includes lunch and break relief) must be trained and knowledgeable of the VVTA fares, routes, schedules, ADA requirements and specific software provided by VVTA.
- H. Passenger Amenities and Bus Stops:** VVTA, through its member jurisdictions, shall be responsible for the installation and maintenance of bus stops, shelters, solar lights, benches, trash cans and all other passenger amenities on routes covered within the Agreement.
- I. Contact with Government Agencies and Media:** Only the VVTA Executive Director, or designee, is the authorized spokesperson for the agency. The Proposer shall inform VVTA of any contact with the media, other governmental agencies and authorities regarding situations, occurrences, and conditions that call particular public attention to VVTA.
- J. Special Events:** The Proposer is required to coordinate operations adjustments for special VVTA supported and/or sponsored events. The Proposer shall notify VVTA for any detours or unusual circumstances related to special events. The Proposer shall place notices of

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closed bus stops, establish temporary stops (if necessary) utilizing temporary “A”-frame bus stop signs provided by VVTA, and staffing for special events to monitor and supervise bus operations. Some events may require multiple supervisors to effectively monitor and supervise operations.

- K. Temporary Bus Stops:** The Proposer shall be responsible for posting temporary, discontinued notices, detours, and temporary bus stops when a bus stop is required to be discontinued due to construction, parades, special civic events, or other circumstances. All permanent bus stop locations shall be approved by AGENCY’s jurisdictions with input from PROPOSER.

XIV. SERVICE CHANGES

- A. General:** Changes to the services provided under the Agreement or the Scope of Work may only be made by written change notification from VVTA to the Proposer in accordance with this Section, except in cases of a declared emergency by the Executive Director. **Oral service change orders are not permitted.**

B. Process

(1) Any service change proposed by VVTA shall be transmitted to the Proposer in writing, identifying the change and specifying the effective date. The Proposer shall be given five (5) days after receipt of a written service change notice from VVTA, to provide VVTA a response identifying any impact of such change on operations, and by identifying any feasibility problems the Proposer believes will be created by the proposed change. The proposed change shall thereafter be accepted or modified through discussions between the Proposer and the Executive Director or designee.

(2) Subsequent to any discussions on a service change notice, VVTA will make a final decision and direct the Proposer to implement the service change. VVTA will give at least two (2) weeks’ notice prior to any service change unless circumstances do not allow for such a notification timeframe.

- C. Changes In Revenue Hours:** The Proposer agrees that VVTA may, through the service change process, increase or decrease the number of Revenue Hours by twenty percent (20%) or less during any contract year (as compared to the prior year’s Revenue Hours) without renegotiation of the variable rate per Revenue Hour set forth in Attachment G- 2. A proposed increase or decrease in Revenue Hours in excess of twenty percent (20%) in any contract year as compared to the prior year’s actual revenue hours shall trigger negotiations between VVTA and the Proposer, which could result in the revenue hour rate increasing, decreasing, or remaining the same.

- D. Changes in Schedule:** The Proposer shall be provided schedule changes thirty (30) days in advance of their effective date for service that will change by more than three (3) trips or more than one (1) bus route. A period of shorter notice may be provided under extreme circumstances or in the event of a declared emergency.

- E. Proposer Suggestions:** The Proposer is encouraged to suggest alternatives to any service changes proposed by VVTA, and at any time may also propose service changes it believes

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are appropriate for more efficient or improved services ~~under the Agreement.~~

XV. PROJECT MANAGEMENT

- A. General:** The Proposer shall be responsible for project management according to the management standards and operating procedures set forth in this Section, the other provisions of the Agreement, and the RFP. VVTA may establish additional standards and procedures, appropriate and reasonable for operation of service, after consultation with the Proposer.
- B. Operating Performance Standards:** The Proposer shall adhere to the following standards:
- (1) Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.
 - (2) Service shall be provided as scheduled or according to any adjusted schedule established by VVTA, including route modifications required as a result of a declared emergency.
 - (3) The Proposer shall strive to maintain on-time performance in accordance with published schedules at no time is the Proposer allowed to run ahead of schedule, this will be a cause for Performance penalties.
- C. Personnel Performance Standards:** The Proposer shall adhere to the following standards:
- (1) Regularly assigned operators, without using supervisors, dispatch staff, or management and administrative staff for each service day pull-out. This is subject to Performance penalties.
 - (2) The Proposer shall train and motivate employees who interface with the public as if they were in the "Hospitality" business. All Proposer personnel are responsible for knowledge of the service. Proposer personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations. Personnel must also report all passenger complaints and/or operation problems to Contract Compliance Manager. All passenger complaints must be forwarded to VVTA Customer Service.
 - (3) Operators must accurately and completely submit the required operating reports each day.
 - (4) While in uniform, operators must be in conformance with VVTA uniform regulations, whether on-duty or off-duty.
- D. Adherence to Schedule:** For purposes of evaluating schedule adherence, the Proposer shall prepare a monthly report of on-time performance for each route and Demand Response. This shall be accomplished through both Syncromatics and Ecolane system and shall include all time points not just end points. This report shall be submitted by the eighth (8th) day of the following month.

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E. INCENTIVES

- (a) Administration. – VVTA intends to determine the Proposer's eligibility for quarterly incentives under this Section which shall be based on information obtained through the MMS system, Vehicle and Facilities inspections, ride checks, visual observations, and such other means as VVTA deems appropriate.
- (b) Payment and Allocation. – The Proposer shall provide 90% of the quarterly amount of any incentive payments received from VVTA under this Section to the employees of the Proposer performing services, VVTA will direct the Proposer on how to disburse the incentive payments..
- (c) Type and Amount. – VVTA and the Proposer agree to the following incentives:

Performance Standard	Threshold	Performance/Payment
On-Time Performance	85% or more of all timepoint departures on all routes are on time.	87% to 89.9% - \$1,000
		90% to 92.9% - \$1,500
		93% or above - \$2,000
Pull out from facilities	100% on time	\$2,000
Valid Complaints	>15.0 complaints per 100,000 boardings	14.25 to 13.96 - \$1,000
		13.95 to 13.49 - \$1,500
		13.50 or below - \$2,000
Preventable Accidents per 100,000 miles	0.7 Preventable Accidents per 100,000 miles	0.63 to 0.61 - \$1,000
		0.60 to 0.57 - \$1,500
		0.56 or below - \$2,000
Miles between Service Interruptions	5.0 Service Interruptions per 100,000 miles	4.75 to 4.66 - \$1,000
		4.65 - 4.51 - \$1,500
		4.50 or below - \$2,000
On-Time Fleet PMIs	100% On-time	\$2,000
On-Time Facility PMIs	100% On-time	\$2,000

- (d) Definitions: As used in this Section, the terms “Preventable Accident” and “Valid Complaint” have the meaning set forth for those terms in Instructions to Proposers.
- (e) Adjustments to Incentives. – VVTA reserves the right, through Amendment to the Agreement, to make adjustments and modifications to the Incentive thresholds, standards, and payment amounts during the Contract Term.

F. Performance Penalties:

VVTA's election not to reduce the amount it owes to Proposer for the assessments detailed within this section shall not act as a waiver as to VVTA's right to make such assessments in the future. In addition, the payments detailed in this section shall not relieve Proposer of its obligations to satisfy each and every requirement in the subsequent agreement.

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The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or unenforceability of other assessments established in the subsequent agreement.

VVTA's decision with regard to the assessment of additional payments, based on this section is final and may not be appealed. After additional payments are assessed, the rate of considerations shall revert to the rates specified in the Service and Payment schedule until the next assessment is made.

The Performance Standards Program does not lessen VVTA's right to declare a material breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. These standards are in addition to, and not in lieu of, all other VVTA remedies for failure to perform the subsequent agreement.

- (1) **Schedule Related Performance Penalties:** The following performance penalties shall be imposed if, within any 30-day period, any of the following incidents occur:
- (A) If a trip on a route departs more than 5 minutes, but less than 15 minutes, following the time set forth for departure at any designated time point, the performance penalties shall be \$250 per occurrence.
 - (B) If a trip on a route departs 15 minutes or more following the time set for departure at any designated time point, the performance penalties shall be \$500 per occurrence.
 - (E) If a trip on a route departs later than the time for which the next departure from such time point is scheduled to occur, the performance penalties shall be \$750 per occurrence.
 - (F) If a trip departs in advance of scheduled departure time at a designated time point, the performance penalties shall be \$750 per occurrence.
 - (G) If a trip on a route departs either facility more than 15 minutes late of its scheduled depart time, the performance penalties shall be \$500 per occurrence.
 - (H) If the Proposer fails to conduct on-board random trips, as required under the NTD report, the performance penalties will be \$350 for each missed trip.
 - (I) If a Direct Access (DR) passenger is not picked up on time which is considered up to 10 minutes before and up to 30 minutes after the scheduled pick up time, the performance penalties will be \$100 for each occurrence.
- (2) **Other Performance Penalties:** The following performance penalties shall be imposed if any of the following incidents occur:
- (A) **Incomplete trip:** If a trip is not substantially completed (i.e., 50% or more of the services provided), the performance penalties shall be \$1,000 per occurrence.

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- (B) **Incomplete last scheduled trip:** If the incomplete scheduled trip is the last run of the day on that route, the performance penalties shall be \$2,000 per occurrence.
- (C) **Shutdown vehicle:** If any Revenue Vehicle is removed from revenue service as a result of an unsatisfactory safety rating by VVTA and/or law enforcement agencies, the performance penalties will be \$1,000 per day per vehicle.
- (D) **Unavailable vehicle:** If any trip is not made due to the unavailability of a Revenue Vehicle, or if a trip or any portion thereof is made with a Non-Revenue Vehicle or not authorized model of a cutaway; the performance penalties shall be \$1,000 per occurrence.
- (E) **Preventive Maintenance:** If any inspection of preventive maintenance record reveals the omission or lack of documentation of periodic maintenance service as required by the Agreement including a service performed past 500 miles of scheduled service, the performance penalties shall be \$500 per occurrence.
- (F) **Fluid Analysis:** If the Proposer fails to comply with the VVTA-approved Fluid Analysis program, the performance penalties shall be \$500 per occurrence.
- (G) **Deficient Vehicle Condition:** In the event any Revenue Vehicle is rejected temporarily by VVTA at the gate (i.e. prior to pullout) as a result of deficient vehicle condition or appearance, the performance penalties shall be \$750 per occurrence.
- (H) **Out of Service Vehicle:** In the event of any Revenue or Non-Revenue Vehicle is unavailable for service for any reason, the Proposer shall pay \$500 per vehicle per day, commencing on the 31st consecutive out of service day.
- (I) **Vehicle Appearance:** If any Revenue or Non-Revenue Vehicle fails to comply with VVTA's standards regarding appearance, the performance penalties shall be \$100 per occurrence.
- (J) **MMS Input:** If the Proposer fails to enter required accurate real-time data into the MMS system as required under the Agreement, the performance penalties shall be \$200 per occurrence.
- (K) **Uniforms/Grooming:** If the Proposer employee fails to comply with VVTA's standards regarding appearance, uniforms or grooming (see Attachment D-1), the performance penalties shall be \$100 per occurrence.
- (L) **Collecting Correct Fares:** If the Proposer employee fails to collect the correct fare or does not correctly record the fare collected, the performance penalties shall be \$150 per occurrence. Performance penalties for incorrect fare collection may be invoked for each documented occurrence. (VVTA staff and independent Proposers hired by VVTA will observe operators periodically to determine compliance with VVTA fare policies.)
- (M) **Late or Inaccurate Reports or Data:** If the Proposer fails to comply with VVTA's reporting requirements either by submitting reports or data after the due date and

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time or by submitting inaccurate reports or data, the performance penalties shall be \$500 for each month in which a failure to comply occurs.

- (N) **Penalties:** If SBCTA or any other funding source penalizes VVTA for late, incomplete, or inaccurate data which was the Proposer's responsibility to collect and/or provide to VVTA, the performance penalties shall be the amount of the penalty or lost revenue suffered by VVTA.
- (O) **TransTrack:** If the Proposer fails to enter required real-time accurate data into TransTrack on a daily basis, the performance penalties shall be \$100 per occurrence.
- (P) **Syncromatics and Ecolane:** If the Proposer fails to enter required accurate data into Syncromatics and Ecolane, the performance penalties shall be \$100 per occurrence.
- (Q) **Complaint Processing:** If the Proposer fails to comply with VVTA's complaint processing procedure, either by submitting responses after the required time period for responding, or by submitting incomplete or inaccurate information. If the Proposer receives more than 12 charged complaints in a one-month period, the performance penalties shall be \$100 per occurrence or per chargeable complaint after the 12th in one month.
- (R) **Incident and Accident Reporting:** If the Proposer fails to report an incident or accident both by phone within 15 minutes and in writing within 24 hours on an approved VVTA Transit accident form, the performance penalties shall be \$500 per incident.
- (S) **ADA Requirements:** If the Proposer fails to comply with ADA requirements or with VVTA's ADA policies, the performance penalties shall be \$500 for any incident of ADA noncompliance, including failure to call out major stops.
- (T) **Removal of Disabled Vehicles:** If the Proposer fails to remove a disabled vehicle within 2 hours after the first report, the performance penalties shall be \$500 per occurrence.
- (V) **Improper Facilities Maintenance or Warranty Enforcement:** If the Proposer fails to comply with its obligations under Section 12(h), regarding the Facilities and the equipment therein, the performance penalties shall be \$1,000 per occurrence.
- X **Staffing Levels:** Proposer must replace each staff position short per the Proposer's staffing plan. For each day after 30 days the performance penalty \$150 per day per position.

(W) Facilities Cleaning

Proposer shall be responsible for cleaning the operations office areas, maintenance office area, all shop areas and the service areas including washing, fueling and parking facilities on a weekly basis to the satisfaction of the VVTA Director of

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Facilities and Maintenance.

Facilities cleaning will include, but not limited to these activities:

Vacuuming, floor scrubbing, carpet shampooing, dusting, window washing and bathroom cleaning. If major repairs are required, Proposer shall notify the VVTA Director of Facilities & Maintenance in writing. Proposer shall retain responsibility for cleaning resurfacing and painting of all shop areas, fueling and washing areas and the parking areas.

Facilities cleaning shall be done on a daily basis and shall include, but not limited to: Sweeping and floor scrubbing to remove grease and oil from concrete surfaces and pickup of papers and garbage at the fueling, washing and parking areas to the satisfaction of the VVTA Director of Facilities & Maintenance.

Proposer will assume responsibility for cleaning the operations office area, maintenance office areas, driver's day room, all bathrooms and windows.

If in the opinion of the VVTA Director of Facilities & Maintenance, the cleaning is not satisfactory, free of stains, oil, etc., VVTA shall assess a penalty of Two Hundred Fifty Dollars (\$250.00) per day.

(X) ITS

If the Proposer fails to log a vehicle onto the Syncromatics or Ecolane system at the commencement of a shift or trip, or fails to properly maintain or repair the ITS systems, the performance penalties shall be \$250 per occurrence.

1. If the Proposer fails to provide proper training on the Syncromatics, VVTA Watch or Ecolane systems to operators and/or supervisors, and maintenance staff the performance penalties shall be \$250 per occurrence.
2. If the Proposer fails to input accurate incident reports in the TransTrack system, the performance penalties shall be \$250 per occurrence.
3. If the Proposer fails to follow the Syncromatics or Ecolane policies and procedures manual, the performance penalties shall be \$250 per occurrence.
4. If the Proposer fails to submit a weekly failure report for Syncromatics or Ecolane equipment, the performance penalties shall be \$250 per occurrence.

(W) Non-Operable Electronic Farebox: If a revenue vehicle equipped with a GFI farebox is placed into (MB) revenue service without an operable GFI farebox or if a malfunctioning farebox is not repaired or replaced within thirty (30) minutes of the reported malfunction the performance penalties shall be \$1,000 per occurrence.

(X) Improper Vehicle Parking: If the Proposer parks in a non-layover zone, violates zone time limits, or incorrectly positions the vehicle at a bus stop or terminal or improperly parks a vehicle on a street, artery, or thoroughfare the performance penalties shall be \$250 per occurrence and the Proposer shall be responsible for any

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resulting fine.

(Y) Key Personnel: If the Proposer violates the requirements relating to Key Personnel in subsection (c) or (d) of Section 8, the performance penalties shall be \$5,000 per occurrence.

(Z) Non-Operable Electronic Destination Signs: If a revenue vehicle is in revenue service without an operable electronic Destination Sign (front, side, rear and dash sign as equipped) the performance penalties shall be \$1,000 per occurrence. If the driver is not properly using this system, there shall be a performance penalty of \$250.

Non-Operable APC: If a revenue vehicle is in revenue service without an operable APC (front and rear) or if the APC has an inaccuracy on 10% or greater the performance penalties shall be \$250.00 per occurrence.

Surveillance System: If a revenue vehicle is in revenue service without a 100% fully operable Surveillance System the performance penalties shall be \$250 per occurrence.

(3) Proposer Defenses: VVTA may, in its discretion, provide the Proposer with relief (in whole or in part) from any performance penalties that could be assessed under this subsection if the Proposer provides sufficient evidence or documentation to VVTA that the events giving rise to the performance penalties in question were beyond the Proposer's control due to adverse and unusual weather or traffic conditions or due to a Force Majeure event.

XVI. PROJECT OPERATION RECORDS AND REPORTS

A. General

(1) In order to document services under the subsequent agreement, the Proposer shall maintain all project records as requested by VVTA and as required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

(2) The Proposer shall accurately enter all required project operation data into TransTrack on a daily basis. These data shall include but not be limited to: passengers; fare revenue; complaints; vehicle revenue hours and total vehicle hours; revenue, total, and fleet miles; accidents; and road calls. All service records prepared by the Proposer shall be maintained by the Proposer but owned by VVTA and shall be made available to VVTA at no additional charge.

B. Specific Reporting Requirements and Records: All reports shall be made in a format approved by VVTA. The Proposer shall prepare and maintain the following records and documents, and shall submit the following reports to VVTA:

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- (1) **Passenger Reports:** Enter daily into TransTrack wherever possible or otherwise create a separate report for the number of passengers, mobility devices, and bicycles that boarded each Revenue Vehicle during the previous month (itemized in accordance with the form of fare payment). Such information shall be compiled on a trip-by-trip basis for each route, and shall be further compiled by Weekday, Saturday, and Holiday Service. Such reports shall be made in a format approved by VVTA.
- (2) **Service Reports:** Enter into TransTrack daily during the Contract Term, the actual number of, vehicle hours, revenue hours, total miles, revenue miles, and peak buses operated during the previous Monday through Saturday period. The Proposer shall also submit a report which includes any missed miles and hours to be subtracted from the total (to be included with monthly invoice). Such information shall be for each route and shall be made in a format approved by VVTA.
- (3) **Daily Reports:** The Proposer shall cause each operator of each bus to prepare a daily report on a form approved by VVTA indicating the time of departure, time of arrival, and number of passengers, mobility devices, and bicycles carried for each trip made on each route (if any of these data can be entered into the GFI farebox module it will be recorded in that manner). Such report shall be prepared each day and shall be signed by such operator. The Proposer shall submit a weekly copy of such daily reports to VVTA no later than 1:00 p.m. on the following Tuesday during the Contract Term. The Proposer shall also deliver to VVTA each week a report of the previous week's missed trips, early trips, and trips delayed more than 15 minutes, in a format approved by VVTA.
- (4) **Monthly Summaries:** The Proposer shall validate in TransTrack and prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: line-by-line operating data, accident report, road call report, wheelchair use report, bicycle rack use report, and other requested reports. Monthly summary reports shall be submitted to VVTA no later than five working days after the end of each month.
- (5) **Passenger Complaint Response:** The Proposer shall respond to all passenger complaints and describe any action taken regarding these complaints in Transtrack, within three days.
- (6) **Incident and Accident Reports:** The Proposer shall immediately notify the Executive Director or designee in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.
- (7) **National Transit Database:** In order to assure compliance with the annual National Transit Database (NTD) reporting requirement, the Proposer shall conduct on-board data sampling to statistically compute valid passenger mile data for all fixed route and special services it provides. The Proposer is to conduct its sampling in a manner that will assure maximum accuracy in reporting and that is consistent with the techniques described in FTA Circular 2710.1E (and any subsequent updates). VVTA will provide to the Proposer a list of all trips to be sampled at the beginning of each quarter. The Proposer shall

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submit the daily random sample trip sheets no later than 1:00 P.M. on Tuesday for the previous Sunday through Saturday sampled trips. The Proposer shall prepare a quarterly report of the random trips to be submitted no later than 30 days after the end of each quarter and also prepare an annual summary to be submitted no later than 30 days after the end of the fiscal year. The Proposer shall be responsible for the accuracy of all reported NTD and that the data meets FTA requirements and definitions, and for maintaining the most recent NTD data collection procedures.

- (8) **Financial Records:** The Proposer shall establish and maintain separate accounts of all project expenditures, receipts and any other relevant financial records or documents. The projects costs will include, but not limited to, the actual costs to maintain Revenue Vehicles. The Proposer's financial records shall be kept on a strict accrual basis according to U.S. Generally Accepted Accounting Principles (GAAP). All source documents shall be maintained for three fiscal years following final payment and may be audited by VVTA, SBCTA, or FTA at any time upon reasonable notice within this period or anytime during the contract term.
- (9) **Disadvantaged Business Enterprise (DBE) Report:** The Proposer shall prepare a quarterly DBE report to be submitted no later than 30 days after the end of each quarter and an annual DBE report to be submitted no later than 30 days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement or work in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.
- (10) **Equal Employment Opportunity (EEO) Affirmative Action Report:** The Proposer shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The Proposer shall, quarterly, prepare and provide to VVTA an EEO report which consists of the following:
- (a) Workforce Analysis for each job category;
 - (b) Job Group Analysis for each job category;
 - (c) Hiring Analysis for each job category;
 - (d) Promotional Analysis for each job category;
 - (e) Termination Analysis for each job category;
 - (f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
 - (g) Availability Analysis that compares the current workforce against the available workforce.
- (11) **Schedule Adherence Report:** For purposes of evaluating schedule adherence, the Proposer shall prepare a monthly report of on-time performance for each route and Direct Access. This shall be accomplished through the Syncromatics and Ecolane system and shall include all time points not just end points. This report shall be submitted by the eighth (8th) day of the following month.
- (12) **ITS Failure Report:** The Proposer shall immediately report and repair any failure of Syncromatics and/or Ecolane equipment to VVTA.

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(13) **Surveys:** VVTA may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of VVTA or its designee. The Proposer shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

C. **Meetings:** The Executive Director, appropriate VVTA management staff, the Proposer's General Manager, and appropriate Key Personnel shall meet (1) weekly to review the overall performance of the Proposer and the administration of the subsequent agreement; and (2) at least quarterly to review Americans with Disability Act issues and related matters.

XVIII. INSPECTION OF WORK

A. **General:** All Work (a term which includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by VVTA to the extent practicable at all times and places during this Contract Term. All inspections by VVTA shall be made in such manner as to not unduly delay the Work. VVTA shall have the right to inspect and audit all data and records, including Proposer's financials, which pertain to the Proposer's performance under the subsequent Agreement.

B. **Re-performance:** If any Work performed is not in conformity with the requirements of the subsequent Agreement, the VVTA shall have the right to require the Proposer to perform the Work again in conformity with such requirements at no increase in cost to VVTA. In the event the Proposer fails promptly to perform the Work again, the Executive Director shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements and charge to the Proposer any costs to VVTA that are directly related to the performance of such Work, or to terminate the subsequent agreement for default as provided in Section 38. When the Work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the Executive Director shall have the right to (1) require the Proposer to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of the subsequent; and (2) reduce the amount paid to the Proposer under the subsequent agreement to reflect the reduced value of the work performed.

XIX. OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by VVTA, the Proposer shall deploy vehicles in a manner described by the Executive Director or his/her designee. VVTA shall compensate the Proposer, during such period of declared emergency, for services which significantly exceeds the normal expense of operating services during the emergency period by an amount agreed to by both parties.

XX. REPLACEMENT SERVICES

A. **Need for Replacement Services:** In the event that the Proposer is unable, due to a strike, work stoppage, or other event not caused by VVTA and not covered by the force majeure

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RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES

exception in Section 39, to provide services in full compliance with the requirements of the subsequent agreement, then VVTA may, in lieu of finding the Proposer in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). VVTA may utilize such replacement service as a substitute for all or any part of the Proposer’s services, and may maintain such replacement services in effect until the Proposer is able to resume performance in full compliance with the Agreement. Prior to implementing replacement services, VVTA shall notify the Proposer in writing and provide the Proposer with three (3) days to cure its noncompliance.

- B. Utilization of Replacement Services:** If VVTA utilizes replacement services under this Section, the Proposer shall be liable to VVTA for the actual amount by which the cost of such replacement services exceeds the amount that would have been payable under the subsequent agreement for comparable services including any expenses (including internal administrative costs) incurred by VVTA in soliciting and obtaining those replacement services. In addition, the only compensation due and payable to the Proposer by VVTA during any period in which replacement services are being provided shall be for any hours of service actually provided by the Proposer. Any actions taken by VVTA pursuant to this Section by reason of the Proposer’s failure to perform shall not preclude VVTA from subsequently finding the Proposer in default for the same of any related failure to perform.

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

VVTA RFP 2018-05 Bus Mid-Life Rehabilitation.

SUMMARY STATEMENT

On February 20, 2018, the VVTA Board of Directors approved the release of RFP 2018-05 Bus Mid-Life Rehab.

VVTA RFP 2018-05 was released and posted to the VVTA website bids page on March 21, 2018. The Notice Inviting Proposals was also forwarded to vendors who had previously shown interest in participating in this solicitation. Advertisements were published in local newspapers of general circulation, as well as in Transit publications commonly used by the industry.

Addendum No. 1 was posted on March 22, 2018, to allow potential bidders to visit the buses requiring the rehab, and Addendum 2 posted on April 11, 2018, answered all the questions posed prior to the deadline for questions. Proposals were due on April 19, 2018, and two (2) proposals were received.

On Friday, April 27, 2018, the evaluation committee met to discuss the proposals, gather scores, and determine a recommendation for award. The final scores were tabulated out of a maximum possible score of 100 points. Cummins Sales & Service, Bloomington, CA registered the higher score. Therefore, the recommendation is to award the contract to Cummins Sales & Service, Bloomington, CA.

Funding for this project is funded with budgeted funds from FY 17 and FY 18, 80% Section 5339 and local match of 20%.

RECOMMENDED ACTION

Award the contract to Cummins Sales & Service, Bloomington, CA.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Christine Plasting, Procurement Manager	Not to Exceed \$1,727,381.50	May 21, 2018	10

RFP 2018-05 BUS MID-LIFE REHAB
Evaluation Recap

Technical Evaluation:

Evaluation Criteria	Weight Factor	Company	E1	E2	Total
1	25.00				
		C-1	3.00	3.00	15.00
		C-2	3.00	3.00	15.00

Comments:

2	25.00				
		C-1	3.00	3.00	15.00
		C-2	3.00	3.00	15.00

Comments:

3	35.00				
		C-1	3.00	3.00	21.00
		C-2	3.00	3.00	21.00

Comments

Total Weight Score = 85	85.00		Eval 1	Eval 2	Average Weighted Score
TOTAL		C-1	51.00	51.00	51.00
		C-2	51.00	51.00	51.00

Cost Evaluation				
	15.00	Cost	Factor	Cost Score
Cummins		\$ 1,727,381.50	1.0000	15.0000
CCW		\$ 1,761,370.62	0.9807	14.7105

	Technical		Total Score
Cummins	51.00	15.0000	66.00
CCW	51.00	14.7105	65.71

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

VVTA RFP 2017-21 San Bernardino Regional Vanpool Providers Award.

SUMMARY STATEMENT

On January 16, 2018, the VVTA Board of Directors approved the release of RFP 2017-21 San Bernardino Region Vanpool Providers.

VVTA RFP 2017-21 was released and posted to the VVTA website bids page on January 16, 2018. The Notice Inviting Proposals was also forwarded to vendors who had previously shown interest in participating in this solicitation. Advertisements were published in local newspapers of general circulation, as well as in Transit publications commonly used by the industry.

Addendum No. 1 was posted on March 1, 2018, which answered all the questions posed prior to the deadline for. Proposals were due on March 8, 2018, and three (3) proposals were received. On Tuesday, April 17, 2018, the evaluation committee met to discuss the proposals gather scores and determine a recommendation for award. The final scores tabulated, of a maximum possible score of 100 points:

Airport Van Rental, Los Angeles, CA	74.88 points
Enterprise Holdings, Orange, CA	93.71 points
Green Commuter, Los Angeles, CA	81.28 points

The recommendation is to award contracts to all three Providers. This will encourage competition among the Providers which in turn should drive down costs for Vanpool participants.

It should be noted; the inclusion of the Vanpool program has had the effect of increasing VVTA's FTA 5307 apportionment by more than \$3 million annually. This is due to the significant increase in passenger miles which are included in the apportionment calculation.

Budgeted funding for this project is 100% LTF funds.

RECOMMENDED ACTION

Award Contracts to Airport Van Rental, Enterprise Holdings and Green Commuter.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Christine Plasting, Procurement Manager	Not to Exceed 1,498,400.00	May 21, 2018	11

RFP 2017-21 SB REGION VANPOOL PROVIDERS
Evaluation Recap

Technical Evaluation:

Evaluation Criteria	Weight Factor	Company	E1	E2	E3	Total
1	25.00					
		C-1	3.00	3.00	0.00	10.00
		C-2	5.00	5.00	0.00	16.67
		C-3	4.00	4.00	0.00	13.33

Comments:

Evaluation Criteria	Weight Factor	Company	E1	E2	E3	Total
2	25.00					
		C-1	4.00	4.00	0.00	13.33
		C-2	5.00	4.00	0.00	15.00
		C-3	3.00	4.00	0.00	11.67

Comments:

Evaluation Criteria	Weight Factor	Company	E1	E2	E3	Total
3	35.00					
		C-1	4.00	3.00	0.00	16.33
		C-2	4.00	5.00	0.00	21.00
		C-3	5.00	4.00	0.00	21.00

Comments

Total Weight Score = 85	85.00		Eval 1	Eval 2	Eval 3	Average Weighted Score
		C-1	62.33	56.67	0.00	59.50
		C-2	79.33	79.33	0.00	79.33
		C-3	68.00	68.00	0.00	68.00

Cost Evaluation				
	15.00	Sec 1 score	Sec 2 score	Cost Score
Airport Vanpool		7.4985	7.8776	15.3761
Enterprise		7.1049	7.2759	14.3809
Green Commuter		7.1321	6.1522	13.2843

	Technical	Cost	Total Score
Airport Vanpool	59.50	15.38	74.88
Enterprise	79.33	14.38	93.71
Green Commuter	68.00	13.28	81.28

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA ITEM

Award of IFB 2018-07 LNG/RLNG to Clean Energy, Newport Beach, CA

SUMMARY STATEMENT

On March 19, 2018, the VVTA Board of Directors approved the release of IFB 2018-07 for Renewable Liquid Natural Gas (RLNG), that is delivered to VVTA's Barstow Fueling station.

On March 20, 2018, the Bid was released, advertised in local newspapers of general circulation, as well as sent directly to known bidders who have shown interest in supplying LNG/RLNG to VVTA. Addendum No. 1 was posted on April 19, 2018.

On April 26, 2018, VVTA held a public Bid Opening at 3:00 PM (PDT). The Bids were opened and read aloud to all who were present.

The results were as follows:

Clean Energy, Newport Beach, CA	LNG:	\$614,507.15
Clean Energy, Newport Beach, CA	RLNG:	\$614,507.15
Applied LNG, Westlake Village, CA	LNG:	\$847,450.00
Applied LNG, Westlake Village, CA	RLNG:	\$694,450.00

Clean Energy, Newport Beach, CA, is the recommended award as the low bidder for this solicitation. Staff has recommended that VVTA continue to purchase RLNG for compliance with the CNG buses and the Near Zero Technology.

The expenditure for the purchase and delivery of RLNG is funded by LTF Operating funds.

RECOMMENDED ACTION

Award the three-year contract to Clean Energy, Newport Beach, CA, per IFB 2018-07.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Christine Plasting, Procurement Manager	Not to exceed \$925,000.00	May 21, 2018	12

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Approve the Release of RFP 2018-13 Design Build Barstow Maintenance Facility.

SUMMARY STATEMENT

On August 21, 2017, the VVTA Board of Directors approved the release of RFQ 2017-14 Barstow Maintenance Facility. The first step in the process was to release a Notice Inviting Letters of Interest. This was posted to the VVTA website, as well as in the Daily Press and two local minority focused newspapers of general circulation. This process generated eight (8) letters of interest but only one (1) Statement of Qualifications from vendors.

Subsequent efforts on the part of VVTA to attract more competition extended all the way to November 2017.

These efforts brought forth an additional Statement of Qualifications.

On Thursday, March 7, 2018, the evaluation committee, consisting of representatives from the City of Hesperia, the City of Victorville, and the City of Adelanto, met to discuss the SOQs submitted. The final scores tabulated, of a maximum possible score of 100 points:

Macro-Z-Technology, Santa Ana, CA 58.357 points
Facility Builders & Erectors, Anaheim, CA 56.714 points

Both companies were deemed adequate to include in the release of RFP 2018-13 Design Build Barstow Maintenance Facility.

RFP 2018-13 Design Build Barstow Maintenance Facility will be released not later than May 24, 2018.

RECOMMENDED ACTION

Approve the release of RFP 2018-13.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Kevin Kane, Executive Director	None	May 21, 2018	13

**VVTA RFP 2018-13 DESIGN BUILD BARSTOW MAINTENANCE
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PROJECT BACKGROUND AND DESCRIPTION

The purpose of the Barstow Maintenance and Operations Facility is to improve the performance and reliability of public fixed route and demand response transit services provided by the Victor Valley Transit Authority (VVTA) in its Barstow and associated unincorporated San Bernardino County service area. This new transit facility would improve services and reduce operating inefficiencies by providing dedicated administrative, operations, and maintenance facilities. Emphasis will be placed on providing functional and durable design and construction that requires minimal ongoing expense to operate and maintain.

This Project includes the design and construction of a new Facility in Barstow, CA. The Facility is anticipated to be approximately 8500 square feet consisting of approximately 6,000 square feet for three maintenance bays, parts, tools, maintenance office space, and tire storage. The office space for operations and administration will be approximately 2,400 square feet. The Facility will be of a metal structure with an appealing façade and internal walls for necessary office and maintenance space. The Facility will require a parking lot with sufficient spaces to accommodate current and future staff, and will include the installation of four (4) plug-in electric charging stations. The facility will be located on approximately 5.5 acres that surround the current Barstow LCNG fuel station located at 100 N. Sandstone Court, Barstow, CA. 92311.

The facility will be a start to finish design-build project. VVTA does not currently have any of the designs, as these will be the responsibility of the selected Design Build Entity.

BARSTOW MAINTENANCE AND OPERATIONS BUILDING BASICS

BAT Operations & Maintenance Building Basics

1. Operations portion of Building approximately 2400 sq. ft.
 - 1.1. HVAC system with natural gas heating.
 - 1.2. Dispatch office 10'X12' 120 Sq. Ft.
 - 1.2.1. Should have line of sight to bus parking and owned vehicle entrance & exit
 - 1.3. Managers office 10'X12' 120Sq. Ft.
 - 1.4. Safety/Training office 12'x18' 216 sq. ft.
 - 1.5. Supervisor office 10x12 120 Sq. Ft.
 - 1.6. VVTA office 10'x12' 120 Sq. Ft.
 - 1.7. Payroll office 10'x12' 120 Sq. Ft.
 - 1.8. Training/Break room Operators, staff and maintenance
 - 1.8.1. Size approximately 24'x18' 432 Sq. Ft.
 - 1.8.2. Equipped with counter, cabinets and sink with disposal & dish washer.
 - 1.8.3. Equipped with refrigerator, microwave and ice machine.
 - 1.8.4. Tables and chairs for meals & training sessions for 30 people
 - 1.8.5. Standalone water cooler with hot and cold filtered water.
 - 1.9. Reception area 10'X10' 100 Sq. Ft.
 - 1.10. Quiet room 9'X9' 81 sq. ft.
 - 1.11. Exercise room 12'X24' 288 sq. ft.

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- 1.12. Rest Rooms:
 - 1.12.1. Men and Women's in maintenance area with showers & lockers. Area included in maintenance section.
 - 1.12.2. 2 individual unisex restrooms for administration area 9'x6' * 2 = 108 Sq. ft.
 - 1.13. 2 Janitors supply closet 9'x 12' = 216 sq. ft. (Maintenance & Admin)
 - 1.14. Office supply storage area.6'x10' = 60 sq. ft.
 - 1.15. Vaulting and money counting 10'x12' 120 sq. ft.
 - 1.16. WiFi
 - 1.17. Server and communications room. 6'x8' 48 sq. ft.
 - 1.18. Security Access & Cameras?
 - 1.19. Backup Generator power
2. Maintenance Portion approximately 6000 sq. ft.
- 2.1. HVAC system with evaporative coolers and natural gas heating
 - 2.2. CNG ventilation, flammable gas detection, and alarm systems
 - 2.3. Restrooms with showers and lockers. 9'x18' * 2 = 324 Sq. ft.
 - 2.4. Maintenance office, library, 12'x14' =168 sq. ft.
 - 2.5. 3-work bays
 - 2.5.1. Center bay 18'X60'
 - 2.5.2. Both side bays 25'X60' to allow for unobstructed walkways on ends. Total area 68'x60' = 4080 sq. ft.
 - 2.5.3. 2 trapeze hangers for air and 120v electricity hanging between center and outer work bays.
 - 2.5.4. 50amp 220v outlets for welders
 - 2.5.5. 30amp 220v outlets for tire machine, balancer and other equipment.
 - 2.5.6. 480v power for air compressor and dryer
 - 2.5.7. Water outlets at posts between roll up doors
 - 2.5.8. 3 12'X16' roll up doors
 - 2.5.9. 1 drive on 4 post lift, 18,000 lb. (owned) need bay set up for this lift.
 - 2.5.10. 1 column lift with 4 columns, rechargeable battery operated.
 - 2.5.11. Parts storage area 500 sq. ft.
 - 2.5.12. Tire storage area 300 sq. ft.
 - 2.5.13. Tool and equipment storage area. 18'x20' = 360 sq. ft.
 - 2.5.14. Oil, grease, and fluid room with area for 10 hp. Dual compressor and dryer. With waste oil and coolant tanks (need sizes of tanks and number) 10'x20' = 200 sq. ft.
 - 2.5.15. Battery storage and charging station. 6'x6' 36 sq. ft.
 - 2.5.16. Safety eye wash and shower stations as required by regulations.
 - 2.5.17. Fork Lift (size)
 - 2.5.18. Exhaust ventilators for tail pipe emissions
 - 2.5.19. Backup generator power.
 - 2.5.20. Drains and 3 stage clarifier system.
3. Bus Wash and Steam Bay: Small automatic bus wash system
- 3.1. 3- stage Clarifier

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- 3.1.1. Water recycling system
 - 3.2. Steam bay
 - 3.3. 40,000 lb scissor lift in bay for 45' buses
 - 3.4. 3stage clarifier and sump system.
 - 3.5. Hot pressure washer.
 - 3.6. Fresh water in steam bay.
 - 3.7. DI water system for bus wash.
4. Grounds:
- 4.1. Drive thru parking for 25 buses, 13 40' Transit buses and 12 28' ADA cutaway buses with room to expand.
 - 4.2. Concrete parking and for all areas where revenue vehicles will be driving rated for minimum of 40,000 lbs. on 2 axle vehicles.
 - 4.3. Storm water runoff to a central collection area or clarifier depending on current environmental regulations. (Right sized for facility)
 - 4.4. WiFi
 - 4.5. Visitor parking, bike racks, ADA compliant
 - 4.6. Desert landscaping and irrigation system.
5. Vehicles:
- 5.1. Planned for up to 13 transit and commuter buses 35 & 40' powered by CNG with the future possibility of BEB or Hydrogen fuel cell.
 - 5.2. Currently 8 ADA 24' cutaway buses running on unleaded but will upgrade to CNG on next order with a possibility of BEB or Hydrogen fuel cell in the future.
 - 5.3. Support vehicles 5 unleaded and PEV's
6. Fueling: (may be done as a separate specialty contract)
- 6.1. CNG upgrade for faster fueling and more redundancy.
 - 6.1.1. Possible CNG self-contained 300 hp. Skid integrated with existing system but able to operate independently.
 - 6.2. Possible above ground unleaded fueling.

Local environmental conditions such as wind direction and speeds, above average heat and cold need to be taken into account in location of building and parking areas along with perimeter fencing and/or security. Access to fuel station from bus parking area along with drive thru parking so backing up is not required with buses.

A. PROJECT MANAGER/PROJECT REPRESENTATIVE

- 1. Overall coordination of the Project will be the responsibility of VVTA Fleet and Facility Maintenance Director ("Director").
- 2. All requests for clarification, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to the Procurement Manager at cplasting@vvta.org.

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VVTA reserves the right to modify the composition of and scope of work for this RFP.

B. SCOPE OF PROJECT

The scope generally includes structural, electrical, mechanical, plumbing, etc., and other applicable design services to complete a full set of construction drawings for final approval by VVTA's management for the manufacturing, installation and construction of; plan checking and approvals and building permit (VVTA will pay fees for plan checking and building permits), and other improvements for a complete, turn-key Maintenance Facility. The selected Design-Build Entity shall provide, design, manufacture of the building and all supportive construction to satisfy the technical specifications of this RFP. The selected Design-Build Entity shall also obtain the required permits from City of Barstow Departments and other agencies as may be required by law as part of the project score (VVTA shall cover expenses for such permits – exclude this cost from your cost proposal.) All design and construction Work must be completed within two hundred (200) calendar days after the Date of Commencement established in VVTA's Notice to Proceed.

C. EXAMINATION OF SITE OF WORK, PROPOSAL FORMS AND TERMS AND CONDITIONS

Proposers are responsible for reviewing this RFP, examining the Project site and areas prior to the Proposal deadline and utilizing such other means as they may choose to determine actual conditions of the work and accuracy of the information contained in this RFP. It will be assumed, in considering Proposals, that the Proposer has investigated and is satisfied: as to the existing facilities; as to the local conditions to be encountered including soils and subsurface conditions; as to the character, quality and quantities of work to be performed and materials to be furnished; as to the requirements of the Terms and Conditions; and as to the uncertainty of weather, the climate particular to this location, and all other contingencies. The submission of a Proposal shall constitute *prima facie* evidence that the Proposer has made such investigation.

D. DESIGN-BUILD ENTITY CUSTOMER SERVICE STANDARDS

The Design-Build Entity shall at all times represent VVTA in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed VVTA Design-Build Entity Services Standards Acknowledgment, which is hereby made a part of the RFP document.

E. PLANS AND SPECIFICATIONS

1. **Standard Specifications.** The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the standard Specifications, and as modified herein. All "Work" involved with this project shall conform to all applicable codes including, but not limited to, California Code of Regulations (CCR), Title 24, Building Code (CBC), Plumbing Code (CPC), Mechanical Code (CMC), Electrical Code (CEC), Fire Code (CFC), others as listed in the latest edition of Technical Specifications as approved and adopted by the Barstow City Council.

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2. **General.** Within ten (10) calendar days after receiving the Notice to Proceed, the Design-Build Entity shall furnish a schedule and 100 % of all required submittals to the Project Manager.

The term “submittal” as used herein, shall be understood to include detail site plan, detail structural calculations, design drawings, electric drawings, shop drawings, erection drawings, operating instructions, catalog sheets, data sheets (Equipment Nameplate for example), samples, Design-Build Entity’s work plan(s) (Construction Safety for example), and similar items. Unless otherwise required, said submittals shall be submitted to the Project Manager for review and comments prior to submission to the required Barstow City Departments for permits. All submittals shall be in English.

Shop drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work; and other pertinent details. When required, engineering computations shall be submitted. The Design-Build Entity shall be responsible for delivering reviewed shop copies of the shop drawings to all others whose work is dependent thereon.

Except as may otherwise be provided herein, the Project Manager will return copies of each submittal to the Design-Build Entity, with its comments noted thereon, within ten (10) working days following their receipt by the Project Manager. It is considered reasonable that the Design-Build Entity shall make a complete and acceptable submittal to the Project Manager by the second submission of a submittal item.

All Design-Build Entity submittals shall be carefully reviewed by an authorized representative of the Design-Build Entity prior to submission to the Project Manager. The Project Manager’s review and the City of Barstow issued permits of Design-Build entity submittals shall not relieve the Design-Build Entity of the entire responsibility for the correctness of details and dimensions and conformance to the RFP’s terms and conditions and Instructions to Proposers. The Design-Build Entity shall assume all responsibility and risk for any misfits due to any errors in submitted approved submittals. Any fabrication or other work performed in advance of the receipt of accepted submittals, and of the receipt of all permits shall be entirely at the Design-Build Entity’s risk and expense. The Design-Build Entity shall be responsible for the dimensions and the design of adequate connections and details.

3. **Working Drawings.** Intentionally omitted.

4. **Shop Drawings.** Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings will be required. Unless otherwise noted herein, the Design-Build Entity shall be responsible for all shop drawing or specification submittals to the proper agency or other departments in order to obtain the proper permits.

5. **Rights of Entry.** Rights of entry do not relieve the Design-Guild Entity of the need to provide, at Design-Build Entity’s cost, permits and insurance required of the Design-Build

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Entity by other agencies and organizations.

F. SURVEYING **Intentionally left blank**

G. INSPECTION

- 1. Inspection Scheduling.** Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding VVTA Holidays, generally from 7:00 AM to 3:30 PM (including 30 minutes for lunch). When the Design-Build Entity's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Design-Build Entity and shall be deducted from any payments due the Design-Build Entity.

If and the design-Build Entity wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Design-Build Entity shall submit a written request to the Project Manager no less than two working days before the planned start of such work.

VVTA Holidays. VVTA holidays will be observed on the following days:

January 1 st	New Year's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
Third Thursday in November	Thanksgiving
December 25	Christmas

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

H. EXTRA WORK

- 1. General.** When the price for the extra work cannot be agreed upon, VVTA will pay for the extra work as provided Subsections 2 and 3 as amended herein. When extra work is to be paid for, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Project Manager prior to the work being performed.
- 2. Basis for establishing costs.**

(a) **Labor:** The Design-Build Entity will be paid the cost of labor for the workers (including working foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Design-Build Entity, subcontractor, or other forces, will be based upon the actual paid wages and shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

(b) **Materials.** Only materials furnished by the Design-Build Entity and necessarily used in the performance of the work will be paid for. The cost of such materials will be the

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cost to the purchaser, whether Design-Build Entity, subcontractor or other forces, from the supplier thereof as evidenced by the supplier's invoice.

- (c) Tool and Equipment Rental. The Design-Build Entity will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental rates" which is in effect on the date upon which the work is performed. These rental rates shall include the cost of fuel, oil, lubrication, supplies insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to VVTA than holding it at the work site, it shall be returned unless the Contractor elects to keep it at the work site at no cost to VVTA.

Individual pieces of equipment or tools not listed in the Equipment Rental Rates and having a replacement value of \$200 or less, when or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Design-Build Entity will be paid for the equipment and operator, as follows:

- Payment for the equipment will be made at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.
- Payment for the cost of labor will be made at the rates paid by the Design-Build Entity to other workers operating similar equipment already on the project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for the type of workers and location of the work, whether or not the owner-operator is actually covered by such an agreement.

3. Markup:

- (a) Work by Design-Build Entity. A markup of 10 percent shall be added to the Design-Build Entity's cost for labor, materials, equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Design-Build Entity's costs as compensation for bonding.
- (b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in (a) above shall be applied to the Subcontractor's costs as determined under H.2 above. A markup of 10 percent shall be added to the Subcontractor's direct cost, for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits.

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- 4. Daily Reports by Design-Build Entity.** The Design-Build Entity shall maintain a The Design-Build Entity shall maintain a Contractor's daily report of all work accomplished during each day of the work. The daily report will be written so that a natural progression or sequence of the work can be identified. As a part of said daily report, the names and titles for all employees present each work day will be noted. The Design-Build Entity shall maintain Contractor's records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

On the basis of those records, the Design-Build Entity shall furnish VVTA completed daily extra work reports, on Design-Build Entity's form approved by VVTA, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Such daily extra work reports shall be signed by the Design-Build Entity, or its authorized representative, and submitted to the Project Manager.

The Project Manager will compare the Inspection records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

- A. Daily Reports for Extra Work.** The daily report specified in 4, above, shall include only that work which is included in the Design-Build Entity's claim for extra work.

I. CHANGED CONDITIONS.

Section 7104 of the Public Contract Code requires the following provisions for any project, which involves digging trenches or other excavations that extend deeper than four feet below the surface. These following provisions are hereby extended to apply to all public works projects:

- a) The Design-Build Entity shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:
1. Material that the Design-Build Entity believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law;

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2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- b) In response to the Design-Build Entity's written notice, the Project Manager shall promptly investigate the conditions, and if the Project Manager finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.
- c) In the event that a dispute arises between the Project Manager and the Design-Build Entity, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Build Entity's cost of, or time required for, performance of any part of the work, the Design-Build Entity shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Design-Build Entity shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

J. DISPUTED WORK

In any case where the Design-Build Entity believes extra compensation is due the Design-Build Entity for work or materials not clearly covered in the Contract, or not ordered by the Director as "extra work", the Design-Build Entity shall notify the Director in writing of the Design-Build Entity's intention to make claim for such extra compensation before the Design-Build Entity begins the work on which Design-Build Entity bases the claim. If such notification is not given, or the Director is not afforded proper facilities by the Design-Build Entity for keeping strict account of actual cost, then the Design-Build Entity shall be deemed to have waived the claims for such extra compensation. Such notice by the Design-Build Entity, and the fact that the Director has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Director. If the Director determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the Director determines that the claim is not well founded, it shall be disallowed and not paid.

K. UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the Plans, work done in the absence or without the knowledge of the Director or any alleged extra work done without VVTA's written authorization, will be considered as unauthorized and at the expense of the Design-Build Entity and will not be measured or paid for by VVTA. The Design-Build Entity may be required to remove such unauthorized work at no expense to VVTA, as determined by the Director.

L. NOTICE OF POTENTIAL CLAIM

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The Design-Build Entity shall not be entitled to the payment of any additional compensation or extension of time unless the Design-Build Entity has given the Project Manager a written Notice of Potential Claim as required herein. Compliance with this Section shall not be a prerequisite as to matters within the scope of the protest provisions (Attachment D), "Time of Completion," or the notice provisions in Section I, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Design-Build Entity shall submit the written Notice of Potential Claim to the Project Manager prior to the time that the Design-Build Entity performs the work giving rise to the potential claim for additional compensation and/or time.

Design-Build Entity's written Notice of Potential Claim shall be submitted on the appropriate form furnished by VVTA (Attachment K) and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. A copy of the Notice of Potential Claim form is contained in these Special Provisions. The notice shall set forth the justification for the additional compensation, as well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Design-Build Entity shall submit substantiation of the Design-Build Entity's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Project Manager as early as possible, in order to expedite resolution. Design-Build Entity waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by VVTA, Design-Build Entity shall make available for inspection and copying, any and all documents or records in Design-Build Entity's possession which pertain to the potential claim.

M. CONTROL OF MATERIALS

1. MATERIALS AND WORKMANSHIP

(a) General.

i. Suppliers Sources. The Design-Build Entity shall notify the Project Manager in writing within 5 days after VVTA approval of the Contract of the proposed suppliers and sources for material to be incorporated into the project.

ii. Materials and Conditions to be Tested. The Design-Build Entity shall be responsible for controlling the quality of the material entering the work and of the work performed and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Design-Build Entity. The results of the testing shall be made available to the Project Manager upon request. These tests are for the Design-Build Entity's use in controlling the work and will not be accepted for use as acceptance tests.

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Full compensation for performing quality control tests and making the results available to the Project Manager shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

VVTA may perform quality assurance testing at the discretion of the Project Manager. The Design-Build Entity shall provide reasonable access and time to the Project Manager to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by VVTA, shall be borne by the Design-Build Entity.

- iii. **Trade Names or Equal.** The Design-Build Entity may offer any material, process, or equipment considered to be equivalent to that indicated in the Contract Documents. The substantiation of offers shall be submitted prior to award of Contract.

After bid opening, Bidders being further considered shall submit all substitution Proposals fully documented for consideration by the Project Manager within five (5) working days after bid opening. Submittal of substitution Proposals more than five (5) working days after bid opening may be grounds for rejection of the Proposal on the basis of late submission, at the discretion of the Project Manager. Bidders being further considered shall also submit catalog cuts and specification information on the materials and/or equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution versus the specified item. It shall be the Bidder's responsibility to show all products proposed for substitution are equal to the items specified.

Proposed substitutions will not be evaluated until after award of Contract. Award of the Contract and Bidders' bids are to be based on items as specified. Within thirty-five (35) calendar days following contract award, VVTA will evaluate the proposed substitutions and shall advise Design-Build Entity whether such substitution is approved or not.

N. UTILITIES

Utility Marking/Coordination. The City of Barstow Public Works Department will not issue a construction permit as referenced in Section P, Permits, of these Special Provisions for any work involving excavation for underground facilities unless the applicant has been provided an inquiry identification number by Underground Service Alert of Southern California.

O. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

1. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

- (a) **Construction Schedule.** The Design-Build Entity shall submit a construction schedule to the Project Manager at the preconstruction conference. During the

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construction the Design-Build Entity shall review and update the schedule weekly. Rescheduling any work under this Contract shall not be permitted to allow the Design-Build Entity the ability to accommodate another contract, even with VVTA.

The work activities comprising the Construction Schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the work and such that the schedule provides an appropriate basis for monitoring and evaluating the progress of the work. A work activity is defined as an activity that requires time and resources (including staffing, equipment, or materials) to complete. Exclusive of those activities for submittal review and material fabrication and delivery, activity durations shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by the Project Manager.

The work activities shall include, but are not limited to, mobilization; submittals; Project Manager's review of submittals, allowing a minimum of ten (10) working days for review of each submittal unless a longer period of time is specified elsewhere in these Contract Documents; procurement, delivery, installation and check out of equipment or materials; Subcontractor's items of work' and all major construction activities.

- (b) Progress Meetings.** The Design-Build Entity shall conduct progress meetings once a week at a location to be determined by the Project Manager. The Design-Build Entity shall:
- i. Distribute to each anticipated participant written notice and agenda to each progress meeting at least 2 working days before meeting.
 - ii. Require attendance of Design-Build Entity's Superintendent and subcontractors who are or are proximate to be actively involved in the Work, or who are necessary to attend per the agenda.
 - iii. Invite Project Manager and others as necessary to attend progress meeting. Project Manager will preside at meetings.
 - iv. Prepare and distribute agenda.
 - v. Purpose of Progress Meeting: To review construction progress, assist Design-Build Entity, subcontractors, suppliers and Project Manager; maintain scheduled progress and assist in expediting work and resolving conflicts and discrepancies that could impact the project completion schedule.
 - vi. Review progress of the Work, Progress Schedule, application for payment, record documents and additional items of current interest that are pertinent to execution of the Work.
 - vii. Verify:

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1. Actual start and finish dates of completed activities since last progress meeting.
 2. Durations and progress of activities not completed.
 3. Reason, time, and cost data for Change Order work that will be incorporated into Progress Schedule and Application for Payment.
 4. Percentage completion of items on Application for Payment.
 5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.
- viii. Discuss potential problems which may impede scheduled progress and agree on corrective measures.
- ix. Design-Build Entity will record minutes of meeting and distribute copies of minutes within 2 working days of meetings to participants and interested parties.

2. SUSPENSION OF WORK

- (a) Stage III Smog Episode.** No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). The Design-Build Entity will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.
- (b) Imminent Danger to Worker Health and Safety.** VVTA reserves the right to stop work at any time where an unsafe condition or practice poses an imminent risk of injury to workers and is likely to result in serious injury or death. The Design-Build Entity shall evaluate the unsafe condition or practice and implement any mitigating measures necessary to satisfy Cal-OSHA safety standards for worker protection prior to resuming work. As worker safety is the Design-Build Entity's responsibility on this Contract, no additional compensation shall be given to the Design-Build Entity in order for him to maintain a safe work site.
- (c) Requirement for Site Supervision.** In accordance with Section P, VVTA may suspend work if a Superintendent is not present during construction. No additional contract time will be allowed due to a work suspension as result of the Design-Build Entity's failure to provide technically qualified supervision during construction.

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3. TIME OF COMPLETION

- (a) **Specified Contract Time.** The Design-Build Entity shall complete the work within Two Hundred (200) calendar days after the commencement date specified in the Notice to Proceed.
- (b) **Length of Workday and Work Week.** Eight (8) hours of labor shall constitute a working day's work for employees of Design-Build Entity under this contract. Said employees shall be paid not less than the prevailing wage rate for the first eight hours work of each day.

A working day shall be Monday through Friday, and work shall be performed between 7:00 a.m. and 3:30 p.m. (including 30 minutes for lunch), unless otherwise approved by the Project Manager.

When work in excess of eight (8) hours per day, or forty (40) hours during any week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one week shall be paid at not less than 1-1/2 times the prevailing wage rate, as provided in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of California.

4. COMPLETION, ACCEPTANCE, AND WARRANTY

When, in the judgment of the Director, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Director may accept the work as complete. Upon acceptance of the work, the Director will notify the Procurement Manager and the County Counsel of the completion thereof, and the Procurement Manager will file a Notice of Completion with the County Recorder. The date of the Director's acceptance of the work will be the date when the Design-Build Entity is relieved from responsibility to protect and maintain the work. The warranty period of the Work shall commence on the date the Notice of Completion is filed with the County Recorder. As a part of the conditions which must have occurred for this project to be considered "complete", the City of Barstow's Building and Safety Division's Inspector shall have made his/her final inspection and "signed-off" the Work as complete and /or, if required, issued a Certification of Occupancy.

5. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of \$(TBD) per calendar day that exceeds the number of working days designated for this Contract under Section 3, Time of Completion.

P. RESPONSIBILITIES OF THE DESIGN-BUILD ENTITY

1. LABOR

- (a) **Prevailing Wages/Certified Payrolls.** A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to

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be done is on file in the office of the Procurement Manager, VVTA, 17150 Smoke Tree Street, Hesperia, CA, 92345, which is available online at <http://www.dir.ca.gov/dlsr/dprewagedetermination.htm>. The Design-Build Entity shall submit to the Project Manager, weekly certified payrolls of all workers employed on this Project.

If the Design-Build Entity has not submitted satisfactory payrolls for the period during which the work included in the Design-Build Entity's payment request was performed, VVTA will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) from that payment. This retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any work period will be released for payment only after all the satisfactory payrolls for which the retention was made are submitted. Payment of the retention will be made on the next monthly payment due the Design-Build Entity after the satisfactory payrolls are received by VVTA.

The possibility of wage increases is one of the elements to be considered by the Design-Build Entity in determining Design-Build Entity's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of construction change order(s) or delayed by VVTA beyond the specified days in the Time of Completion, reimbursements may be made for increases in prevailing wage rates, but only for the working days beyond that stipulated in Section O.3.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Contractors and subcontractors must be registered for the current fiscal year.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractors and subcontractors must be registered for the current fiscal year.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

2. PERMITS

No Work shall be started on VVTA property until the Design-Build Entity has obtained the necessary permits. The Design-Build Entity shall obtain all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety. Notification of any other agencies including

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all Local, State or Federal shall be the responsibility of the Design-Build Entity. VVTA will pay and provide fees for all related project building permit fees and related permanent utility connection costs. See also Section O,4 Completion and Acceptance for additional requirements related to inspections.

(a) **City Construction Permit.** Intentionally left blank.

(b) **Local Licenses.** The Design-Build Entity shall obtain and pay for all licenses necessitated by the Design-Build Entity's operations. Prior to starting any work, the Design-Build Entity shall be required to have a City of Barstow Business Tax Registration valid for the life of the Contract; subcontractors shall also have Business Tax Registrations valid for the time they are engaged in the work.

3. THE DESIGN-BUILD ENTITY'S REPRESENTATIVE

A technically qualified Superintendent shall be designated in writing as the Design-Build Entity's representative at the job site, who shall supervise the work and shall provide competent supervision of the work until its completion. VVTA may suspend the work if a superintendent is not present during construction.

The superintendent is required to attend the Preconstruction Conference.

4. PROJECT SITE MAINTENANCE

(a) **Cleanup and Dust Control.** The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 25 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Project Manager.

(b) **Water Pollution Control.**

i. **General Requirements.** The Design-Build Entity must follow and implement the Best Management Practices (BMPs) required by the attachment to these Special Provisions titled " Best Management Practices for Typical Construction Activities".

Design-Build Entity shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Project Manager.

ii. **Storm Water Pollution Prevention Plan Preparation and Approval.** The Contractor will comply with the requirements of the State Permit for Storm Water Discharges Associated with Construction Activity (State Storm Water Construction Permit) during all phases of construction. A copy of the permit is available at https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo_2009_0009_complete.pdf. The Contractor will not need to submit a fee or notification to the State as required by the permit. VVTA will be responsible for

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notifying the Executive Officer of the Regional Water Quality Control Board of the construction project.

The Contractor is responsible for preparing and implementing the Storm Water Pollution Prevention Plan (SWPPP) and monitoring plan as required by the State Storm Water Construction Permit for all phases of project construction. The SWPPP must be prepared by a licensed engineer. The SWPPP and monitoring plan must be approved by the Project Manager, per this section, before commencement of any construction activity. Both the SWPPP and the monitoring program shall be implemented by the Contractor throughout the duration of the construction project. The Contractor shall be responsible for conducting the required monitoring inspections and shall file copies of the inspections and all other reports, certifications or records as required by the SWPPP with the Public Works Department. The SWPPP shall be kept at the construction site and be made available to the public and/or Regional Board staff upon request for review. The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements of the State Storm Water Construction Permit. The SWPPP shall be the Contractor's sole responsibility.

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Project Manager.

The Project Manager may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section. Time extensions will not be allowed for any suspension of work as a result of the Contractor's noncompliance with the State Storm Water Construction Permit or SWPPP.

The Contractor shall, at reasonable times, allow authorized agents of the California Regional Water Quality Control Board-Lahontan Region and USEPA, upon the presentation of credentials to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records required to be kept as specified in the State Storm Water Construction Permit;
3. Inspect the construction site, including any off-site staging areas or material storage areas, and related soil stabilization practices and sediment control Best Management Practices (BMPs); and
4. Sample or monitor for the purpose of ensuring compliance with the State Storm Water Construction Permit.

The Contractor shall notify the Project Manager immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

iii. Inspections and Reporting. Intentionally left blank.

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- iv. **Payment.** The Design-Build Entity's cost of implementing the required BMP's for all project activities shall be included with other items of work.

Any BMP required to protect storm water quality shall be installed within 24 hours of the time the Design-Build Entity is notified by the Project Manager or regulatory agencies to install such BMP's.

- v. **Drainage Control.** Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Design-Build Entity shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to VVTA prior to the completion and acceptance of the work.

- vi. **Responsibility for Site.** The Design-Build Entity shall be in full charge of and be responsible for the project site and the construction work of this Contract, subject to the directions of the Project Manager. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by the Project Manager.

The Design-Build Entity shall exercise care not to damage adjacent land and facilities while traveling on roads to and from the job site. The Design-Build Entity shall correct any damage caused within seventy-two (72) hours and hold VVTA harmless for any such damage.

5. PUBLIC CONVENIENCE AND SAFETY

- (a) **Public Safety During Non-Working Hours.** Public safety at or in the affected vicinity of the jobsite is the Design-Build Entity's responsibility at all times. If, in the absence of the Design-Build Entity, the Project Manager determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Project Manager will endeavor to notify the Design-Build Entity to correct the unsafe condition. However, the Project Manager reserves the right to direct VVTA forces to perform any functions Project Manager may deem necessary to ensure public safety. If such procedure is implemented the Design-Build Entity will bear all expenses incurred by VVTA. In all cases the judgment of the Project Manager shall be final in determining whether or not an unsafe condition exists.

- (b) **Design-Build Entity's Construction Safety Plan.** The Design-Build Entity shall provide a Construction Safety Plan to the Project Manager for review and approval. The Project Manager is responsible for verifying receipt of all required Design-Build Entity safety information, screening Design-Build Entity, and evaluating the Design-Build Entity safety program. The Design-Build Entity shall:

1. Identify a Certified or Licensed Safety Consultant who will prepare, initiate, maintain, and supervise safety programs and procedures.
2. Include procedures for providing workers with an awareness of safety and health hazards expected to be encountered during the course of construction.

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3. Provide safety equipment appropriate to the safety and health hazards expected to be encountered during construction. Include warning devices, barricades, safety equipment in public right of way and protected areas, and safety equipment used in multi-level structures.
 4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.
 5. Procedures for reporting safety and health hazards.
 6. Procedures for investigation of accidents, injuries, illnesses, and unusual events that have occurred at the construction site.
 7. Transmit to the Project Manager copies of reports and other documents related to the accidents or injuries encountered during construction.
 8. Periodic and scheduled inspections of general work areas and specific work stations.
 9. Training for employees and workers at the jobsite.
 10. Assume responsibility for every aspect of health and safety on the jobsite, including the health and safety of subcontractors, suppliers and other persons on the jobsite.
 11. Forward available information and reports to the ~~Safety Consultant~~ Project Manager who shall make the necessary recommendations concerning worker health and safety at the jobsite.
 12. Employ additional health and safety measures specified by the Project Manager, as necessary, for workers in accordance with OSHA safety standards and NFPA standards.
 13. Transmit to the Project Manager copies of reports and other documents related to accidents or injuries encountered during construction.
- (c) **Storage of Equipment and Direction Signs.** The Design-Build Entity shall store contract equipment and material in designated areas on VVTA property as agreed upon by the Project Manager. Only company vehicles shall be allowed on the work site. All other personal vehicles shall be restricted to a designated Design-Build Entity parking area. Design-Build Entity's ingress and egress to the worksite shall be on a designated route approved by the Project Manager. During staging, storage of equipment around the work area is subject to Project Manager's approval. A minimum of 12 feet driving area shall be maintained around the work area at all times.

If applicable, Design-Build Entity shall provide and maintain a weather resistant Project Identification Sign consisting of painted 8-foot wide by 4-foot high exterior grade plywood and minimum 10-foot long 4-by-4 lumber posts, set in ground at least 3 feet,

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with exhibit lettering by professional sign painter using no more than 5 sign colors. The Sign shall include the title of the Project; the name of the Owner, the name of the Design-Build Entity; the Temporary Onsite Mailing Address as required under Section Q.2. The placement of the sign shall be at a location designated by the Project Manager.

In addition, Design-Build Entity shall provide and maintain weather resistant Project Direction Signs that direct equipment deliveries and Design-Build Entity's employees to the Design-Build Entity equipment and material storage area from the project entrance. The signs should be of sufficient size and with text size such that delivery drivers can read without having to exit their vehicle. The Design-Build Entity shall provide samples and a map depicting where they will be located to the Project Manager for approval prior to deployment. Additional signs may be required by the Project Manager as directed.

(d) Non-smoking Construction Zone. The project site is a non-smoking facility except for designated areas approved by VVTA.

(e) Record Drawings and Construction Documents. Design-Build Entity shall maintain at the project site and shall make available to VVTA, one complete file of the Contract Documents, including, but not limited to, Special Provisions, Addenda, Requests For Information, Change Orders and other Modifications to the Contract Documents, VVTA approved drawings, approved construction documents, shop drawings, product data, samples and mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders in good order (the "Record Documents"). The Record Documents shall include a set of "As-Built" construction documents, which shall be continuously updated during the prosecution of the Work. The prints for As-Built construction documents will be a set of blackline prints produced by Design-Build Entity and approved by VVTA at the start of construction. Design-Build Entity shall maintain said set in good condition and shall use colored pencils to markup said set with "record information" in a legible manner to show: (i) deviations from the VVTA-approved construction documents made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing construction documents; (iv) the actual installed position of equipment, conduits, light switches, electric fixtures, circuiting, ducts, access panels, and control valves; and (v) such other information as VVTA may reasonably request.

It is the Design-Build Entity's obligation to keep Record Documents current, including As-Built construction documents, and to make them available to VVTA is a condition precedent to VVTA's duty to process applications for payment. The Project Manager shall review the Record Documents prior to submittal of all monthly payment requests. If in the opinion of the Project Manager, the Record Documents are not current, approval of the monthly payment may be withheld until the Record Documents are made current. In addition, the Design-Build Entity shall submit a signed certification with each monthly payment request stating that the Record Documents are complete and accurate as of the date of the payment request.

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Within **thirty (30) calendar days** after Substantial Completion or earlier termination of the Agreement and as a condition precedent to final payment, Design-Build Entity shall provide final approved Record Documents including, but not limited to, As-Built construction documents approved shop drawings; submittals; warranties and other closeout documents, as required. One hard copy of the required documents shall be submitted, as well as in electronic form, and three (3) sets of CD disks or other electronic media as agreed to by the Project Manager.

- (f) **Manufacturer's Field Services.** An experienced, competent, and authorized representative of the manufacturer of each item of equipment for which field services are indicated in specified equipment sections shall visit the site of Work and inspect, check, adjust if necessary, and approve the equipment installation. In a case where correction is needed, the representative shall revisit the jobsite as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of the Project Manager. Each manufacturer's representative shall furnish to the Project Manager a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily. All costs for these services shall be included in the Design-Build Entity's bid.
- (g) **Work Coordination and Work Restrictions.** The Design-Build Entity shall:
1. Work in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater to the water quality limitations specified in the discharge permit.
 2. Indicate required shutdowns of existing facilities or interruptions of existing operations on Progress Schedule. Shutdowns will be permitted to the extent that existing operation of the Plant will not be jeopardized and identified constraints are satisfied. Shutdowns shall not be permitted on holidays.
 3. Submit to the Project Manager notification of required shutdowns of existing facilities at least 15 days and again at 7 days prior to the planned date of shutdown. Design-Build Entity shall also resubmit to the Project Manager notification of shutdowns 48 hours prior to the planned shutdown.
 4. Not begin alterations until Project Manager's written permission has been received. All planned shutdowns must be documented in writing and submitted for review and approval by the Project Manager prior to commencement of any associated work.
 5. Minimize shutdown times by thorough advanced planning. Have all required equipment, materials, power, fuel, and labor on hand at time of shutdown.
 6. Provide temporary power, lighting, controls, instrumentation and safety devices where required to minimize treatment process interruptions while complying with specified sequencing constraints.

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7. Only take direction from the Project Manager. If anybody other than the Project Manager requests changes or additional work, the Design-Build Entity shall politely decline the request(s) and immediately notify the Project Manager of such request(s). Any additional work done at the request of anybody other than the Project Manager shall be at the Design-Build Entity's own risk and expense per Section 3-6 Unauthorized Work.
8. The Design-Build Entity's attention is directed to the fact that other contractors may conduct work at the site during the performance of the Work under this or another Contract. The Design-Build Entity shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

Q. FACILITIES FOR AGENCY PERSONNEL

1. **GENERAL:** Facilities for VVTA personnel will not be required.
2. **TEMPORARY ONSITE MAILING ADDRESS:** If needed, the Design-Build Entity shall establish a separate mailing address with the Post Office to receive all on-site mails and deliveries. VVTA will not be responsible for any delays or claims associated with materials or mail sent to the wrong address.

R. MEASUREMENT AND PAYMENT

1. LUMP SUM WORK

- (a) **Payment Schedule.** The Design-Build Entity shall submit a payment schedule for all lump sum bid items. The schedule shall be submitted in accordance with this section.

2. PAYMENT

- (a) **Payment.** Payment for the Various items of the Bid Sheets, as further specified herein shall include all compensation to be received by the Design-Build Entity for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work specified and shown on the drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefore shall be included in the price named in the Bid Sheet(s) for the various listed items of work.

The VVTA payment process is through a check process.

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(b) Mobilization.

i. **Payment.** The Design-Build Entity shall furnish data and documentation to substantiate the amounts claimed under Mobilization. Payment for mobilization includes but may not be limited to cost for the following items:

1. Moving on the site any equipment required for the first month operations.
2. Installing temporary construction power and wiring.
3. Establishing fire protection system.
4. Developing construction water supply.
5. Providing field office trailers for the Design-Build Entity complete with furnishings, utilities, telephones, and fax.
6. Providing on-site sanitary facilities and potable water facilities as specified.
7. Arranging for and erection of Design-Build Entity's work and storage yard.
8. Subcontractor insurance and bonds.
9. Obtaining all required permits, licenses, and fees.
10. Preparing and maintaining the construction schedule and any required updates.
11. Provide and erect the project sign(s), fences, gates, etc.
12. Design-Build Entity bonds and insurance.
13. Construction Surveying
14. Any other items that are mutually agreed to be included as Mobilization.

Payment for mobilization shall not be made until all mobilization items listed above have been completed as specified.

(c) Progress Payments. Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- i. Design-Build Entity shall base application for Progress Payment on the breakdown of costs for each scheduled activity in the Progress Schedule and the Percentage of Completion for each activity. Generate Application for Payment by downloading cost data from the Progress Schedule to a spreadsheet-type format. Identify each

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activity on the Progress Schedule that has a cost associated with it, the cost of each activity, the estimated Percent Complete for each activity, and the Value of Work Completed for both the payment period and job-to-date. Progress payment shall be contingent upon updated schedule as noted and as-built construction documents as referenced in Section 5, e.

- ii. Upon its receipt of Design-Build Entity's written payment request, VVTA shall review it as soon as practicable to determine whether it is a proper payment request. If VVTA determines that it is not a proper payment request suitable for payment, VVTA shall return it to Design-Build Entity as soon as practicable, but not later than seven (7) days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- iii. If VVTA fails to make a progress payment within forty-five (45) days after it receives an undisputed and properly submitted payment request from Design-Build Entity, then VVTA shall pay interest on the correct amount thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- iv. The number of days available to VVTA to make a payment without incurring an interest obligation thereon shall be reduced by the number of days by which VVTA exceeds the seven-day return requirement of ii above for return of an improper request.
- v. A "progress payment" includes all payments due under the Contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by VVTA's financial officer.
- vi. Facility Equipment progress payments: Progress payments for all equipment requiring O&M manuals shall be made according to the following schedule:

<u>Condition</u>	<u>Maximum Payment For Equipment (%)</u>
Acceptance of Shop Drawings (Code 1 Status)	5
Certifications, Manufacturer's Tests, Warranties, etc.	10
Acceptance and Delivery of Final O& M Manuals (Code 1 Status)	20
Factory Witness Test and Delivery to Approved Location	80
Completion of Field tests, Pre-start-up, and Certificate of Equipment Installation Services	85
Start-up, Manufacturers Certificate of start-up services, and Certification of Instructional Services	90
Certificate of Post start-up Services, Spare Parts, and Completion	100

- vii. The payment sequence described above shall be paid in consecutive sequence, with the preceding item being completed prior to advancing to the next item.

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- viii. Percentages are based on the actual cost of the equipment delivered to the site. Prior to payment, the Design-Build Entity shall transmit to the Project Manager a copy of all contracts, purchase orders, and correspondence between the supplier and the Design-Build Entity, to substantiate the actual cost of the equipment.
- ix. In the event that the equipment cost is less than the amount indicated in the schedule of values, the Design-Build Entity shall only be paid for the actual invoice cost. The remaining balance shall be paid as an installation cost. If the invoice cost exceeds the amount indicated in the schedule of values, the payment shall be based on the amount of the equipment cost indicated in the schedule of values.
- x. For equipment not requiring O&M manuals, the Design-Build Entity shall be paid the actual invoice price, provided Shop Drawings are approved to a Code 1 status. Equipment shall be delivered to the site prior to payment or the Design-Build Entity shall pay for all expenses required to transport the equipment off site.

(d) Progress Payment Requests

- i. Prepare progress payment requests on a monthly basis. Base requests on the breakdowns of costs for each scheduled activity and the percentage of completion for each activity.

3. FINAL PAYMENT AFTER FINAL ACCEPTANCE

After the work has been accepted by the Director, as provided in Section R,4, 2 payments will be made to the Design-Build Entity subject the following:

The Project Manager will make a proposed final estimate in writing of the total amount payable to the Design-Build Entity. Within 30 calendar days of receipt of the proposed final estimate, Design-Build Entity shall submit written approval of the proposed final estimate, or a written statement of all claims arising under or by virtue of the contract. No claim will be considered that was not included in the written statement of claims, nor for which a Notice of Potential Claim was required, under Section I.

Upon Design-Build Entity's approval of the proposed final estimate, or if the Design-Build Entity fails to file a claim within the specified period, the Project Manager will process a request for final payment. VVTA's issuance of a final payment shall bar Design-Build Entity's right to any claim arising out of the contract.

If the Design-Build Entity files a claim within the specified period, VVTA will review and make a final determination of such claim, in accordance with Section J and/or other applicable sections. Claims submitted by the Design-Build Entity shall be in sufficient detail to enable the Project Manager to ascertain the basis and amount of those claims.

S. PRE-CONSTRUCTION CONFERENCE. Attending the Pre-Construction conference is required; major subcontractors must also attend. The date, place and time shall be specified after award of the contract.

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T. **ALLOWANCES.** The Contractor shall include an allowance in the amount of **Thirty Thousand Dollars (\$30,000)**. Allowance shall be part of the total base bid amount for the following:

1. Unforeseen conditions and site improvements	\$30,000
<u>Total Allowance Amount</u>	\$30,000

In the event the above referenced allowance is not selected, completely or in part, the amount relative to each category(s) shall be deducted from the final contract amount either prior to award of contract or during the course of construction through a contract modification.

Conversely, should the owner elect to proceed with an allowance category, the contractor shall submit an itemized account of any and all direct costs on a time and material basis with applicable mark-ups as indicated within the contract documents.

It is anticipated the above referenced allowance(s) work will be coordinated within the total contract project duration of Two Hundred (200) calendar days. However, in the event portions of this work shall fall outside the original two hundred (200) calendar day schedule the Contractor shall submit detailed cost and scheduling documentation to support any required time extensions and applicable cost impacts.

U. **TECHNICAL SPECIFICATIONS**

1. **Design Guidelines**

The information provided under this section is general and is intended only as a guide.

2. **Design Standards and Applicable Codes**

- California Building Code (CBC), 2007
- California Electrical Code (CEC), 2007
- California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA), California Code of Regulations (CCR), Title 8; Electrical Safety Orders, latest edition
- NFPA 820 Fire Protection in Wastewater Treatment and Collection Facilities
- ASTM Standards (latest edition)

3. **Design Drawing Content**

The following are to be included in the proposal:

- Clearly dimensioned Site Plan to show and include all required improvements and specifications

4. **System Warranties, Maintenance and Support**

(a) **Warranties**

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FACILITY
ATTACHMENT A – SCOPE OF WORK

The Design-Build Entity shall be required to state its warranty and/or guarantee policy. The procedure for submitting warranty claims must also be provided. At a minimum, the warranty period for material defects and workmanship shall be one year from date of acceptance.

(b) Maintenance and Support

In addition to warranty periods, the Design-Build Entity shall be required to supply information on required or optional maintenance programs beyond the warranty period.

**AGENDA ITEM
FOURTEEN**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

AB 1912, as Amended May 9, 2018, Rodriguez. Public Employees' Retirement: Joint Powers Agreements: Liability.

SUMMARY STATEMENT

Joint Powers Authorities, known as JPAs, are one of the most effective tools that help local agencies cost effectively deliver a wide range of services to their residents. AB 1912 places substantial burdens and new unworkable requirements on jurisdictions / cities by applying retroactive as well as prospective joint and several liability for all retirement related obligations to any current or former member of a JPA throughout its existence.

But AB 1912 threaten not only cities' ability to use JPAs but would also put hundreds of cities in JPAs over their constitutional debt limit by retroactively applying joint and several liability for all retirement related obligations to participating agencies.

The League has joined forces with the California State Association of Counties (CSAC) and the California Special Districts Association (CSDA) to oppose AB 1912. Members of each organizations participate in a variety of JPAs to address service delivery challenges with creativity, self-reliance and innovation.

Continued

RECOMMENDED ACTION

- 1) Send letter of opposition to assemblyman Rodriguez as well as assemblyman Obernolte and Senator Wilk; and
- 2) Decide if the letter should go out under the Board chair's name or the Executive Director's name.

PRESENTED BY
Kevin Kane,
Executive Director

FISCAL IMPACT
N/A

MEETING DATE
May 21, 2018

ITEM NUMBER
14

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

AB 1912, as Amended May 9, 2018, Rodriguez. Public Employees' Retirement: Joint Powers Agreements: Liability.

SUMMARY STATEMENT

The collaboration through the thousands of JPAs in California enables local and state agencies to address public needs that cannot be occur as effectively by an individual agency. JPAs are formed to accomplish a wide range of services such as regional public improvements, local and statewide infrastructure, emergency communications, law enforcement, fire protection, emergency medical response and public financing. This tool may no longer be viable under AB 1912.

While VVTA is a very healthy Joint Powers Authority and pays its unfunded liability every year. Still it is important that VVTA register its opposition to AB 1912. And staff recommends sending the attached letter and encourages each of its jurisdictions, if they have not already done so, to do the same.



California
LEGISLATIVE INFORMATION

AB-1912 Public employees' retirement: joint powers agreements: liability. (2017-2018)

[Text](#) [Votes](#) [History](#) [Bill Analysis](#) [Today's Law As Amended](#) [Compare Versions](#) [Status](#) [Comments To Author](#)

Date Published: 05/09/2018 09:00 PM

AMENDED IN ASSEMBLY MAY 09, 2018

AMENDED IN ASSEMBLY APRIL 19, 2018

AMENDED IN ASSEMBLY MARCH 19, 2018

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

ASSEMBLY BILL

No. 1912

Introduced by Assembly Member Rodriguez

January 23, 2018

An act to amend Section 6508.1 of, to add Sections 6508.2, 20461.1, 20574.1, and 20575.1 to, and to repeal and add Section 20577.5 of, the Government Code, ~~and to amend Section 366.2 of the Public Utilities Code,~~ relating to public agencies, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 1912, as amended, Rodriguez. Public employees' retirement: joint powers agreements: liability.

(1) Existing law establishes various public agency retirement systems, including, among others, the Public Employees' Retirement System, the State Teachers' Retirement System, the Judges' Retirement System II, and various county retirement systems pursuant to the County Employees Retirement Law of 1937. These systems provide defined pension benefits to public employees based on age, service credit, and amount of final compensation.

The Joint Exercise of Powers Act generally authorizes 2 or more public agencies, by agreement, to jointly exercise any common power. Under the act, if ~~the~~ *an* agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency are the debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies ~~otherwise and except as otherwise provided with respect to certain community choice aggregator joint powers agencies. otherwise.~~ The act also authorizes a party to a joint powers agreement to separately contract for, or assume responsibilities for, specific debts, liabilities, or obligations of the agency.

This bill would eliminate that authorization, *and* would specify that if an agency ~~to~~ *established by a* joint powers agreement participates ~~in~~ *in, or contracts with,* a public retirement system, ~~all parties, member agencies, both current and former to the agreement, would be jointly and severally liable for all required to mutually agree as to the apportionment of the agency's retirement obligations to~~ the retirement system, and would eliminate the authority of those parties ~~to agree otherwise with respect to the retirement liabilities among themselves, provided that the agreement equals the total retirement liability of the agency. The bill would require the board, in cases in which the member agencies are unable to mutually agree to apportionment, to apportion the retirement liability of the agency to each member agency, as specified.~~ The bill would also provide that if a judgment is rendered against an agency or a party to the agreement for a breach of its obligations to the retirement system, the time within which a claim for injury may be presented or an action commenced against the other party that is subject to the liability determined by the judgment begins to run when the judgment is rendered. The bill would specify that those provisions apply retroactively to all parties, both current and former, to the joint powers agreement.

(2) The Public Employees' Retirement Law (PERL) creates the Public Employees' Retirement System (PERS), which provides a defined benefit to members of the system, based on final compensation, credited service, and age at retirement, subject to certain variations. PERL vests management and control of PERS in its Board of Administration. Under PERL, the board may refuse to contract with, or to agree to an amendment proposed by, any public agency for any benefit provisions that are not specifically authorized by that law and that the board determines would adversely affect the administration of the retirement system.

This bill would prohibit the ~~board~~ *board, on and after January 1, 2019,* from contracting with any public agency formed under the Joint Exercise of Powers Act unless all the parties to that agreement are jointly and severally liable for all of the public agency's obligation to the system. ~~The bill would specify that those provisions apply retroactively to all parties, both current and former, to the agreement. The bill would also require any current agreement that does not meet these~~

~~requirements to be reopened to include a provision holding all member agencies party to the agreement jointly and severally liable for all of the public agency's obligations to the system.~~

(3) Existing law authorizes the governing board of a contracting agency to terminate its membership with PERS, subject to specified criteria. Existing law requires the PERS board to enter into a specified agreement with the governing body of a terminating agency, upon request of that agency, to ensure that final compensation is calculated in the same manner as benefits of nonterminating agencies, and that related necessary adjustments in the employer's contribution rate are made and benefits adequately funded, including a lump-sum payment at termination, if agreed to by the terminating agency and the board. Existing law requires a terminating agency to notify the PERS board of its intention to enter into this agreement within a specified period of time. Existing law authorizes the PERS board to choose not to enter into an agreement to terminate if the board determines that it is not in the best interests of PERS. Existing law requires all plan assets and liabilities of a terminating agency to be deposited in a single pooled account, the terminated agency pool subaccount within the Public Employees' Retirement Fund, a continuously appropriated fund.

This bill would also require the PERS board to enter into the above-described agreement upon request of a member agency of a terminating agency formed under the Joint Exercise of Powers Act, and would require a member agency to notify the PERS board of its intention to enter into this agreement within a specified period of time. The bill would authorize the board, if it determines that it is not in the best interests of the retirement system, to choose not to enter into that agreement. To the extent that the bill would increase any lump-sum payments made by a terminating agency and deposited into a subaccount within the Public Employees' Retirement Fund, the bill would make an appropriation. The bill would also provide that if the governing body of a terminating agency or the governing bodies of its member agencies do not enter into an agreement, the member agencies would then assume the retirement obligations for their retirement ~~systems, by apportionment among the member agencies as mutually agreed to by those agencies, or as determined by the board if the member agencies are unable to mutually agree, as prescribed systems.~~

(4) Existing law makes a terminated agency liable to the system for any deficit in funding for earned benefits, interest, and for reasonable and necessary costs of collection, including attorney's fees. Existing law provides that the board has a lien on the assets of a terminated contracting agency, as specified, and that assets shall also be available to pay actual costs, including attorney's fees necessarily expended for collection on the lien.

This bill would extend that liability and lien to all of the parties of a terminating agency that was formed under the Joint Exercise of Powers Act. ~~The bill would specify that the liability of those parties is joint and several.~~ To the extent that these changes would increase deposits in the Public Employees' Retirement Fund, the bill would make an appropriation.

(5) Existing law authorizes the board of PERS to elect not to impose a reduction, or to impose a lesser reduction, on a terminated plan if the board has made all reasonable efforts to collect the amount necessary to fully fund the liabilities of the plan and the board finds that not reducing the benefits, or imposing a lesser reduction, will not impact the actuarial soundness of the terminated agency pool.

This bill would eliminate that provision. The bill would require the ~~board~~ board, prior to exercising its authority to reduce benefits, to consider and exhaust all options and necessary actions, including evaluating whether to bring a civil action against any member agencies to a terminated agency formed by an agreement under the Joint Exercise of Powers Act to compel payment of the

terminated public agency's pension obligations. The bill would also specify that the board is entitled to reasonable attorney's fees in addition to other costs. The bill would also set forth related legislative findings.

DIGEST KEY

Vote: majority Appropriation: yes Fiscal Committee: yes Local Program: no

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares as follows:

(a) Retirement security is important to families, workers, and communities, as well as to the local, regional, and statewide economies, and provides financial security and dignity to those who retire.

(b) A defined benefit plan offers, among other types of retirement plans, a guarantee of financial security in retirement.

(c) A Joint Power Authority (JPA) created pursuant to the Joint Exercise of Powers Act (Chapter 5 commencing with Section 6500) of Division 7 of Title 1 of the Government Code) provides important services and benefits to its geographical areas and communities.

(d) A JPA may offer a defined benefit plan to attract, recruit, and retain highly skilled employees toward providing services and fulfilling its purpose.

(e) Employees who have been promised a retirement allowance and the other benefits of a defined benefit plan by their employer should be provided those benefits after reaching the requisite age, based on years of service and an established benefit formula, as promised by that employer.

(f) Further, an employee who accepts employment with a JPA employer that promises a defined benefit plan may detrimentally rely on the retirement benefit, as committed by the employer, during his or her employment and retirement from that employer.

(g) Moreover, a JPA might have limited sources of revenue, and an inability to increase, or secure additional sources of revenue, that may lead to financial distress or insolvency of the JPA, absent the financial surety of its member agencies and for the retirement benefits of the JPA's employees.

(h) Additionally, employees who rely on a promise by a JPA employer to provide retirement benefits by accepting and maintaining employment with the employer based partly on the employer's promise may do so to their own retirement detriment.

(i) Thus, member agencies of a JPA should not be permitted to absolve themselves of financial liability, in whole or in part, of the financial distress or insolvency of a JPA that results in reductions in a defined benefit plan retirement allowance of a retired JPA employee, of which the agencies are members.

(j) Therefore, in order to ensure that the ~~Board of Administration of the Public Employees' Retirement System~~ *board of a public retirement system* is meeting its fiduciary duties and

responsibilities to its members and the system, the board should be permitted to seek legal redress on behalf of its members as a result of the financial insolvency of a JPA that contracts with the retirement system if the financial distress or insolvency of the JPA may result in a reduction of retirement benefits to its members.

~~(k) Further, to ensure that the board is meeting its fiduciary duties and responsibilities, both current and future contracts with the retirement system by a JPA must include joint and several liability provisions that apply to all agencies under the agreement in order to protect the members of the retirement system against financial insolvency. contracts with the retirement system by a JPA must protect present and future retirees of the JPA.~~

(l) For purposes of this section, "public retirement system" means any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

SEC. 2.

Section 6508.1 of the Government Code is amended to read:

6508.1.

(a) If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. However, the parties to the agreement may not agree otherwise with respect to the retirement liabilities of the agency if the agency contracts with a public retirement system.

(b) For purposes of this section, "public retirement system" means any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

SEC. 3.

Section 6508.2 is added to the Government Code, to read:

6508.2.

~~(a) Notwithstanding Section 6508.1, if the agency~~ *(1) An agency established by agreement under this chapter that participates in, or contracts with, a public retirement system, all parties, and member agencies, both current and former, to the agreement, including all amendments thereto, shall be jointly and severally liable for all obligations to the retirement system. mutually agree as to the apportionment of the agency's retirement obligations among themselves, provided that the agreement equals the total retirement liability of the agency. A copy of this mutual agreement, signed by all parties thereto, shall be provided to the board, which shall be reflected in the agreement with the board. If the member agencies are unable to mutually agree to apportionment of the total retirement liability of the agency, the board shall apportion the retirement liability of the agency to each member agency based on the share of service received from the joint power authority by the agency, or population of each member agency, such that the apportionment equals the total retirement liability of the agency, which shall be reflected in the agreement with the board. However, if, after the board apportions the retirement liability, the member agencies mutually agree to apportionment that equals the total retirement liability of the agency, a copy of that agreement signed by all parties thereto shall*

be provided to the board, which shall supersede the apportionment made by the board, and be reflected in the agreement with the board.

(2) For purposes of this section, "board" means the board of any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

(b) Notwithstanding any other law, if a judgment is rendered against an agency or a party to the agreement for a breach to its obligations to the public retirement system, the time within which a claim for injury may be presented or an action commenced against any other party that is subject to the liability determined by the judgment begins to run when the judgment is rendered.

(c) This section shall apply retroactively to all parties, both current and former, to the agreement.

SEC. 4.

Section 20461.1 is added to the Government Code, to read:

20461.1.

~~(a) The~~ *On and after January 1, 2019, the board shall not contract with any public agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 unless all the parties to that agreement, including all amendments thereto, are jointly and severally liable for all of the public agency's obligations to this system.*

~~(b) This section shall apply retroactively to all parties, both current and former, to the agreement. Any current agreement forming a public agency under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 that does not meet the requirements set forth in this section shall be reopened to include a provision holding all member agencies party to the agreement jointly and severally liable for all of the public agency's obligations to this system.~~

SEC. 5.

Section 20574.1 is added to the Government Code, to read:

20574.1.

In lieu of the procedure set forth in Section 20574, all parties to a terminating agency that was formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 shall be jointly and severally liable to the system for any deficit in funding for earned benefits, as determined pursuant to Section 20577, interest at the actuarial rate from the date of termination to the date the agency pays the system, and reasonable and necessary costs of collection, including attorneys' fees. The board shall have a lien on the assets of a terminated contracting agency and on the assets of all parties to the terminating contracting agency, subject only to a prior lien for wages, in an amount equal to the actuarially determined deficit in funding for earned benefits of the employee members of the agency, interest, and collection costs. The assets shall also be available to pay actual costs, including attorney's fees, necessarily expended for collection of the lien.

SEC. 6.

Section 20575.1 is added to the Government Code, to read:

20575.1.

(a) Notwithstanding any other provision of this part to the contrary, upon request of a terminating agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 or of any member agency to the agreement, the board shall enter into an agreement with the governing body of a terminating agency or the governing body of the member agency in order to

ensure that (1) the final compensation used in the calculation of benefits of its employees shall be calculated in the same manner as the benefits of employees of agencies that are not terminating, regardless of whether they retire directly from employment with the terminating agency or continue in other public service; and (2) related necessary adjustments in the employer's contribution rate are made, from time to time, by the board prior to the date of termination to ensure that benefits are adequately funded or any other actuarially sound payment technique, including a lump-sum payment at termination, is agreed to by the governing body of the terminating agency and the board.

(b) A terminating agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 that will cease to exist or its member agency shall notify the board not sooner than three years nor later than one year prior to the terminating agency's termination date of its intention to enter into agreement pursuant to this section. The terms of the agreement shall be reflected in an amendment to the agency's contract with the board.

(c) If the board, itself, determines that it is not in the best interests of the system, it may choose not to enter into an agreement pursuant to this section.

(d) If the governing body of a terminating agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 or the governing bodies of its member agencies do not enter into an agreement pursuant to this section, the member agencies shall assume the retirement obligations on their retirement systems. ~~Member agencies of the agency shall mutually agree as to the apportionment of the agency's retirement obligations among themselves provided that the agreement equals the total retirement liability of the agency. A copy of this mutual agreement signed by all parties thereto shall be provided to the board, which shall be reflected in the agreement with the board. If the member agencies are unable to mutually agree to apportionment of the total retirement liability of the agency, the board shall, in its discretion, apportion the retirement liability of the agency to each member agency such that the apportionment equals the total retirement liability of the agency, which shall be reflected in the agreement with the board. However, if after the board apportions the retirement liability, the member agencies mutually agree to apportionment that equals the total retirement liability of the agency, a copy of that agreement signed by all parties thereto shall be provided to the board, which shall supersede the apportionment made by the board, and be reflected in the agreement with the board.~~

SEC. 7.

Section 20577.5 of the Government Code is repealed.

SEC. 8.

Section 20577.5 is added to the Government Code, to read:

20577.5.

The board ~~shall bring a~~ *shall, prior to exercising authority granted pursuant to Section 20577, consider and exhaust all options and necessary actions, including evaluating whether to bring a* civil action against any and all of the member agencies that are parties to a terminated agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 to compel payment of the terminated agency's ~~pension obligations,~~ *retirement obligations pursuant to Section 20575.1,* and shall be entitled to reasonable ~~attorneys'~~ *attorney's* fees in addition to other costs.

~~SEC. 9. Section 366.2 of the Public Utilities Code is amended to read:
366.2.~~

- ~~(a)(1) Customers shall be entitled to aggregate their electric loads as members of their local community with community choice aggregators.~~
- ~~(2) Customers may aggregate their loads through a public process with community choice aggregators, if each customer is given an opportunity to opt out of his or her community's aggregation program.~~
- ~~(3) If a customer opts out of a community choice aggregator's program, or has no community choice aggregation program available, that customer shall have the right to continue to be served by the existing electrical corporation or its successor in interest.~~
- ~~(4) The implementation of a community choice aggregation program shall not result in a shifting of costs between the customers of the community choice aggregator and the bundled service customers of an electrical corporation.~~
- ~~(5) A community choice aggregator shall be solely responsible for all generation procurement activities on behalf of the community choice aggregator's customers, except where other generation procurement arrangements are expressly authorized by statute.~~
- ~~(b) If a public agency seeks to serve as a community choice aggregator, it shall offer the opportunity to purchase electricity to all residential customers within its jurisdiction.~~
- ~~(c)(1) Notwithstanding Section 366, a community choice aggregator is hereby authorized to aggregate the electrical load of interested electricity consumers within its boundaries to reduce transaction costs to consumers, provide consumer protections, and leverage the negotiation of contracts. However, the community choice aggregator may not aggregate electrical load if that load is served by a local publicly owned electric utility. A community choice aggregator may group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers. The community choice aggregator may enter into agreements for services to facilitate the sale and purchase of electricity and other related services. Those service agreements may be entered into by an entity authorized to be a community choice aggregator, as defined in Section 331.1.~~
- ~~(2) Under community choice aggregation, customer participation may not require a positive written declaration, but each customer shall be informed of his or her right to opt out of the community choice aggregation program. If no negative declaration is made by a customer, that customer shall be served through the community choice aggregation program. If an existing customer moves the location of his or her electric service within the jurisdiction of the community choice aggregator, the customer shall retain the same subscriber status as prior to the move, unless the customer affirmatively changes his or her subscriber status. If the customer is moving from outside to inside the jurisdiction of the community choice aggregator, customer participation shall not require a positive written declaration, but the customer shall be informed of his or her right to elect not to receive service through the community choice aggregator.~~
- ~~(3) A community choice aggregator establishing electrical load aggregation pursuant to this section shall develop an implementation plan detailing the process and consequences of aggregation. The implementation plan, and any subsequent changes to it, shall be considered and adopted at a duly noticed public hearing. The implementation plan shall contain all of the following:~~
- ~~(A) An organizational structure of the program, its operations, and its funding.~~
- ~~(B) Ratesetting and other costs to participants.~~
- ~~(C) Provisions for disclosure and due process in setting rates and allocating costs among participants.~~
- ~~(D) The methods for entering and terminating agreements with other entities.~~
- ~~(E) The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures.~~
- ~~(F) Termination of the program.~~
- ~~(G) A description of the third parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.~~

~~(4) A community choice aggregator establishing electrical load aggregation shall prepare a statement of intent with the implementation plan. Any community choice load aggregation established pursuant to this section shall provide for the following:~~

~~(A) Universal access.~~

~~(B) Reliability.~~

~~(C) Equitable treatment of all classes of customers.~~

~~(D) Any requirements established by state law or by the commission concerning aggregated service, including those rules adopted by the commission pursuant to paragraph (3) of subdivision (b) of Section 8341 for the application of the greenhouse gases emission performance standard to community choice aggregators.~~

~~(5) In order to determine the cost recovery mechanism to be imposed on the community choice aggregator pursuant to subdivisions (d), (e), and (f) that shall be paid by the customers of the community choice aggregator to prevent shifting of costs, the community choice aggregator shall file the implementation plan with the commission, and any other information requested by the commission that the commission determines is necessary to develop the cost recovery mechanism in subdivisions (d), (e), and (f).~~

~~(6) The commission shall notify any electrical corporation serving the customers proposed for aggregation that an implementation plan initiating community choice aggregation has been filed, within 10 days of the filing.~~

~~(7) Within 90 days after the community choice aggregator establishing load aggregation files its implementation plan, the commission shall certify that it has received the implementation plan, including any additional information necessary to determine a cost recovery mechanism. After certification of receipt of the implementation plan and any additional information requested, the commission shall then provide the community choice aggregator with its findings regarding any cost recovery that must be paid by customers of the community choice aggregator to prevent a shifting of costs as provided for in subdivisions (d), (e), and (f).~~

~~(8) No entity proposing community choice aggregation shall act to furnish electricity to electricity consumers within its boundaries until the commission determines the cost recovery that must be paid by the customers of that proposed community choice aggregation program, as provided for in subdivisions (d), (e), and (f). The commission shall designate the earliest possible effective date for implementation of a community choice aggregation program, taking into consideration the impact on any annual procurement plan of the electrical corporation that has been approved by the commission.~~

~~(9) All electrical corporations shall cooperate fully with any community choice aggregators that investigate, pursue, or implement community choice aggregation programs. Cooperation shall include providing the entities with appropriate billing and electrical load data, including, but not limited to, electrical consumption data as defined in Section 8380 and other data detailing electricity needs and patterns of usage, as determined by the commission, and in accordance with procedures established by the commission. The commission shall exercise its authority pursuant to Chapter 11 (commencing with Section 2100) to enforce the requirements of this paragraph when it finds that the requirements of this paragraph have been violated. Electrical corporations shall continue to provide all metering, billing, collection, and customer service to retail customers that participate in community choice aggregation programs. Bills sent by the electrical corporation to retail customers shall identify the community choice aggregator as providing the electrical energy component of the bill. The commission shall determine the terms and conditions under which the electrical corporation provides services to community choice aggregators and retail customers.~~

~~(10) If the commission finds that an electrical corporation has violated this section, the commission shall consider the impact of the violation upon community choice aggregators.~~

~~(11) The commission shall proactively expedite the complaint process for disputes regarding an electrical corporation's violation of its obligations pursuant to this section in order to provide for~~

~~timely resolution of complaints made by community choice aggregation programs, so that all complaints are resolved in no more than 180 days following the filing of a complaint by a community choice aggregation program concerning the actions of the incumbent electrical corporation. This deadline may only be extended under either of the following circumstances:~~

~~(A) Upon agreement of all of the parties to the complaint.~~

~~(B) The commission makes a written determination that the deadline cannot be met, including findings for the reason for this determination, and issues an order extending the deadline. A single order pursuant to this subparagraph shall not extend the deadline for more than 60 days.~~

~~(12)(A) An entity authorized to be a community choice aggregator, as defined in Section 331.1, that elects to implement a community choice aggregation program within its jurisdiction pursuant to this chapter, shall do so by ordinance. A city, county, or city and county may request, by affirmative resolution of its governing council or board, that another entity authorized to be a community choice aggregator act as the community choice aggregator on its behalf. If a city, county, or city and county, by resolution, requests another authorized entity be the community choice aggregator for the city, county, or city and county, that authorized entity shall be responsible for adopting the ordinance to implement the community choice aggregation program on behalf of the city, county, or city and county.~~

~~(B)(i) Two or more entities authorized to be a community choice aggregator, as defined in Section 331.1, may participate as a group in a community choice aggregation program pursuant to this chapter, through a joint powers agency established pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, if each entity adopts an ordinance pursuant to subparagraph (A).~~

~~(ii) Pursuant to Section 6508.1 of the Government Code, members of a joint powers agency that is a community choice aggregator may specify in their joint powers agreement that, unless otherwise agreed by the members of the agency, the debts, liabilities, and obligations of the agency shall not be the debts, liabilities, and obligations, either jointly or severally, of the members of the agency.~~

~~(iii) Notwithstanding clause (ii), if the agency contracts with a public retirement system, the members of the agency shall be jointly and severally liable for the retirement liabilities of the agency.~~

~~(iv) Except as provided in clause (iii), the commission shall not, as a condition of registration or otherwise, require an agency's members to voluntarily assume the debts, liabilities, and obligations of the agency to the electrical corporation unless the commission finds that the agreement by the agency's members is the only reasonable means by which the agency may establish its creditworthiness under the electrical corporation's tariff to pay charges to the electrical corporation under the tariff.~~

~~(13) Following adoption of aggregation through the ordinance described in subparagraph (A) of paragraph (12), the program shall allow any retail customer to opt out and to continue to be served as a bundled service customer by the existing electrical corporation, or its successor in interest. Delivery services shall be provided at the same rates, terms, and conditions, as approved by the commission, for community choice aggregation customers and customers that have entered into a direct transaction where applicable, as determined by the commission. Once enrolled in the aggregated entity, any ratepayer that chooses to opt out within 60 days or two billing cycles of the date of enrollment may do so without penalty and shall be entitled to receive default service pursuant to paragraph (3) of subdivision (a). Customers that return to the electrical corporation for procurement services shall be subject to the same terms and conditions as are applicable to other returning direct access customers from the same class, as determined by the commission, as authorized by the commission pursuant to this code or any other provision of law, except that those customers shall be subject to no more than a 12-month stay requirement with the electrical corporation. Any reentry fees to be imposed after the opt-out period specified in this paragraph, shall be approved by the commission and shall reflect the cost of reentry. The commission shall~~

~~exclude any amounts previously determined and paid pursuant to subdivisions (d), (e), and (f) from the cost of reentry.~~

~~(14) Nothing in this section shall be construed as authorizing any city or any community choice retail load aggregator to restrict the ability of retail electricity customers to obtain or receive service from any authorized electric service provider in a manner consistent with law.~~

~~(15)(A) The community choice aggregator shall fully inform participating customers at least twice within two calendar months, or 60 days, in advance of the date of commencing automatic enrollment. Notifications may occur concurrently with billing cycles. Following enrollment, the aggregated entity shall fully inform participating customers for not less than two consecutive billing cycles. Notification may include, but is not limited to, direct mailings to customers, or inserts in water, sewer, or other utility bills. Any notification shall inform customers of both of the following:~~

~~(i) That they are to be automatically enrolled and that the customer has the right to opt out of the community choice aggregator without penalty.~~

~~(ii) The terms and conditions of the services offered.~~

~~(B) The community choice aggregator may request the commission to approve and order the electrical corporation to provide the notification required in subparagraph (A). If the commission orders the electrical corporation to send one or more of the notifications required pursuant to subparagraph (A) in the electrical corporation's normally scheduled monthly billing process, the electrical corporation shall be entitled to recover from the community choice aggregator all reasonable incremental costs it incurs related to the notification or notifications. The electrical corporation shall fully cooperate with the community choice aggregator in determining the feasibility and costs associated with using the electrical corporation's normally scheduled monthly billing process to provide one or more of the notifications required pursuant to subparagraph (A).~~

~~(C) Each notification shall also include a mechanism by which a ratepayer may opt out of community choice aggregated service. The opt out may take the form of a self-addressed return postcard indicating the customer's election to remain with, or return to, electrical energy service provided by the electrical corporation, or another straightforward means by which the customer may elect to derive electrical energy service through the electrical corporation providing service in the area.~~

~~(16) A community choice aggregator shall have an operating service agreement with the electrical corporation prior to furnishing electric service to consumers within its jurisdiction. The service agreement shall include performance standards that govern the business and operational relationship between the community choice aggregator and the electrical corporation. The commission shall ensure that any service agreement between the community choice aggregator and the electrical corporation includes equitable responsibilities and remedies for all parties. The parties may negotiate specific terms of the service agreement, provided that the service agreement is consistent with this chapter.~~

~~(17) The community choice aggregator shall register with the commission, which may require additional information to ensure compliance with basic consumer protection rules and other procedural matters.~~

~~(18) Once the community choice aggregator's contract is signed, the community choice aggregator shall notify the applicable electrical corporation that community choice service will commence within 30 days.~~

~~(19) Once notified of a community choice aggregator program, the electrical corporation shall transfer all applicable accounts to the new supplier within a 30-day period from the date of the close of the electrical corporation's normally scheduled monthly metering and billing process.~~

~~(20) An electrical corporation shall recover from the community choice aggregator any costs reasonably attributable to the community choice aggregator, as determined by the commission, of implementing this section, including, but not limited to, all business and information system changes, except for transaction-based costs as described in this paragraph. Any costs not~~

reasonably attributable to a community choice aggregator shall be recovered from ratepayers, as determined by the commission. All reasonable transaction-based costs of notices, billing, metering, collections, and customer communications or other services provided to an aggregator or its customers shall be recovered from the aggregator or its customers on terms and at rates to be approved by the commission.

~~(21) At the request and expense of any community choice aggregator, electrical corporations shall install, maintain, and calibrate metering devices at mutually agreeable locations within or adjacent to the community choice aggregator's political boundaries. The electrical corporation shall read the metering devices and provide the data collected to the community choice aggregator at the aggregator's expense. To the extent that the community choice aggregator requests a metering location that would require alteration or modification of a circuit, the electrical corporation shall only be required to alter or modify a circuit if such alteration or modification does not compromise the safety, reliability, or operational flexibility of the electrical corporation's facilities. All costs incurred to modify circuits pursuant to this paragraph, shall be borne by the community choice aggregator.~~

~~(d)(1) It is the intent of the Legislature that each retail end-use customer that has purchased power from an electrical corporation on or after February 1, 2001, should bear a fair share of the Department of Water Resources' electricity purchase costs, as well as electricity purchase contract obligations incurred as of the effective date of the act adding this section, that are recoverable from electrical corporation customers in commission-approved rates. It is further the intent of the Legislature to prevent any shifting of recoverable costs between customers.~~

~~(2) The Legislature finds and declares that this subdivision is consistent with the requirements of Division 27 (commencing with Section 80000) of the Water Code and Section 360.5 of this code, and is therefore declaratory of existing law.~~

~~(e) A retail end-use customer that purchases electricity from a community choice aggregator pursuant to this section shall pay both of the following:~~

~~(1) A charge equivalent to the charges that would otherwise be imposed on the customer by the commission to recover bond-related costs pursuant to any agreement between the commission and the Department of Water Resources pursuant to Section 80110 of the Water Code, which charge shall be payable until any obligations of the Department of Water Resources pursuant to Division 27 (commencing with Section 80000) of the Water Code are fully paid or otherwise discharged.~~

~~(2) Any additional costs of the Department of Water Resources, equal to the customer's proportionate share of the Department of Water Resources' estimated net unavoidable electricity purchase contract costs as determined by the commission, for the period commencing with the customer's purchases of electricity from the community choice aggregator, through the expiration of all then existing electricity purchase contracts entered into by the Department of Water Resources.~~

~~(f) A retail end-use customer purchasing electricity from a community choice aggregator pursuant to this section shall reimburse the electrical corporation that previously served the customer for all of the following:~~

~~(1) The electrical corporation's unrecovered past undercollections for electricity purchases, including any financing costs, attributable to that customer, that the commission lawfully determines may be recovered in rates.~~

~~(2) Any additional costs of the electrical corporation recoverable in commission-approved rates, equal to the share of the electrical corporation's estimated net unavoidable electricity purchase contract costs attributable to the customer, as determined by the commission, for the period commencing with the customer's purchases of electricity from the community choice aggregator, through the expiration of all then existing electricity purchase contracts entered into by the electrical corporation.~~

~~(g) Estimated net unavoidable electricity costs paid by the customers of a community choice aggregator shall be reduced by the value of any benefits that remain with bundled service customers, unless the customers of the community choice aggregator are allocated a fair and equitable share of those benefits.~~

~~(h)(1) Any charges imposed pursuant to subdivision (e) shall be the property of the Department of Water Resources. Any charges imposed pursuant to subdivision (f) shall be the property of the electrical corporation. The commission shall establish mechanisms, including agreements with, or orders with respect to, electrical corporations necessary to ensure that charges payable pursuant to this section shall be promptly remitted to the party entitled to payment.~~

~~(2) Charges imposed pursuant to subdivisions (d), (e), and (f) shall be nonbypassable.~~

~~(i) The commission shall authorize community choice aggregation only if the commission imposes a cost-recovery mechanism pursuant to subdivisions (d), (e), (f), and (h). Except as provided by this subdivision, this section shall not alter the suspension by the commission of direct purchases of electricity from alternate providers other than by community choice aggregators, pursuant to Section 365.1.~~

~~(j)(1) The commission shall not authorize community choice aggregation until it implements a cost-recovery mechanism, consistent with subdivisions (d), (e), and (f), that is applicable to customers that elected to purchase electricity from an alternate provider between February 1, 2001, and January 1, 2003.~~

~~(2) The commission shall not authorize community choice aggregation until it has adopted rules for implementing community choice aggregation.~~

~~(k)(1) Except for nonbypassable charges imposed by the commission pursuant to subdivisions (d), (e), (f), and (h), and programs authorized by the commission to provide broader statewide or regional benefits to all customers, electric service customers of a community choice aggregator shall not be required to pay nonbypassable charges for goods, services, or programs that do not benefit either, or where applicable, both, the customer and the community choice aggregator serving the customer.~~

~~(2) The commission, Energy Commission, electrical corporation, or third-party administrator shall administer any program funded through a nonbypassable charge on a nondiscriminatory basis so that the electric service customers of a community choice aggregator may participate in the program on an equal basis with the customers of an electrical corporation.~~

~~(3) Nothing in this subdivision is intended to modify, or prohibit the use of, charges funding programs for the benefit of low-income customers.~~

~~(l)(1) An electrical corporation shall not terminate the services of a community choice aggregator unless authorized by a vote of the full commission. The commission shall ensure that prior to authorizing a termination of service, that the community choice aggregator has been provided adequate notice and a reasonable opportunity to be heard regarding any electrical corporation contentions in support of termination. If the contentions made by the electrical corporation in favor of termination include factual claims, the community choice aggregator shall be afforded an opportunity to address those claims in an evidentiary hearing.~~

~~(2) Notwithstanding paragraph (1), if the Independent System Operator has transferred the community choice aggregator's scheduling coordination responsibilities to the incumbent electrical corporation, an administrative law judge or assigned commissioner, after providing the aggregator with notice and an opportunity to respond, may suspend the aggregator's service to customers pending a full vote of the commission.~~

~~(m) Any meeting of an entity authorized to be a community choice aggregator, as defined in Section 331.1, for the purpose of developing, implementing, or administering a program of community choice aggregation shall be conducted in the manner prescribed by the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).~~

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**AGENDA ITEM
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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Release RFP 2018-16 Construction Project Manager.

SUMMARY STATEMENT

In June 2016 the VVTA BOD approved the use of Certificates of Participation funding for the Barstow New Facility project. On August 21, 2017, the VVTA Board of Directors approved the release of RFQ 2017-14 Barstow Maintenance Facility.

Pending the release of RFP 2018-13 Design Build Barstow Maintenance Building (included in this month's Board Agenda), VVTA will be required to engage a consultant to ensure that the design and construction of the facility is handled correctly. The Consultant is needed during the Design phase, to ensure all necessary design elements are included in the design, to ensure the Design-Build Team is following all Federal, State, County, and City of Barstow codes. The Consultant will ensure the Building is well built and safe for use, once VVTA receives it's Notice of Occupancy and confirms all tasks completed and VVTA is able to submit a Notice of Completion to the County.

Although VVTA will be the primary decision maker, the Construction Project Manager will provide the needed expertise in making recommendations to VVTA during the planning, build-up, implementation and close-out phases of the project.

VVTA Procurement Policy requires the VVTA Board of Directors approve the release of all RFP's that will likely exceed the threshold of \$150,000.00.

Funding for the Construction Manager is currently planned to be from the same source as funding for the entire Barstow Facility project."

RECOMMENDED ACTION

Authorize Staff to Release RFP 2018-16 for a Construction Project Manager.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Christine Plasting Procurement Manager	TBD	May 21, 2018	15

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

INTRODUCTION

The Victor Valley Transit Authority (VVTA) is seeking proposals from qualified firms to submit written proposals for providing Project and Construction Management Services ("Project"). VVTA is seeking an experienced firm to serve as both the project manager and construction manager for the Design Build construction of VVTA's new facility in Barstow, CA, and two transfer centers in Victorville, CA and Hesperia, CA. VVTA is seeking an experienced project/construction management firm to assist in planning and implementing the Project. Although VVTA is the primary decision maker, the project/construction management firm will advise VVTA by providing recommendations.

PROJECT DESCRIPTION

VVTA invites qualified firms to submit written proposals for providing Project and Construction Management Services ("Project"). VVTA is seeking an experienced Consultant to serve as both the project manager and construction manager for the construction its new Barstow Maintenance Facility located at 200 Sandstone Court, Barstow CA 92311.

VVTA is seeking an experienced project/construction management consultant to assist it in planning and implementing the Design-Build Project. The new transit maintenance and operations satellite facility in Barstow will facilitate operating a 30-bus fixed route and ADA paratransit bus service. The design build project is to be a turn-key project to include all aspects of construction including all site work, permits, testing, builders fees, engineering, construction and project management.

The Operations portion of Building approximately will be 2400 sq. ft. with an HVAC system with natural gas heating; a Dispatch office 10'X12' 120 Sq. Ft.; Should have line of sight to bus parking and owned vehicle entrance & exit; a Manager's office; a 12'x18' 216 sq. ft Safety/Training office; a Supervisor office a Training/Break room for Operators, staff and maintenance with tables and chairs for meals & training sessions for 30 people; a reception area; a quiet room; an exercise room; various restrooms; a office supply storage area; a room for vaulting and money counting; a server and communications room; and other miscellaneous offices and other spaces for storage.

The Maintenance Portion approximately 6000 sq. ft. This part of the building will include an HVAC system with evaporative coolers and natural gas heating; CNG ventilation, flammable gas detection, and alarm systems; restrooms with showers and lockers; a maintenance office, library; 3 work bays including the center bay at 18'X60' and two side bays at 25'X60' to allow for unobstructed walkways on ends. Total area 68'x60' = 4080 sq. ft. for the bays.

Also included in the Maintenance portion: 2 trapeze hangers for air and 120v electricity hanging between center and outer work bays; 50amp 220v outlets for welders; 30amp 220v outlets for tire machine, balancer and other equipment; 480v power for air compressor and dryer; Water outlets at posts between roll up doors; 3 12'X16' roll up doors; 1 drive on 4 post lift, 18,000 lb. (owned) need bay set up for this lift; 1 column lift

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

with 4 columns, rechargeable battery operated; Parts storage area 500 sq. ft.; Tire storage area 300 sq. ft.; Tool and equipment storage area. 18'x20' = 360 sq. ft.

Also included in the Maintenance portion: Oil, grease, and fluid room with area for 10 hp. Dual compressor and dryer. With waste oil and coolant tanks (need sizes of tanks and number) 10'x20' = 200 sq. ft.; Battery storage and charging station. 6'x6' 36 sq. ft.; Safety eye wash and shower stations as required by regulations; exhaust ventilators for tail pipe emissions; and Backup generator power.

Additionally in the Maintenance Portion: Drains and 3 stage clarifier system; Bus Wash and Steam Bay: small automatic bus wash system; water recycling system; 40,000 lb scissor lift in bay for 45' buses; 3 stage clarifier and sump system; Hot pressure washer; fresh water in steam bay. DI water system for bus wash.

For the Grounds: Drive thru parking for 25 buses - 13 40' Transit buses and 12 28' ADA cutaway buses with room to expand. Concrete parking and for all areas where revenue vehicles will be driving rated for minimum of 40,000 lbs. on 2 axle vehicles. Storm water runoff to a central collection area or clarifier depending on current environmental regulations. (Right sized for facility.) Visitor parking, bike racks, ADA compliant; and desert landscaping and irrigation system.

Vehicles: Planned for up to 13 transit and commuter buses 35 & 40' powered by CNG with the future possibility of BEB or Hydrogen fuel cell. Currently 8 ADA 24' cutaway buses running on unleaded but will upgrade to CNG on next order with a possibility of BEB or Hydrogen fuel cell in the future. Support vehicles 5 unleaded and PEV's.

Fueling: (may be done as a separate specialty contract) CNG upgrade for faster fueling and more redundancy. Possible CNG self-contained 300 hp. Skid integrated with existing system but able to operate independently. Possible above ground unleaded fueling.

Local environmental conditions such as wind direction and speeds, above average heat and cold need to be taken into account in location of building and parking areas along with perimeter fencing and/or security. Access to fuel station from bus parking area along with drive thru parking so backing up is not required with buses.

VVTA is in the process of soliciting a Design-Build team for the construction of the facility. Specifications and drawings will be provided to the selected project/construction manager upon completion.

The project/construction management contractor will serve as VVTA's advocate to represent VVTA's best interests with members of VVTA Staff.

As VVTA is a public agency, the Barstow Maintenance Facility is subject to public works laws.

SCOPE OF WORK

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

The selected project/construction management consultant will provide project and construction management services for the Project. The tasks expected in each phase of the project include, but are not limited to:

General Services:

- Provide overall Project coordination with VVTA and the Design Build Team
- Monitor the Project team performance relative to contractual obligations.
- Provide regular Project budgeting, scheduling, cost accounting and reporting (with input from others as required).
- Communicate regularly with VVTA staff through the duration of the Project.
- Advise VVTA by providing recommendations, including assessment of options, considerations and efficiencies.
- Serve as VVTA's advocate to represent VVTA's best interests with members of the Design-Build team.
- Prepare monthly reports addressing Project progress and issues.
- Propose, develop and implement a Project quality assurance plan (e.g., testing and inspection program, etc.). Schedule and conduct progress meetings and issue minutes and action lists as required.
- Maintain Project files and records, including a Project directory with names, addresses, phone and fax numbers and responsibilities of all individuals and organizations associated with the Renovation Project.
- Maintain a complete and current record of Project contracts, drawings and specifications.
- Develop and implement a procedure for the review and preparation for payment of contractors' payment requests.
- Provide advice and assistance in resolving claims and disputes.
- Recommend and monitor appropriate levels of budget contingency required during all phases of the Project.
- In conjunction with VVTA's Procurement Manager, monitor, guide and advise VVTA as to compliance with applicable requirements of public works projects. Prepare paperwork for compliance as required.

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

- Develop master schedule and Project plan with input from VVTA for space planning.
- Cost estimating.
- Coordinate communications for all members of the Project team.
- Prepare communications to stakeholders, including VVTA's Board of Directors.

Planning:

- Support the development of an immediate and longer-term capital project plan for presentation to VVTA's Board of Directors, in coordination with VVTA staff. The plan will include the justification for the work to be undertaken in the Project as well as additional capital improvements related to building infrastructure maintenance to be completed in the long-term.
- Ensure adherence to applicable requirements of public works projects.
- Ensure that the Design Build Team posts in a prominent place at the site of the Project (Job Site) a list of the prevailing wages in the area for the work to be performed on the Renovation Project, as required pursuant to the California Labor Code Section 1770 et seq.
 - o Check all certified payroll forms for conformance to the prevailing wage rates on a weekly basis.
 - o Verify that all trade personnel listed in the daily log are also listed in the certified payroll.
 - o Conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Obtain certificates of insurance, performance bonds and payment bonds from the Design Build Team and forward originals of such documents to the VVTA Purchasing Department. Forward to the VVTA Purchasing Department all original preliminary notices, stop notices and renewals of insurance certificates.
- Obtain from the Design Build Team, and review for completeness and quantity, all required shop drawings, product data, samples and other submittals (Submittals). If applicable, ensure that the Submittals are consistent with the information contained in related documents. In collaboration with the Design-Build Team, establish and implement procedures for expediting the processing and approval of Submittals.
- Require that the Design-Build Team ensure that each subcontractor provides written certification that required safety program(s) are in place and effective prior to initiating work on the Project and obtain a written copy of their safety

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

programs for the file.

- Require that each subcontractor confirm, in writing, as a condition of submitting its payment request(s), that it has continuously administered and enforced its published safety program throughout the preceding reporting period, including monthly safety meetings.
- Observe work in progress for conformance with plans and specifications and report defects and deficiencies.
- Coordinate the work of separate contractors engaged by VVTA.
- Assist in the selection of independent testing agencies. Coordinate their work, review their reports and make recommendations regarding their findings.
- Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, testing and inspection reports, etc. Maintain a file of all Project correspondence, directives and meeting minutes.
- Maintain or cause to be maintained daily Job Site reports recording weather, numbers of workers, equipment in use, general activities completed and special occurrences (e.g., accidents, injuries, etc.).
- Monitor delivery and review of shop drawings and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples.
- Monitor and coordinate Design-Build team site visits and responses to requests for information.
- Monitor Design-Build Team performance as to cost, quality and schedule.
- Attend regular Job Site meetings with all Design-Build Team representatives and VVTA consultants as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting minutes as required.
- Visit off-site fabrication facilities as required (out-of-pocket cost of such trips is a reimbursable expense).
- Prepare monthly reports addressing project progress and any quality, cost and schedule issues.
- Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of Procurement Manager and Legal Counsel to handle the matter.

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

- Support VVTA in the defense and resolution of any claims related to the Project. Assemble and analyze data as required for such defense.
- Assist in the processing of any claims, payments and rebates related to VVTA' insurance.
- Review Design Build Team's schedule of values for use in processing payments.
- Develop and implement a system for the preparation, review and processing of construction change directives and change orders. Estimate the cost of all change orders and negotiate them with the Design-Build Team on behalf of VVTA.
- Identify and recommend to VVTA changes that will save time or money or improve quality.
- Retain material and field testing agencies as required on behalf of VVTA (cost of testing is a reimbursable expense).
- Recommend and oversee corrective and recovery measures, as required.
- Review all Furniture Fixtures & Equipment (FF&E) documents and purchase orders for design and budget compliance.
- Coordinate construction activities with FF&E delivery and installation.
- Maintain an accurate, up-to-date construction cost accounting system. Include costs of contracts, directly purchased materials and other appropriate items. Make revisions to incorporate approved changes as they occur.

Closeout

- In collaboration with the Design-Build Team, develop a detailed schedule of close-out activities, including punch lists, equipment testing, start-up procedures and occupancy. Incorporate such schedule into the master schedule and distribute it to all Project team members as appropriate.
- Monitor and confirm Design-Build compliance with all turnover requirements.
- Schedule and direct inspections to develop punch lists. Establish dates of substantial and final completion.
- Coordinate, catalog and confirm delivery to VVTA of all keys, manuals, warranties, as-built drawings, plans and specifications, lien releases, attic stock materials, etc.

VVTA RFP 2018-16 CONSTRUCTION PROJECT MANAGER ATTACHMENT A – SCOPE OF WORK

- Work with the Design-Build Team to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Verify the payment of retainages.
- Schedule and monitor all product and equipment demonstrations and training. Monitor initial start-up and testing of all systems to confirm compliance with specifications.
- Coordinate performance of corrective and warranty work.

Minimum and Desired Qualifications: The ideal proposer will possess the following qualifications and skills related to project and construction management:

Minimum Requirement

- Five (5) years of project and construction management experience overseeing public works construction projects

Desired Knowledge, Skills and Experience:

- Project and construction management of comparable public works projects for public agencies.
- Field supervisory experience.
- Strong administrative and management skills, including contract management
- Knowledge of construction materials and methods.
- Good communication and negotiation skills.
- Ability to prepare and review detailed cost estimates.
- Ability to develop and review detailed schedules.
- Experience applying legal requirements for public works projects
- Experience with construction. If the proposal includes the use of subcontractors, proposer shall identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract exceeds \$25,000, the subcontract shall contain all required provisions of the prime contract.

**AGENDA ITEM
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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Closed Session.

SUMMARY STATEMENT

Closed Session.

BOARD BUSINESS

Conference with Labor Negotiator per Government Code Section 54957.6(A) with Kevin Kane, Designated Labor Negotiator with regard to all other VVTA employees, with the exception of Executive Director.

RECOMMENDED ACTION

Approve recommendation of the Board.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Kevin Kane, Executive Director	N/A	May 21, 2018	16

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**Victor Valley
Chamber of Commerce**

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VVTA

Kevin Kane,

The Victor Valley Chamber of Commerce thanks you so very much for being a sponsor for the 20th Annual An Evening Affaire.

Without the generosity of your sponsorship, we couldn't have had such a successful event. With over 500 people in attendance, the feedback has been extremely positive. The Silent Auction was an enormous success with a variety of items for which guests could bid. Proceeds from the event help to sustain the Chamber's programs and services designed to improve the quality of life and economic growth in the Victor Valley. The support of sponsors like you is invaluable.

Again, thank you for your participation and your continued support of the Victor Valley Chamber of Commerce. Next year this signature event will celebrate 21 years and we hope that you will continue to sponsor this event!

Sincerely,

THANK YOU KEVIN!

Eddie Hernandez
2018 Event Chairperson
Desert Valley Hospital/Medical Group

MADON

Eddie Hernandez

Terry Saenz
2018 Event Co-Chairperson
VVAPL Humane Society

Terry Saenz

Lovella Sullivan
2018 Event Co-Chairperson
Victor Valley Global Medical Center

Lovella Sullivan

http://www.mohavedailynews.com/needles_desert_star/court-services-expanding-again/article_271ce862-441b-11e8-8b44-4fe48ce977d1.html

Court services expanding again

By ROBIN RICHARDS News West Apr 19, 2018

NEEDLES — Superior Court of San Bernardino County services available in Needles are expanding to include remote video appearances on misdemeanor probation cases. Modifications or extensions on payments, program enrollments and jail reporting requirements may now be requested via video on the first Friday of each month.

Cases will be heard by a judicial officer at the Barstow Courthouse, which can be contacted at 760-718-3660 to schedule a hearing.

After losing all local services when the court closed in May of 2013, the county court has been slowly adding new services delivered by video link or by transportation to Barstow or Victorville on Victor Valley Transit Authority buses.

All, so far, have been on Fridays.

The bus service was established in the summer of 2016. The Needles Link 200 Lifeline bus route operated by the VVTA leaves the Needles Area Transit stop adjacent the chamber of commerce along G Street at 6:15 a.m. each Friday, returning there around 7:15 p.m. the same day. Call VVTA at 760-94815-3030 for information or reservations.

Last summer, services were expanded to include video proceedings for infractions: traffic or otherwise. More services were to be added as resources became available.

“Bringing video court proceedings and other services to Needles will save countless hours of travel time and increase convenience for Needles residents,” San Bernardino County Board of Supervisors Chair Robert A. Lovingood said at the time. “We have

long advocated at the state level for increased services for Needles. It's great to see this new development and the focused, ongoing effort of restoring more services for the community of Needles and surrounding areas."

The Needles Clerk's Office will continue to be open on the first Friday of each month from 8:30 a.m. to 12:30 p.m., to provide limited services including non-cash payments, traffic school sign-ups, and payment extension or scheduling a court date.

VVTA Route 200 will continue to make one round-trip each Friday for individuals who wish to appear in-person at the Barstow or Victorville Courthouse.

Ongoing collaboration between the court, the Needles City Council and First District Supervisor Robert Lovingood, "Represent the continuing effort to restore services that were reduced or eliminated due to budget cuts over the last several years. Additional services will be provided to the Needles Courthouse as funding and resources become available," court officials said in a prepared statement.

At the time the Needles Courthouse closed in 2013 the county reported a loss of more than \$22 million in the court system. Budgetary projections indicated a deficit of more than \$13 million looming after initial cuts had been made.